

Date: .....

**ALLOTMENT LETTER**  
**To Whom So Ever It May Concern**

This is to confirm that Mr. / Mrs.  
..... residing at  
..... has / have  
booked the Flat / Commercial Unit bearing Serial No. .... on  
..... floor aggregating Builtup area ..... Sq. Ft. and Carpet area  
..... Sq. Ft. along with / without one medium size Car Parking Space  
bearing Serial No. .... on ground floor aggregating Builtup area  
..... Sq. Ft. and Carpet area ..... Sq. Ft. in our '**SOUTH POINT**'  
Apartment at Tematha, Swapna Bazar, Chandernagore, Hooghly paying a booking  
consideration of **Rs. ..../- (Rupees .....)** plus GST **Rs. .... (Rupees  
.....)** only, totaling **Rs. ..../- (Rupees One Lakh)** only which  
has duly been acknowledged vide Money Receipt No. .... Dated  
..... . The consideration payable by the Purchaser(s) towards the aforesaid  
purchase @ **Rs. .... (Rupees .....)** against the  
residential unit and **Rs. .... (Rupees .....)** only  
against the Car Parking Space. The total consideration payable by the Purchaser(s)  
(Flat plus Car Parking) is **Rs. .... (Rupees .....)** only plus  
G.S.T. @ 12% amounting to **Rs. .... (Rupees .....)** only  
amounting to **Rs. .... (Rupees .....)** only.

We have no objection what so ever if the aforesaid purchaser(s) obtain  
permission from the concerned employer and proceed to obtain financial loan  
from the bank or any other financial institutions at his / her own capacity with  
due compliances of all requisite norms.

The purchaser(s) is/are hereby requested to enter into an Agreement To Sale pertaining to the aforesaid purchase at an early date but not exceeding 45(Forty Five) days from this letter date.

Thanking you.

Yours faithfully,

SUPREME CONSORTIUM

(Partner and/or Authorised Signatory)

Note:- Basic Price agreed to be paid by the Purchaser(s) @ Rs. .... per Sq. ft. for the Flat and Rs. .... for Car Parking inclusive of 6% G.S.T and balance 6% G.S.T to be collected from Purchaser(s).

### Agreement for Sale

This Agreement made this \_\_\_\_\_ day of \_\_\_\_\_ 2018 , by and between

**1.** \_\_\_\_\_ , son of ..... , by Religion - Hindu , Citizenship - Indian , by Occupation - Business & Service , Pan Card No. .... , Aadhaar No. residing at -

, and **2.** \_\_\_\_\_ , wife of ..... , by Religion - Hindu , Citizenship - Indian , by Occupation - Housewife & Business , , Pan Card No. .... , Aadhaar No..... residing at hereinafter called the **ALLOTTEE / INTENDING PURCHASERS**

which expression will unless excluded by or repugnant to the context be deemed to include their heirs, executors, administrators, representatives, successors in interest and permitted assigns of the **FIRST PART.**

### A N D

**(1) SRI BHASKAR KHAN son of Late Bishnu Chandra Khan, by caste Hindu, Nationality Indian, by profession business, having PAN No. AFRPK4444A, Aadhaar No. 5278 1869 6059, residing at J. C. Khan Road, P.O. & P.S. Bhadreswar, Dist. Hooghly (2) SRI DEBI PROSAD KHAN, son of Late Bishnu Chandra Khan, by caste Hindu, Nationality Indian, by profession business, having PAN No. AFOPK9107P, Aadhaar No. 4424 2373 9917, residing at J. C. Khan Road, P.O. & P.S. Bhadreswar, Dist. Hooghly (3) MRS. SNIGDHA KHAN wife of Lt. Ganga Prosad Khan, by caste Hindu, Nationality Indian, by profession house wife, having PAN No. ASBPK7271N, Aadhaar No. 8418 6573 6341, residing at J. C. Khan Road, P.O. & P.S. Bhadreswar, Dist. Hooghly (4) SMT USHA KHAN (Ghosh) wife of Santu Ghosh, by caste Hindu, Nationality Indian, by profession house wife, having PAN No. BLIPK0931L, Aadhaar No. 4647 6892 1645, residing at J. C. Khan Road, P.O. & P.S. Bhadreswar, Dist. Hooghly represented by constituted attorney SRI BIJOY GUHA MALLICK son of Lt. Birendra Nath Guha Mallick by Caste Hindu, by Nationality Indian, by Profession Business, having PAN No. ADIPG3332Q Aadhaar No. 3221 0651 7454, residing at Lake view Housing Complex, Flat No. D / SF - 3, Barabazar, P.O. & P.S. Chandernagore, Dist. Hooghly 712 136, presently residing at Uttarayan Apartment, Flat No. D-1/3, Barabazar, PO & PS, Chandernagore , Dist. Hooghly hereinafter called , the **OWNERS** and / or **INTENDING VENDORS** which expression shall unless excluded by or repugnant to the context be deemed to include their heirs, executors, administrators, representatives and assigns of the **SECOND PART.** By dint of general power of attorney executed on 27.01.2016 all the owners herein above appointed Sri Bijoy Guha Mallick as their constituted attorney and authorized signatory and the said power of attorney was registered in the office of ADSR Chandernagore being No. 23 of 2016.**

A N D

**M/S. SUPREME CONSORTIUM** A registered partnership firm duly registered with the registrar of firms , Govt. of West Bengal having PAN No. ABIFS8025Q , having its office at Chinsurah Super Market, Chinsurah R.S., P.O. & P.S. Chinsurah, Dist. Hooghly – 712 102 represented by (1) **SRI BIJOY GUHA MALLICK** son of Lt. Birendra Nath Guha Mallick by Caste Hindu, by Nationality Indian, by Profession Business, having PAN No. ADIPG3332Q , Aadhaar No. 3221 0651 7454, residing at Lake view Housing Complex, Flat No. D / S F - 3, Barabazar, P.O. & P.S. Chandernagore, Dist. Hooghly, presently residing at Uttarayan Apartment, Flat No. D-1/3, Barabazar, PO & PS, Chandernagore , Dist. Hooghly as self and as the constituted attorney of the other partner namely (2) **SRI KRISHNA CHANDRA MONDAL** son of Late Sitangshu Sekhar Mondal , by Caste Hindu, by Nationality Indian, by Profession Business, having PAN No. AFCPM4341K, Aadhaar No. 9908 4645 8320, residing at Ram Mandir, P.O. Chinsurah (RS), P.S. Chinsurah , District Hooghly – 712 102 , (3) **SMT RATNA GUHA MALLICK** wife of Bijoy Guha Mallick , by Caste Hindu, by Nationality Indian, by Profession Business, having PAN No. ADUPG4235A, Aadhaar No. 6660 9527 2785, residing at Lake view Housing Complex, Flat No. D / S F - 3, Barabazar, P.O. & P.S. Chandernagore, Dist. Hooghly – 712 136 (4) **SRI MAINAK MONDAL** son of Dilip Kumar Mondal, by Caste Hindu, by Nationality Indian, by Profession Business, having PAN No. AEIPM8633F, Aadhaar No. 7175 7688 7150, residing at “ Uttarayan ” P.O.Chinsurah (RS), P.S. Chinsurah , District Hooghly – 712 102 , (5) **SRI CHANCNAL KUMAR BHATTACHARYA** son of Late Prafullya Kumar Bhattacharya , by Caste Hindu, by Nationality Indian, by Profession Business, having PAN No. AEWPB2471A, Aadhaar No. 7426 7283 6157, residing at A. C. Chatterjee Bye Lane , P.O. & P.S. Chandernagore, District Hooghly – 712 136, (6) **SMT LIPI BHATTACHARYA** wife of Chanchal Kumar Bhattacharya , by Caste Hindu, by Nationality Indian, by Profession Business, having PAN No. AEGPB1837C, Aadhaar No. 8741 8809 0167, residing at A. C. Chatterjee Bye , P.O. & P.S. Chandernagore , District Hooghly – 712 136 , hereinafter referred to as the **PROMOTER / DEVELOPER** which expression shall unless excluded by or repugnant to the context be deemed to include as the partner’s or partner for the time being of the said firm , their heirs, executors, administrators, representatives, survivors and administrators of the last surviving partner and his/her/their assigns of the party of the **THIRD PART.** By dint of general power of attorney executed on 26.08.2016 all the partners of Supreme Consortium appointed Sri Bijay Guha Mallick as their constituted attorney and authorized signatory and the said power of attorney was registered in the office of ADSR Chandernagore being No. 274 of 2016. The owner , Promoter and Allottee shall hereinafter collectively be referred to as the parties and individually as a party.

## **DEFINITIONS**

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

- a 'Act' means the West Bengal Housing Industry Regulation Act, 2017 ( West Bengal Act. XLI of 2017)
- b 'Rules' means the West Bengal Housing Industry Regulation Rules , 2018 made under the West Bengal Housing Regulation Act. 2017
- c 'Regulation' means the regulation made under the West Bengal Housing Industry Regulation Act, 2017
- d 'Section' means a section of the Act.

AND WHEREAS the .155 acre i.e. 9 cottah 8 chatak 2 sq. ft bastu land in RS Plot No. 655, RS Khatian No. 375, corresponding to LR Plot No. 885 , LR Khatian No. 480 , 2937, 2938 and 802 and bastu land of Mouza Chandernagore and .071 acre i.e. 4 cottah 2 chatak 21 sq. ft. Bastu land in RS Plot No. 666 , RS Khatian No. 377 corresponding to LR Plot No. 896, LR Khatian No. 480, 2937, 2938 and 802 both the plots are in sheet No. 24 of Mouza Chandernagore, JL NO. 1, PS Chandernagore, Dist. Hooghly along with other properties previously belonged to Jogendra Chandra Khan.

AND WHEREAS Jogendra Chandra Khan settled the aforementioned properties to Ganesh Chandra Khan , Kartick Chandra Khan and Bishnu Khan by executing a Trust Deed dated 26.06.1946 registered at the office of Additional Registrar of Assurances , Kolkata.

AND WHEREAS after demise of Jogendra Chandra Khan, said Trustees namely Ganesh Chandra Khan, Kartick Chandra Khan and Bishnu Chandra Khan divided the Trust properties into three equal shares by executing an indenture being NO. 5000 dated 23.11.1954 registered in the office of Registrar of Assurance, Kolkata.

AND WHEREAS subsequently said Kartick Chandra Khan and Ganesh Chandra Khan became incapable to act as trustees and they retired and as per the terms of the Deed Smt. Lilabati Khan wife of Bishnu Ch. Khan became the trustee by a deed of indenture being No. 5134 dated 23.11.1954 registered in the office of Registrar of Assurance , Kolkata.

AND WHEREAS Bishnu Chandra Khan and Lilabati Khan became absolute owners of the aforementioned properties in the manner afore stated and their names were duly recorded in R.S.R.O.R.

AND WHEREAS said Lilabati Khan died intestate on 03.08.1978 and Bishnu Chandra Khan died

intestate on 15.03.1988 respectively leaving behind three sons namely Debi Prasad Khan, Ganga Prasad Khan and Bhaskar Khan as their legal heirs and successors and being the absolute owners of the said property they were owning and possessing the same to the competent authority.

AND WHEREAS said Ganga Prasad Khan died intestate on 18.8.2009 leaving behind his wife namely Smt. Snigdha Khan and only daughter namely Smt. Usha Khan (Ghosh) as his only legal heirs and successors and Smt. Snigdha Khan and Smt. Usha Khan (Ghosh) became the joint owners of the property left by Ganga Prasad Khan by way of inheritance having equal shares .

AND WHEREAS Debi Prasad Khan, Snigdha Khan, Usha Khan (Ghosh) and Bhaskar Khan i.e. the parties of the Second Part as the joint owners of the property mentioned herein above and which is described in the schedule A hereunder, and they mutated their names in the office of BL & LRO, Singur as well as in the office of Chandernagore Municipal Corporation and were owning and possessing the same jointly by paying rent and taxes to the concern authorities.

AND WHEREAS the parties of the SECOND PART i.e. the owners were not getting sufficient income from the properties mentioned in the A schedule hereunder, they had been in search of a Developer / promoter who would develop the A schedule property at their own cost in exchange of valuable consideration to be paid to the party of the second part and also allot a residential flat having super built up area of 500 sq. ft. in favour of the owner after completing proposed construction as per building plan sanctioned by Chandernagore Municipal Corporation . Since the parties of the SECOND PART had/have no detailed idea about the technicalities of raising construction as well as due to financial constraint , the parties of second part entered into a preliminary agreement for development with the parties of the Third part i.e. the promoter / developer on 14.09.2015 which was duly notarized on 14.09.2015 and in respect of land under LR Plot No. 885 & 896 which is amalgamated Bastu vacant land and free from all encumbrances .

AND WHEREAS a separate three storied building in the name and style NEERA APARTMENT was constructed on the RS Plot 656 but erroneously in the sanction plan of said NEERA APARTMENT , RS Plot No. 655 & 666 corresponding to LR Plot No. 885 & 896 respectively were inserted which was a mistake. In order to avoid further litigation in future in respect of the A schedule property , party of the Third Part filed Title Suit No. 299 of 2016 before the 1<sup>st</sup> Court of Civil Judge Jr. Divn. Chandernagore against the party of the SECOND PART praying for declaration that the said NEERA APARTMENT had actually been constructed on RS Plot No. 656 corresponding to LR Plot No. 886 as well as other reliefs.

AND WHEREAS the party of the Second part admitted the error / mistake which crept in the sanction plan of NEERA APARTMENT and the party of the Second part agreed to resolve the dispute on compromise and the Honble Court being satisfied after hearing both sides was pleased enough to pass the judgment on 30.11.2016 upholding the contention of the parties of the Third Part.

AND WHEREAS the owners or the party of the Second part are the absolute and lawful owner in respect of the property specifically mentioned in the A schedule and have established their absolute right of ownership and has been owning and possessing the same by paying rents and taxes to the appropriate authorities having clear marketable title to the A schedule property and the said property is free from all sorts of encumbrances , charges, liens , lis-pendse, attachment, trust whatsoever and that the owners are now absolutely seized and possessed of or otherwise well and sufficiently entitled to the A schedule property.

AND WHEREAS the parties of the Second part in furtherance of the preliminary development agreement as afore stated as well as the mutual understanding with the parties of the Third part, entered into a development agreement with the parties of the third part thereby conferring the development right to the parties of the THIRD PART and the said agreement was registered on 29.03.2018 being No. 782 of 2018 in the office of ADSR, Chandernagore and simultaneously the parties of the SECOND PART also executed and registered one General Power of Attorney in favour of the parties of the THIRD PART by registered Power of Attorney being No. 786 of 2018 in the office of ADSR Chandernagore.

AND WHEREAS the parties of the THIRD PART engaged competent surveyor, planner and architect and prepared a building plan for the proposed multi storied building and submitted the same before Chandernagore Municipal Corporation and after due verification and inspection the said plan was sanctioned by Chandernagore Municipal Corporation being No. B-3/RB/55(A)/17-18 Dated 09.08.2017.

AND WHEREAS the A schedule land is earmarked for the purpose of building a semi-commercial as well as residential building comprising of apartments , shops , garages , commercial spaces and the said project shall be known as “ SOUTH POINT ” .

AND WHEREAS the aforesaid proposed project is situated in a very attractive place and many persons are approaching the parties of the Third part for getting an allotment of flat / shop / garage / commercial space in the said project and the party of the Third Part i.e. the Promoter as well as the parties of the Second part i.e. the owners intend to enter into agreement for sale for flat / shop / garage / commercial

space which has been agreed to be allotted as owners allocation by virtue of the registered development agreement being No. 782 of 2018 in the office of ADSR, Chandernagore.

AND WHEREAS the promoter i.e. the party of the Third Part is fully competent to entered into this agreement and all the legal formalities with respect to the right , title, interest of the promoter regarding the A schedule property on which the project is to be constructed have been completed.

AND WHEREAS the Chandernagore Municipal Corporation has granted the commencement certificate to develop the project vide approval dated 17.08.2017 bearing registration No. 5960.

AND WHEREAS the promoter has obtained the final lay out plan , sanction plan , specifications and approvals for the project and also for the apartment, Plot or building as the case may be from Chandernagore Municipal Corporation. The promoter agrees and undertakes that it shall not make any changes to this approve plans except in strict compliance with Sec 14 of the Act. and othe laws as applicable .

AND WHEREAS the promoter has registered the project under the provisions of the Act. with the West Bengal Housing Industry Regulatory Authority at ..... on..... Under Registration No. ....

AND WHEREAS the allottee i.e. the party of the First part had applied for an apartment / flat / shop / garage / commercial space in the project vide application No. .... dated ..... and he / she / they have been allotted apartment No. .... Having carpet area of ..... sq. ft. , type, on floor in block No. .... Building along with garage / covered parking No. measuring ..... Sq. f.t in the ..... As permissible under the applicable law and of pro-rata shares in the ‘common areas’ as defined (m) of Sec 2 of the Act. ( hereinafter referred to as the ‘Apartment’ more particularly described in Schedule B and the floor plan of the apartment as annexed hereto and marked as Schedule C.

AND WHEREAS all the parties have gone through all the terms and conditions set out in this agreement and understood the mutual rights and obligations detailed herein .....

.....(*any specific terms and conditions as per our need can be inserted here*).....

.....

.....



AND WHEREAS the parties hereby confirmed that they are signing this agreement with full knowledge, laws, rules, regulations, notifications etc. applicable to the project.

AND WEHREAS the parties relying on the confirmation, representation and assurance of each other to faithfully abide by all the terms and conditions and stipulation contend in this agreement and all applicable laws , now are willing to entered into this agreement on terms and conditions appearing here inafter .

In accordance with the terms and conditions set out in this agreement and as mutually agreed upon by and between , the promoter hereby agrees to sale and the allottee hereby agrees to purchase the apartment / flat / shop / garage / commercial space as specified herein above .

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

## 1 TERMS

1.1 Subject to the terms and conditions as detailed in this agreement, the promoter agrees to sale to the allottee and the alottee hereby agrees to purchase the flat / shop / garage / commercial space as specified herein above and morefully described in schedule B hereinunder.

1.2 The total price for the flat / shop / garage / commercial space based on the carpet area is Rs. .... Only , the break up and description is as follows

Block / Building / Tower No. ....

Apartment No. ....

Type .....

Floor.....

Total Price in Rs. .... Rate of apartment / sq. ft.

### **Break up of total price**

Cost of Apartment

Cost of exclusive balcony or verandas areas

Cost of exclusive open terrace areas

Proportionate cost of common areas

Preferential location charges , taxes, maintenance charges as per para 11 etc.

## **EXPLANATION**

(i) The Total Price above includes the booking amount paid by the allottee to the Promoter towards the [Apartment/ flat/shop/garage/commercial space....];

(ii) The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter by way of GS.T. and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter, by whatever name called) up to the date of handing over the possession of the Apartment/ flat/shop/garage/commercial space to the allottee and the project to the association of allottees or the competent authority, as the case may be, after obtaining the completion certificate;

Provided that in case there is any change / modification in the taxes, the subsequent amount payable by the allottee to the promoter shall be increased/reduced based on such change / modification;

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

(iii) The Promoter shall periodically intimate in writing to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment demanded by the Promoter within the time and in the manner specified therein. In addition, the Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rulcs/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;

(iv) The Total Price of [Apartment/ flat/shop/garage/commercial space] includes recovery of price of land, construction of [not only the Apartment/ flat/shop/garage/commercial space but also] the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the apartment, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the common areas, maintenance charges as per para 11 etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the [Apartment/ flat/shop/garage/commercial space] and the Project.

1.3. The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay due to increase on account of development charges payable to the competent authority and/or

any other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/ charges imposed by the competent authorities, the Promoter shall enclose the said notification/order/rule/ regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments. Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said project by the Authority as per the Act, the same shall not be charged from the Allottee.

1.4. The Allottee(s) shall make the payment as per the payment plan set out in Schedule D ("Payment Plan").

1.5. The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee by discounting such early payments @-.....% per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.

1.6. It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described herein at Schedule 'E' and Schedule 'F' (which shall be in conformity with the advertisement, prospectus etc. on the basis of which sale is effected) in respect of the apartment, plot or building, as the case may be. Without the previous written consent of the Allottee as per the provisions of the Act.

Provided that the Promoter may make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act.

1.7. The Promoter shall confirm to the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter, If there is reduction in the carpet area then the Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area, which is not more than three percent of the carpet area of the apartment, allotted to Allottee, the Promoter may demand that from the Allottee as per the next milestone of the Payment Plan as provided in Schedule D. All these monetary adjustments shall be made at the same rate per square feet as agreed in para 1.2 of this Agreement.

1.8. Subject to para 9.3 the Promoter agrees and acknowledges, the Allottee shall have the right to the [Apartment/ flat/shop/garage/commercial space] as mentioned below:

(i) The Allottee shall have exclusive ownership of the [Apartment/ flat/ shop/ garage/ commercial space];

(ii) The Allottee shall also have undivided proportionate share in the Common Areas. Since the share interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the promoter shall hand over the common areas to the association of allottees after duly obtaining the completion certificate from the competent authority as provided in the Act;

(iii) That the computation of the price of the [Apartment/ flat/shop/garage/commercial space] includes recovery of price of land, construction of [not only the Apartment/ flat/shop/garage/commercial space but also] the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the apartment, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the common areas, maintenance charges as per para 11 etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the [Apartment/ flat/shop/garage/commercial space] and the Project;

(iv) The Allottee has the right to visit the project site to assess the extent of development of the project and his Apartment/ flat/shop/garage/commercial space, as the case may be.

1.9. It is made clear by the Promoter and the Allottee agrees that the [Apartment/ flat/shop/garage/commercial space] along with..... garage/covered parking shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the said Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottees of the Project.

1.10. The Promoter agrees to pay all outgoings before transferring the physical possession of the apartment to the Allottees, which it has collected from the Allottees, for the payment of

outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the project). If the Promoter fails to pay all or any of the outgoings collected by it from the Allottees or any liability, mortgage loan and interest thereon before transferring the Apartment/ flat/shop/garage/commercial space to the Allottees, the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person.

1.11. The Allottee has paid a sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) as booking amount being part payment towards the Total Price of the [Apartment/ flat/shop/garage/commercial space] at the time of application the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the [Apartment/ flat/shop/garage/commercial space] as prescribed in the Payment Plan [Schedule D] as may be demanded by the Promoter within the time and in the manner specified therein: Provided that if the allottee delays in payment towards any amount which is payable, he shall be liable to pay interest at the rate prescribed in the Rules.

## 2. MODE OF PAYMENT:

Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the Payment Plan [through A/c Payee cheque/demand draft/bankers cheque or online payment (as applicable) in favour of payable at Kolkata.

## 3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

3.1. The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999. Reserve Bank of India Act, 1934 and the Rules and Regulations made thereunder or any statutory amendment & modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/ transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfill its obligations under

this. Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or the statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

3.2. The Promoter accepts no responsibility in regard to matters specified in para 3.1 above. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the applicable laws. The Promoter shall not be responsible towards any third party making payment remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the said apartment applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

#### 4. ADJUSTMENT/APPROPRIATION OF PAYMENTS:

The Allottee authorizes the Promoter to adjust appropriate all payments made by him/her under any head(s) of dues against lawful outstanding of the allottee against the [Apartment/flat/shop/garage/commercial space], if any, in his/her name and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

**5. TIME IS ESSENCE:**

The Promoter shall abide by the time schedule for completing the project as disclosed at the time of registration of the project with the Authority and towards handing over the [Apartment/ flat/shop/garage/commercial space] to the Allottee and the common areas to the association of allottees or the competent authority, as the case may be.

**6. CONSTRUCTION OF THE PROJECT/APARTMENT:**

The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the [Apartment/ flat/shop/garage/commercial space] and accepted the floor plan, payment plan and the specifications, amenities and facilities [annexed along with this Agreement] which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities, subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the West Bengal Housing Industry Regulation Act, 2017 ( West Bengal Act. XLI of 2017) and shall not have an option to make any variation /alteration/modification in such plans, other than in the manner provided under the Act, and breach of this term by the Promoter shall constitute a material breach of the Agreement.

**7. POSSESSION OF THE APARTMENT/ FLAT/ SHOP / GARAGE/  
COMMERCIAL SPACE :**

7.1.Schedule for possession of the said [Apartment/ flat/shop/garage/commercial space] - The Promoter agrees and understands that timely delivery of possession of the [Apartment/ flat/shop/garage/commercial space] to the allottee and the common

areas to the association of allottees or the competent authority, as the case may be, is the essence of the Agreement. The Promoter assures to hand over possession of the [Apartment/ flat/shop/garage/commercial space] along with ready and complete common areas with all specifications, amenities and facilities of the project in place on .....unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project ("Force Majeure"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the [Apartment/ flat/shop/garage/commercial space].

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

7.2.Procedure for taking possession - The Promoter, upon obtaining the occupancy certificate from the competent authority shall offer in writing the possession of the [Apartment/ flat/shop/garage/commercial space], to the Allottee in terms of this Agreement to be taken within two months from the date of issue of occupancy certificate. [Provided that, in the absence of local law, the conveyance deed in favour of the allottee shall be carried out by the promoter within 3 months from the



date of issue of occupancy certificate]. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee, after taking possession, agree(s) to pay the maintenance charges as determined by the Promoter/association of allottees, as the case may be after the issuance of the completion certificate for the project. The promoter shall hand over the occupancy certificate of the Apartment/ flat/shop/garage/commercial space, as the case may be, to the allottee at the time of conveyance of the same.

7.3. Failure of Allottee to take Possession of [Apartment/ flat/shop/garage/commercial space] - Upon receiving a written intimation from the Promoter as per para 7.2, the Allottee shall take possession of the [Apartment/ flat/shop/garage/commercial space] from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the [Apartment/ flat/shop/garage/commercial space] to the allottee. In case the Allottee fails to take possession within the time provided in para 7.2. such Allottee shall continue to be liable to pay maintenance charges as specified in para 7.2.

7.4 Possession by the Allottee - After obtaining the occupancy certificate and handing over physical possession of the [Apartment/ flat/shop/garage/commercial space] to the Allottees, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common areas, to the association of Allottee or the competent authority, as the case may be, as per the local laws; [Provided that, in the absence of any local law, the promoter shall handover the necessary documents and plans, including common areas, to the association of allottees or the competent authority, as the case may be, within thirty days after obtaining the completion certificate].

7.5.Cancellation by Allottee - The Allottee shall have the right to cancel/ withdraw his allotment in the Project as provided in the Act:

Provided that where the allottee proposes to cancel/withdraw from the project without any fault of the promoter, the promoter herein is entitled to forfeit the booking amount paid for the allotment. The balance amount of money paid by the allottee shall be returned by the promoter to the allottee within 45 days of such cancellation.

7.6.Compensation - The Promoter shall compensate the Allottee in case of any loss caused to him due to defective title of the land, on which the project is being developed or has been developed, in the manner as provided under the Act and the claim for interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in Force.

Except for occurrence of a Force Majeure event, if the promoter fails to complete or is unable to give possession of the [Apartment/ flat/shop/garage/commercial space] (i) in accordance with the terms of this Agreement, duly completed by the date specified in para 7.1; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act, or for any other reason, the Promoter shall be liable, on demand to the allottees, in case the Allottee wishes to withdraw from the Project without prejudice to any other remedy available, to return the total amount received by him in respect of the [Apartment/ flat/shop/garage/commercial space], with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act within forty-five days of it becoming due;

Provided that where if the Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee interest at the rate prescribed in the Rules for every month of delay, till the handing over of the possession of the [Apartment/ flat/shop/garage/commercial

space] which shall be paid by the promoter to the allottee within forty-five days of it becoming due.

#### 8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

The Promoter hereby represents and warrants to the Allottee as follows:

- (i) The Owner has absolute, clear and marketable title with respect to the said Land; the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project and the promoter by virtue of the Development agreement being No 782 of 2018 of ADSR Chandernagore have got legal right to develop the A schedule property and by virtue of the registered power of Attorney being No 786 of 2018 of ADSR Chandernagore, the owners have conferred the right to the promoter to enter into this agreement for sale with the allottees;
- (ii) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project; ,
- (iii) There are no encumbrances upon the said Land or the Project:
- (iv) There are no litigations pending before any Court of law or Authority with respect to the said Land, Project or the [Apartment/flat/shop/garage/commercial space];
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and [Apartment/flat/shop/garage/commercial space] are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Building and [Apartment/ flat/shop/garage/commercial space] and common areas;
- (vi) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right,

title and interest of the Allottee created herein, may prejudicially be affected:

- (vii) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Land including the Project and the said [Apartment/ flat/shop/garage/commercial space] which will, in any manner, affect the rights of Allottee under this Agreement;
- (viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said [Apartment/ flat/shop/garage/commercial space] to the Allottee in the manner contemplated in this Agreement;
- (ix) At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the [Apartment/ flat/shop/garage/commercial space] to the Allottee and the common areas to the association of allottees or the competent authority, as the case may be;
- (x) The Schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor and no minor has any right, title and claim over the Schedule Property;
- (xi) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities till the completion certificate has been issued and possession of Apartment/ flat/shop/garage/commercial space or building, as the case may be, along with common areas (equipped with all the specifications, amenities and facilities) has been handed over to the allottee and the association of allottees or the competent authority, as the case may be;

(xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoter or owner in respect of the said Land and/or the Project..

## 9. EVENTS OF DEFAULTS AND CONSEQUENCES:

9.1. Subject to the Force Majeure clause, the Promoter shall be considered under a condition of Default, in the following events;

(i) Promoter fails to provide ready to move in possession of the [Apartment/ flat/shop/garage/commercial space] to the Allottee within the time period specified in para 7.1 or fails to complete the project within the stipulated time disclosed at the time of registration of the project with the Authority. For the purpose of this para 'ready to move in possession' shall mean that the apartment shall be in a habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the parties, and for which occupation certificate and completion certificate, as the case may be, has been issued by the competent authority;

(ii) Discontinuance of the Promoter's business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made thereunder.

9.2. In case of Default by Promoter under the conditions listed above.

Allottee is entitled to the following:

(i) Stop making further payments to Promoter as demanded by the Promoter. If the Allottee stops making payments the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any interest; or

(ii) The Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the Apartment/ flat/shop/garage/commercial space, along with interest at the rate prescribed in the Rules within forty-five days of receiving the termination notice;

Provided that where an Allottee does not intend to withdraw from the project or terminate the Agreement, he shall be paid, by the promoter, interest at the rate prescribed in the Rules, for every month of delay till the handing over of the possession of the (Apartment/ flat/shop/garage/commercial space), which shall be paid by the promoter to the allottee within forty-five days of it becoming due.

9.3. The Allottee shall be considered under a condition of Default, on the occurrence of the following events:

(i) In case the Allouee fails to make payments for consecutive demands made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard the allottee shall be liable to pay interest to the promoter on the unpaid amount at the rate prescribed in the Rules;

(ii) In case of Default by Allottee under the condition listed above continues for a period beyond .....consecutive months after notice from the Promoter in this regard, the Promoter may cancel the allotment of the [Apartment/ flat/shop/garage/commercial space] in favour of the Allottee and refund the money paid to him by the allottee by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated;

Provided that the promoter shall intimate the allottee about such termination at least thirty days prior to such termination.

#### 10. CONVEYANCE OF THE SAID APARTMENT:

The Promoter, on receipt of Total Price of the [Apartment/ flat/shop/garage/commercial space] as per para 1.2 under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the [Apartment/ flat/shop/garage/commercial space] together with proportionate indivisible share in the Common Areas within 3 months from the date of issuance of the occupancy certificate and the completion certificate, as the case may be. to the allottee:

[Provided that, in the absence of local law, the conveyance deed in favour of the allottee shall be carried out by the promoter within 3 months from the date of issue of occupancy certificate]. However, in case the Allottee Fails to deposit the stamp duty and/or registration charges within the period mentioned in the notice, the Allottee authorizes the Promoter to withhold registration of the conveyance deed in his/her favour till payment of stamp duty and registration charges to the Promoter is made by the Allottee.

#### II. MAINTENANCE OF THE SAID BUILDING/APARTMENT/PROJECT:

The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the association of allottees upon the issuance of the completion certificate of the project. The cost of such maintenance has been included in the Total Price of the [Apartment/ flat/shop/garage/commercial space].

#### 12.DEFECT LIABILITY:

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the agreement for sale relating to such development is brought to the notice of the Promoter within a period of 5 (five) years by the Allottee from the date of handing over possession, it shall be the duty of the Promoter to rectify such defects without further charge, within 30 (thirty) days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottees shall be entitled to receive appropriate compensation in the manner as provided under the Act.

#### 13.RIGHT TO ENTER THE APARTMENT FOR REPAIRS:

The Promoter/maintenance agency/association of allottees shall have rights of unrestricted access of all Common Areas, garages/covered parking and parking spaces for providing necessary maintenance services and the Allottee agrees to permit the association of allottees and/or maintenance agency to enter into the [Apartment/ flat/shop/garage/commercial space] or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with view to set right any defect.

#### 14.USAGE:

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

#### 15.COMPLIANCE WITH RESPECT TO THE APARTMENT:



15.1. Subject to para 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the [Apartment/ flat/shop/garage/commercial space] at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the [Apartment/ flat/shop/garage/commercial space], or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the [Apartment/ flat/shop/garage/commercial space] and keep the [Apartment/ flat/shop/garage/commercial space], its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.

15.2. The Allottee further undertakes, assures and guarantees that he/she would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face facade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottees shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the [Apartment/ flat/shop/garage/commercial space] or place any heavy material in the common passages or staircase of the Building. The Allottee shall also not remove any wall including the outer and load bearing wall of the [Apartment/ flat/shop/garage/commercial space].

15.3. The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the association of allottees and/or maintenance agency appointed by association of allottees. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

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

The Parties are entering into this Agreement for the allotment of a [Apartment/ flat/shop/garage/commercial space] with the full knowledge of all laws, rules, regulations, notifications applicable to the project.

**17.ADDITIONAL CONSTRUCTIONS:**

The Promoter undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the building plan, layout plan, sanction plan and specifications, amenities and facilities has been approved by the competent authority(ies) and disclosed, except for as provided in the Act.

**18.PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:**

After the Promoter executes this Agreement he shall not mortgage or create a charge on the [Apartment/Plot/ Building] and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such [Apartment/ flat/shop/garage/commercial space].

**19.APARTMENT OWNERSHIP ACT:**

The Promoter has assured the Allottees that the project in its entirety is in accordance with the provisions of the Apartment Ownership Act prevailing in the State of West Bengal. The Promoter showing compliance of various laws/ regulations as applicable in the State of West Bengal.

**20. BINDING EFFECT:**

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the Additional Sub-

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

**21. ENTIRE AGREEMENT:**

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

**22. RIGHT TO AMEND:**

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

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

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

**24. WAIVER NOT A LIMITATION TO ENFORCE:**

24.1 .The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee in not making payments as per the Payment Plan [Annexure D] including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Promoter in the case of one Allottee shall not be construed to be a precedent and /or binding on the Promoter to exercise such discretion in the case of other Allottees.

24.2. Failure on the part of the Parties to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

#### 25.SEVERABILITY:

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

#### 26.METHOD OF CALCULATION OF PROPORTIONATE SHARE

##### WHEREVER REFERRED TO IN THE AGREEMENT:

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in Project, the same shall be the proportion which the carpet area of the [Apartment/ flat/shop/garage/commercial space] bears to the total carpet area of all the [Apartment/ flat/shop/garage/commercial space] in the Project.

#### 27.FURTHER ASSURANCES:

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

**28.PLACE OF EXECUTION:**

The execution of this Agreement shall be completed only upon its execution by the Promoter through its authorized signatory at the Promoter's Office and the Allottee, after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Additiona Sub-Registrar at Chandernagore . Hence this Agreement shall be deemed to have been executed at Chandernagore .

**29. NOTICES:**

That all notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by Registered Post at their respective addresses specified below:

\_\_\_\_\_ Name of Allottee

\_\_\_\_\_ (Allottee Address)

**M/S. SUPREME CONSORTIUM** , Promoter name

Chinsurah Super Market, Chinsurah R.S., P.O. & P.S.  
Chinsurah, Dist. Hooghly – 712 102 -- (Promoter Address)

It shall be the duty of the Allottee and the Promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters

posted at the above address shall be deemed to have been received by the promoter or the Allottee, as the case may be.

**30. JOINT ALLOTTEES:**

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

**31. SAVINGS:**

Any application letter, allotment Letter, agreement, or any other document signed by the allottee in respect of the Apartment/flat/shop/garage/commercial space, as the case may be, prior to the execution and registration of this Agreement for Sale for such Apartment/flat/shop/garage/commercial space as the case may be, shall not be construed to limit the rights and interests of the allottee under the Agreement for Sale or under the Act or the rules or the regulations made thereunder.

**32. GOVERNING LAW:**

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

**33. DISPUTE RESOLUTION:**

ALL or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled under the Arbitration and Conciliation Act, 1996 and in case the dispute remains unsettled, the Courts at Chandernagore will be the appropriate Court of Law agreed to have competent Jurisdiction to try the dispute.

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for Sale at (Chandernagore) in the presence of attesting witness, signing as .....such on the day first above written.

SIGNED AND DELIVERED BY THE  
WITHIN NAMED: Allottee: (including  
joint buyers)

(2) Signature

Name

Address

(1) Signature

Name

Address

Please affix Photographs and Sign

across

the photograph

Please affix Photographs

and Sign across the

photograph

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Promoter:

(1) Signature

Name

Address

Please affix

Photographs and

Sign across the

photograph

At

on

in the

presence

of:



WITNESSES:

1. Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

2. Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

SCHEDULE A' – LAND SCHEDULE ALONG WITH  
BOUNDARIES IN ALL FOUR DIRECTIONS

District Hooghly, District Sub-Registry office Hooghly , ADSR  
Office & PS & Mouja Chandernagore, JL No. 1, sheet No. 24 :

1 All that piece and parcel of Bastu Land admeasuring and  
aggregate area of 0.155 acre equivalent to 9 (Nine) cottahs 6  
(Six) chataks 2 (two) sq. ft. appertaining to RS Dag No. 655 ( Six  
Hundred and Fifty Five) under RS Khatian No. 375 (Three  
Hundred and Seventy Five) corresponding to LR Dag No. 885  
under LR Khatian Nos. 480, 2937, 2938 and 802.

1 All that piece and parcel of Bastu Land admeasuring and  
aggregate area of 0.071 acre equivalent to 4 (Four) cottahs 4  
(Four) chataks 21 (twenty one) sq. ft. appertaining to RS Dag  
No. 666 ( Six Hundred and Sixty Six) under RS Khatian No.  
377 (Three Hundred and Seventy Seven) corresponding to LR

Dag No. 896 under LR Khatian Nos. 480, 802, 2449, 2451,2937, 2938.

Yearly rent payable to BL & LRO, Singur.

The Properties comprised in Holding No. 99(new), 92(old), Mankundu Station Road, under ward No. 21 of Chandernagore Municipal Corporation, PO & PS Chandernagore, Dist. Hooghly.

RS Dag No. 655, LR Dag No. 885 butted and bounded by :

North : Mankundu Station Road

South : Property of LR Dag No. 896 & Common passage

East : Property of LR Dag No. 886

West : Property of LR Dag Nos. 883 & 884

RS Dag No. 666, LR Dag No. 896 butted and bounded by :

North : Property of LR Dag Nos. 885 & 886

South : Common Passage

East : Property of LR Dag No. 895

West : Property of LR Dag No. 885

**SCHEDULE 'B' - FLOOR PLAN OF THE APARTMENT**

One flat / shop/ garage/ commercial space having carpet area of  
..... sq. ft. in the ..... Floor ..... Block .....

Sl. No. ....

## SCHEDULE'C - PAYMENT PLAN

|  |      |
|--|------|
| 1. Booking Amount (During Agreement) -   | 10%  |
| 2. Against roof casting of the floor<br>of the respective Block -                        | 15%  |
| 3. On or before casting of top floor<br>slab of the respective block                     | 30%  |
| 4. After completion of Brick Work of the said<br>Flat/Commercial unit                    | 25%  |
| 4. Within 7 days of receipt of Notice for possession<br>of the said Flat/Commercial unit | 20%  |
| -----  |      |
|  | 100% |

## SCHEDULE D - SPECIFICATIONS. AMENITIES, FACILITIES (WHICH ARE PART OF THE APARTMENT)

### **Structure :**

RCC Frame

### **Walls :**

Internal: All internal walls of 125 mm thick red brick finished with reputed brand putty

External: All walls of 200 mm thick red brick finished with Weather proof exterior finishing paint of reputed brand.

### **Flooring :**

Vitrified tiles flooring in bed room, leaving room and balcony  
Toilet and Kitchen – Marble flooring

### **Electricals :**

Concealed ISI copper conductor flexible wire and modular switches of reputed brand, A.C. point in Master bed room.

Internet point in Living and Master bed room. Geyser, microoven, aquaguard connecting provision. Inverter connecting power backup provision.

**Kitchen :**

Cooking Platform with Black Stone structure, granite top table, Stainless Steel sink, reputed brand glazed tiling up to 3' height from cooking table.

**Toilets :**

Marble floor, Wall tiles up to door height of reputed brand.

CP bath fitting of ISI standard, reputed brand.

Sanitary fittings of ISI standard, reputed brand, all white.

**Doors :**

Salwood door frame with flush door shutters finished with C. P. teak laminated board, duly polished one side. Wooden paneled polished main door.

PVC door at Toilet/WC

**Windows :**

Aluminum sliding windows with smoke glass shutters.

SCHEDULE 'E' - SPECIFICATIONS, AMENITIES.

FACILITIES (WHICH ARE PART OF THE PROJECT)

**Lift:**

Five passenger lift of reputed brand

**Water supply:**

24 hrs. water supply through overhead tank

Standby underground water reservoir of adequate capacity.

**Generator:**

3 phase Generator of reputed make to cater power to operate lift, submersible pump, residential and commercial units.

**Community Hall:**

A spacious Community Hall on Ground Floor.

**Security:**

24 hrs. high security.

**DEED OF SALE**

**THIS INDENTURE** is made on this the ..... day of  
....., 201.... Two Thousand and .....

Cont. P/2

:: 2 ::

**BETWEEN**

1.**SRI DEBI PROSAD KHAN**, son of Late Bishnu Chandra Khan, by caste - Hindu, by occupation - Business, having PAN No. AFOPK9107P, 2.**SMT. SNIGDHA KHAN**, wife of late Ganga Prasad Khan, by caste - Hindu, by profession - House wife, having PAN No. ASBPK7271N, 3.**SMT.USHA KHAN (GHOSH)**, wife of Sri Santu Ghosh, daughter of Late Ganga Prasad Khan, by caste-Hindu, by profession - Business, having PAN No. BLIPK0931L, 4. **SRI BHASKAR KHAN** alias **SRI BHASKAR PROSAD KHAN**, son of Late Bishnu Chandra Khan, by Caste Hindu, By occupation Business, having PAN No. AFRPK4444A, all are residing at J. C. Khan Road, P.O.: Mankundu, P.S.: Bhadreswar, Dist. Hooghly, Pin: 712139, all are Represented by their Constituted Attorney : **SRI BIJOY GUHA MALLICK**, son of Late Birendra Nath Guha Mallick, by Caste – Hindu, by profession – Business, PAN : **ADIPG3332Q**, residing at Lake View Housing Complex, Flat No.D/SF-3, P.O.&P.S. Chandernagore, District– Hooghly, PIN-712136, presently residing at Uttarayan Apartment, Flat No: D-1/3, Barabazar, P.O & P.S: Chandannagar, Dist: Hooghly, PIN: 712136, hereinafter referred to and called as the **“VENDORS”** (Which terms or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their heirs, executors, administrators, successors, representatives and assigns) of the **FIRST PART**,

Cont.P/3

:: 3 ::

**AND**

**“SUPREME CONSORTIUM”**, a Registered Partnership Firm, having its office at Super Market, Chinsurah Station Road, P.O. Chinsurah (R.S.), P.S. Chinsurah, District Hooghly, **PAN:ABIFS8025Q**, Represented by its partners: **1.SRI BIJOY GUHA MALLICK** son of Late Birendra Nath Guha Mallick, by Caste – Hindu, by profession – Business, **PAN : ADIPG3332Q**, residing at Lake View Housing Complex, Flat No.D/SF-3, P.O.&P.S. Chandernagore, District– Hooghly, PIN-712136, presently residing at Uttarayan Apartment, Flat No: D-1/3, Barabazar, P.O & P.S: Chandannagar, Dist: Hooghly, PIN: 712136, **for self and as for Constituted Attorney of other Partners namely: 2. SMT. RATNA GUHA MALLICK**, wife of Sri Bijoy Guha Mallick, by Caste– Hindu(Indian), by Profession – Business, **PAN : ADUPG4235A**, residing at Lake View Complex, Flat No. D/SF-3, Barabazar, P.O. & P.S. – Chandernagore, District– Hooghly, PIN-712136, **3.SRI KRISHNA CHANDRA MONDAL**, son of Late Sitangshu Sekhar Mondal, by Caste– Hindu(Indian), by profession– Business, **PAN : AFCPM4341K**, residing at Ram Mandir, P.O. Chinsurah (R.S.), P.S. Chinsurah, District – Hooghly, PIN-712102, **4. SRI MAINAK MONDAL**, son of Sri Dilip Kumar Mondal, by Caste– Hindu (Indian), by Profession– Business, **PAN : AEIPM8633F**, residing at “Uttarayan”, P.O. Chinsurah (R.S.), P.S. Chinsurah, District- Hooghly, Pin- 712102, **5.SRI CHANCHAL KUMAR BHATTACHARYA**, son of Prafulla Kumar Battacharya, by Caste–Hindu (Indian), by Profession – Business, **PAN : AEWPB2471A**, residing at A.C. Chatterjee Bye

Cont.P/4

:: 4 ::

Lane, P.O. & P.S. Chandernagore, District– Hooghly, PIN-712136, and **6. SMT. LIPI BHATTACHARYA**, wife of Sri Chanchal Kumar Bhattacharya, by Caste – Hindu, by Profession – Business, **PAN : AEGPB1837C**, residing at A.C. Chatterjee Bye Lane, P.O.&P.S. Chandernagore, District- Hooghly, PIN-712136, hereinafter referred to and called as the **“BUILDER/DEVELOPER”** (which expression or term shall unless excluded by or repugnant to the subject or context be deemed to mean and include their legal heirs, successors, administrators, executors, representatives and assign )of the **SECOND PART**.

**AND**

1. ....., son/wife of ....., by religion:....., Indian Citizen, by Profession: ....., PAN: ....., Holding AADHAR: ....., Residing at ....., P.O..... P.S....., Dist.-....., PIN:....., State:.....,

2. ....., son/wife of ....., by religion:....., Indian Citizen, by Profession: ....., PAN: ....., Holding AADHAR: ....., Residing at ....., P.O..... P.S....., Dist.-....., PIN:....., State:....., hereinafter called the **“PURCHASER”** (Which expression shall unless excluded by or repugnant to the subject or context shall be deemed to mean and include her heirs, successors, executors, administrators, legal representatives and or assigns) of the **THIRD PART**.



:: 5 ::

**WHEREAS** all that piece and parcel of Bastu Land admeasuring 9 Cottahs 6 Chittaks 2 Sq.ft. equivalent to 0.155 Acre appertaining to R.S.Dag No. 655 under R.S. Khatian No. 375, corresponding to L.R. Dag No.885, under L.R. Khatian Nos.480, 2937, 2938 and 802, AND Bastu Land admeasuring 4 Cottahs 4 Chittaks 21 Sq.ft. equivalent to 0.071 Acre appertaining to R.S.Dag No. 666 under R.S. Khatian No. 377, corresponding to L.R. Dag No.896, under L.R. Khatian Nos. 480, 802, 2449, 2451,2937 and 2938 both are within Sheet No. 24, Mouza Chandernagore, J.L. No.1, P.S. Chandernagore, District Hooghly and other properties previously belonged to Jogendra Chandra Khan.

**AND WHEREAS** that said Jogendra Chandra Khan settled the aforesaid property in favour of Ganesh Chandra Khan, Kartick Chandra Khan and Bishnu Chandra Khan by executing a Deed of Trust dated 26.06.1946 registered at the Office of Additional Registrar of Assurances, Kolkata.

**AND WHEREAS** that after demise of said Jogendra Chandra Khan, said Trustees Ganesh Chandra Khan, Kartick Chandra Khan and Bishnu Chandra Khan divided the said properties into three equal share by executing an Indenture dated 23.11.1954.

**AND WHEREAS** that subsequently said Kartick Ch. Khan and Ganesh Ch. Khan being incapable to act as trustee and they retired and as per the terms of the Deed and Smt. Lilabati Khan wife of Bishnu Ch. Khan became trustee by a Deed of Indenture dated 23/11/1954 registered in the office of Registrar of Assurance, Kolkata.

Cont.P/6

:: 6 ::

**AND WHEREAS** that said Bishnu Chandra Khan and Lilabati Khan became absolute owners of the said properties and their names were duly recorded in R.S.R.O.R. etc.

**AND WHEREAS** that said Lilabati Khan died intestate on 03.08.1978 and Bishnu Ch. Khan died intestate on 15.03.1988 living behind their three sons namely 1. SRI DEBI PROSAD KHAN , 2. GANGA PROSAD KHAN & 3. SRI BHASKAR KHAN alias SRI BHASKAR PROSAD KHAN as their sole legal heirs and successors and being absolute owners of the said properties they were owning and possessing the same by paying rates and taxes to competent authority .

**AND WHEREAS** that said Ganga Prasad Khan died intestate on 18.08.2009 leaving behind his wife namely Smt. Snigdha Khan and only daughter namely Smt. Usha Khan (Ghosh) as his only legal heirs and successors and said Smt. Snigdha Khan and Smt. Usha Khan (Ghosh) became the joint absolute Owners of property left by Ganga Prasad Khan by way of inheritance having equal share,

**AND WHEREAS** that said **Sri Debi Prasad Khan, Smt. Snigdha Khan, Smt. Usha Khan(Ghosh) and Sri Bhaskar Khan** alias **Sri Bhaskar Prasad Khan** are the joint absolute owners of the above mentioned property morefully described in the Schedule hereunder and effected mutation their names before the Office of B.L & L.R.O, Singur as well as in the records of Chandernagore Municipal Corporation and possessing, enjoying the same jointly by paying rents and taxes to the Authority Concern .

**AND WHEREAS** that the Party of the First Part are not getting

Cont.P/7

:: 7 ::

sufficient income from the properties mentioned in the Schedule hereunder, they have been searching for Developer/Promoter who would develop the Schedule mentioned Property at their own cost in exchange of valuable consideration in favour of the First Part after completing the proposed construction as per Building Plan sanctioned by Chandernagore Municipal Corporation. After execution of this final Agreement, all the terms and condition as laid in the final Agreement shall stand final, unto remain unchanged and binding upon till the subsistence of this Agreement.

**AND WHEREAS** that party of the First Part has entered into a preliminary “AGREEMENT FOR DEVELOPMENT” on 14.09.2015 which was duly notarised on 14.09.2015. The Land under L.R. Dag No.885 and 896 is bastu vacant land and free from all short of encumbrances.

**AND WHEREAS** that one Three storied building in the name and style of NEERA APARTMENT was constructed on the R.S. Dag No.656 but erroneously in the Sanction Plan of said Neera Apartment, R.S. Dag Nos. 655 and 666 corresponding to L.R. Dag Nos. 885 and 896 respectfully was inserted which was wrong. In order to avoid further litigation in future regarding the Schedule mentioned properties, the Second Part herein filled a Civil Suit being T.S. No.299 of 2016 before the Ld. First Court of Civil Judge(Jr.Div.) at Chandernagore against the First Part herein praying for declaration that said Neera Apartment constructed on R.S. Dag No.656 corresponding to L.R. Dag No.886.

**AND WHEREAS** that lastly the party of the First Part was

Cont.P/8

:: 8 ::

agreed with the such error and also agreed to file the Compromise Petition before the Ld. Court and after hearing of both Side, Ld. Court was pleased enough to pass the Judgement on 30.11.2016 directing 'the Compromise treating the Solemnama Petition as part of Decree.

**AND WHEREAS** the FIRST PART has entered into a Registered Development Agreement with the SECOND PART on 29.03.2018 together with (a) General Power of Attorney 'After Registered Agreement for Development dated 29.03.2018, (b) Registered General Power of Attorney dated 29.03.2018 in favour of **SRI BIJOY GUHA MALLICK** pertaining to sale of Owners' allocation vide Registration No. I-782 dated 04.04.2018, I-786 dated 04.04.2018, IV-95 dated 12.04.2018 respectively at the office of A.D.S.R, Chandernagore.

**AND WHEREAS** that the Owners herein have acquired absolute title in respect of the said property specifically mentioned in the Schedule below and have established their absolute right of Ownership and has been owning and possessing the same by paying rent and taxes to the proper authorities and have clear marketable title to the said property and the said property is free from all sorts of encumbrances Charges, liens, lispensens, attachment, trust whatsoever and that the Vendors are now absolutely seized and possessed of or otherwise well and sufficiently entitled to ALL that the Schedule property.

**AND WHEREAS** The Owner(s) has/have appointed the Developer SUPREME CONSORTIUM to develop the schedule of premises and subsequently the Developer has obtained the Site Plan

Cont.P/9

:: 9 ::

No. B-3/S/60(A)/17-18 dated 04-08-2017 and Building Plan No. B-3/RB/55(A)/17-18 dated 09-08-2017 sanctioned by the Chandernagore Municipal Corporation. The DEVELOPER is in Khas possession of the said property paying rents and taxes to the competent authorities.

**AND WHEREAS** the OWNER/DEVELOPER have now absolutely seized and possessed of or otherwise well and sufficiently entitled to all that land as described in the FIRST SCHEDULE of property.

**AND WHEREAS** the Developers of the Project **SUPREME CONSORTIUM** has also appointed their Constituted Attorney namely **SRI BIJOY GUHA MALLICK**, son of Late Birendra Nath Guha Mallick having permanent residence at Lake View Housing Complex, Flat No. D/SF-3, P.O & P.S: Chandannagar, Dist: Hooghly, PIN: 712136, presently residing at Uttarayan Apartment, Flat No: D-1/3, Barabazar, P.O & P.S: Chandannagar, Dist: Hooghly, PIN: 712136, authorising **SRI BIJOY GUHA MALLICK** to act as their constituted Attorney for the purpose of execution of the Project in the Schedule property and to represent himself before all competent authority including entering into Agreement for sale with the intending purchaser(s) and obtain payment accordingly, vide **GENERAL POWER OF ATTORNEY** dated 26.08.2016 which was duly registered before the office of A.D.S.R. Chandernagore and recorded in Book No. IV, CD Volume No.0604-2016, Pages from 4051 to 4066, being No. 060400274 for the year 2016.

**AND WHEREAS** the Developer has developed the said property completing the construction work of the multistoried

Cont.P/10

:: 10 ::

building in the name and style of “**SOUTH POINT**” consisting of several Flats, Shops and Car Parking Spaces containing appropriate facilities to be held and enjoyed as Flats/ Car Parking Spaces by the **PURCHASER(S)** within meaning of West Bengal Apartment Ownership Act. 1972 along with all other erections, fittings and fixtures together with the piece and parcel of land or grounds thereunder whereupon or on part where of the same is erected and building being Holhing No. 99(New), 92(Old), Mankundu Station Road,, under Ward No.21 Mohalla-Swapna Bazar of Chandernagore Municipal Corporation fully mentioned and described in the **Second Schedule** hereto and hereinafter referred to as the Building .

**AND WHEREAS** the **PURCHASER(S)** being satisfied with the title of the property as well as having satisfied with the construction work has agreed to purchase a Flat of the said Apartment .

**AND WHEREAS** the **PURCHASER(S)** has / have entered into an **Agreement for Sale** on ..... to purchase a Residential **Flat/Shop/Garage** being No. “**.....**” , **BLOCK-**“**.....**” having Built up area of ..... Sq.ft. and Carpet area of **..... Sq. ft.** on **.....FLOOR** together with/without a medium size Car Parking Space having area ..... on ground floor, serial no. .... with sole exclusive transferable and irrevocable right to use the same together with undivided proportionate share or interest in the common parts and common services of the Building, as described in the Third Schedule, hereunder as also

Cont.P/11

:: 11 ::

shown in the Map enclosed hereto which is to be treated as a part and parcel of this Deed at a consideration of **Rs.** ...../Rupees..... ) only.

**AND WHEREAS** the common parts and common service of the building are fully described in the **Fourth Schedule** hereunder.

**AND WHEREAS** subsequently the price of the land proportionate to the area of the Flat mentioned in **Third Schedule** below along with the cost of construction and the common area and facilities of the Flat has been settled at **Rs.** ...../- (**Rupees** ..... ) **only** and the **PURCHASER(S)** has/have paid the said consideration money in full which the **VENDOR / LAND OWNER** and the **DEVELOPER** doth hereby acknowledge to have received.

**NOW THIS INDENTURE WITNESSETH**

That in pursuance of the aforesaid agreement and in consideration of the aforesaid payment of the entire consideration sum of **Rs.** ...../-(**Rupees** ..... ) **only** ( as per memo below) payment of which the **VENDOR / LAND OWNER** and the **DEVELOPER** hereby acknowledge, and, of and from the same and every part thereof doth hereby acquit and release the **PURCHASER(S)** the said property being the undivided proportionate share in the land described in the **First Schedule**

:: 12 ::

in respect of the said property together with as calculated on the basis of the area of the Flat described in the **Third Schedule** below being **.....Sq.ft.** Built up Area more or less and Carpet Area **.....Sq.ft.** more or less and that **Flat/Shop/Garage being Serial No. “.....”, BLOCK- “.....”** on the **..... FLOOR** together with/without a medium size Car Parking Space having area ..... on ground floor, serial no. .... and the **VENDOR / LAND OWNER** and the **DEVELOPERS** doth hereby convey and transfer, assign and assure unto the **PURCHASER(S)** free from all encumbrances, charges, liens, trust, annuities, lispenses, attachments, Debtor and wakf charges, for maintenance and residence / business and servients or easements with **ALL THAT** the undivided proportionate share of land and the Flat/Shop/Garage and as aforesaid in the piece and parcel of land hereditament, measured more fully described in the **First Schedule** in particular the undivided proportionate share in the land underneath in respect of the Apartment of Flat/Shop/Garage described in the **Third Schedule** hereinafter referred to as “the said property” or howsoever otherwise the said property situated butted, bounded, called known, numbered, described and distinguished **TOGETHER WITH** all rights, liberties, privileges, easements, lights, appendages, appurtenance, walls, ways, paths, passages, swears, drains, water, water sources and the benefit and advantages to ancient and other right whatsoever to the said property or any part thereof now are or hereto before were hold, used, occupied or enjoyed

Cont.P/13



:: 13 ::

or reputed to belong or be appurtenant thereto and also compounds, drains, ways, paths, passages, fences and other rights and liberties whatsoever to the said property belonging or in any way appertaining thereto and the reversion or reversions, remainder or remainders, rents, issues and profits thereof and of every part thereof and all the estate, rights, title, interest, property, claims and demands whatsoever both at law and in equity of the **VENDOR/LAND OWNER** and the **DEVELOPERS** into and upon the same or any part thereof.

**TO HAVE AND TO HOLD THE SAID PROPERTY**  
**HEREBY GRANTED** conveyed and transferred or expressed or intended so to be and every part thereof unto and to the use of “the Purchasers” absolutely and forever to be held as heritable and transferable immovable property within the meaning or any law for the time being in force subject to the provisions of the West Bengal Apartment Ownership Act.1972 and its subsequent amendments and all the rules and regulations and agreement lawfully made and entered into pursuant to the provisions of the aforesaid Act and also subject to the payment of all rents, taxes, easement etc. now chargeable upon the same or which may hereafter become payable in respect thereof to the Govt. of West Bengal Municipal Authorities and the **VENDOR/ LAND OWNER** and the **DEVELOPER** doth hereby covenant with the **PURCHASER(S)** that notwithstanding any acts deeds or things by the **VENDOR/LAND OWNER** and the **DEVELOPER** made done or executed or knowingly suffered with the contrary the

Cont.P/14

:: 14 ::

**VENDOR / LAND OWNER** now hath good right and full and absolute power and indefeasible title to transfer the said property hereby sold and conveyed or expressed or intended so to be with the appurtenance up to the **PURCHASER(S)** in manner aforesaid AND that “THE PURCHASE(S)” shall and may at all times hereinafter peaceably and quietly possess and enjoy the said property and every part thereof and receive the rents, issues and profits thereof without any lawful eviction interruption, claim or demand whatsoever from or by the **VENDOR / LAND OWNER** or the **DEVELOPER** or any person or persons lawfully or equitably claiming from under or through them free and clear and freely and clearly absolutely acquire exonerated and released or otherwise by and at the cost and expenses of the **VENDOR/LAND OWNER/DEVELOPER** well and sufficiently saved, indemnified and keep indemnified on and from and against all manner or claims, charges, liens, debts, attachments, encumbrances, debtor, wakf charges or maintenance and residence whatsoever made or suffered or created by the **VENDOR/LAND OWNER/DEVELOPER** or their predecessors - in - interest or any person lawfully equitably claiming any estate or interest in the said property or any part thereof from under or in trust for them and the **VENDOR / LAND OWNER/DEVELOPER** will from time to time and at all times hereinafter at the request and cost of the **PURCHASER(S)** do or execute or cause to be done and executed all such acts, deeds, matters and things whatsoever for furtherance of better and more perfectly assuring the said

Cont.P/15

:: 15 ::

property and every part and parcel thereof unto and to the use of the **PURCHASER(S)** in any manner aforesaid or shall or may be reasonable required.

AND it is further agreed and declared between the parties as follows :-

A. That the **PURCHASER(S)** shall abide by the Bye – Laws of the Society/ Association to be formed and shall bear and pay their proportionate share of part in the common expenses required to be paid as her share of expenses as required by the other Apartment / Shop/Garage owners.

B. That the **PURCHASER(S)** shall/will use the Flat/Garage for residential purpose only and for no other purpose AND Shop shall/will use only for Commercial purpose.

C. That the **PURCHASER(S)** shall not do any work which would jeopardize the soundness or safety of the property, reduce the value thereof or impair any easement nor add any material structure without, in ever such case, the unanimous consent of all the other Flat/Shop /Car Parking Space owners in the building including the Vendors being first obtained .

D. That the **PURCHASER(S)** shall / will be liable to pay the proportionate share of Municipal Tax, Land Tax and also of the common expenses for the maintenance and management of the common areas as described in the Fifth and Sixth Schedule hereunder and such payment could have been made by the PURCHASERS to the Vendors / Developers till the society is not formed by all the Flat owners, Shop Owners and Garage owners .

Cont.P/16

:: 16 ::

Be it mentioned that by virtue of this Deed of Conveyance of the Flat/Shop/Garage, the **PURCHASER(S)** has/ have become entitled to the proportionate share of the land and the Apartment Ownership together with the vertical support of the columns and beams easements rights over the common passage on the ground floor for egress and the common areas and facilities of the building for natural use and occupation including the roof and roof areas, Lift room and the **PURCHASER(S)** further covenant with the **VENDOR / LAND OWNER/ DEVELOPER** that they will observe the terms and conditions as laid down in the seventh Schedule hereunder .

The **Map** appended with this deed will be treated as a part and parcel of this **Deed.**

**THE FIRST SCHEDULE ABOVE REFERRED TO:**  
**( THE LAND )**

**District : Hooghly, District Sub-Registry Office: Hooghly, A.D.S.R. Office & P.S. & Mouza : Chandernagore, J.L. No. 1, Sheet No. 24:-**

A. ALL THAT piece and parcel of **BastuLand** measuring and aggregate area of **0.155 Acre equivalent to 9 (Nine) Cottahs 6 (Six) Chittaks 2 (Two) Sq. ft.** appertaining to **R.S.Dag No. 655** (Six Hundred Fifty Five) under **R.S. Khatian No. 375** (Three Hundred Seventy Five) corresponding to **L. R. Dag No. 885** under **L. R. Khatian Nos. 480, 2937, 2938 and 802.**

**BUTTED AND BOUNDED BY :**

**NORTH : Mankundu Station Road.**

:: 17 ::

EAST : Property of L. R. Dag No. 886.

SOUTH : Property of L. R. Dag No. 896 & Common Passage.

WEST : Property of L. R. Dag Nos. 883 & 884.

OR HOWSOEVER OTHERWISE the said Property is butted bounded called known numbered described or distinguished.

B. ALL THAT piece and parcel of **Bastu Land** admeasuring and agreegate area of **0.071 Acre equivalent to 4 (Four) Cottahs 4 (Four) Chittaks 21 (Twenty One) Sq. ft.** appertaining to **R.S.Dag No. 666** (Six Hundred Sixty Six) under **R.S. Khatian No. 377** (Three Hundred Seventy Seven) corresponding to **L. R. Dag No. 896** under **L. R. Khatian Nos. 480, 802, 2449, 2451, 2937 and 2938.**

Total area of Land is 13 Cottahs 10 Chittaks 23 Sq.ft.

Yearly rent payable to B.L & L.R.O. Singur.

The properties comprised in Holhing No. 99(New), 92(Old), Mankundu Station Road, under Ward No. 21 of Chandernagore Municipal Corporation, P.O. & P.S. Chandernagore, District Hooghly.

**BUTTED AND BOUNDED BY :**

NORTH : Property of L. R. Dag Nos. 885 & 886.

EAST : Property of L. R. Dag Nos. 895.

SOUTH : Common Passaage

WEST : Property of L. R. Dag Nos. 885.

**THE SECOND SCHEDULE ABOVE REFERRED TO**

**( THE BUILDING )**

The building name and Style of **“SOUTH POINT”** constructed in Holhing No. 99(New), 92(Old), Mankundu Station Road, under Ward No. 21of Chandernagore Municipal Corporation,

Cont.P/18

:: 18 ::

P. S. Chandernagore, District Hooghly, being the land described in the **First Schedule** according to the Site Plan No. B-3/S/60(A)/17-18 dated 04-08-2017 and Building Plan No. B-3/RB/55(A)/17-18 dated 09-08-2017 sanctioned by the Chandernagore Municipal Corporation.

**THE THIRD SCHEDULE ABOVE REFERRED TO:**  
**( THE UNIT )**

**ALL THAT** the **Residential Flat/Shop/Garage** on .....  
**FLOOR** bearing **No. “.....”**, **BLOCK-“.....”** aggregating approximately Built up area of .....( ..... ) **Sq.ft.** and **Carpet Area of .....(.....) Sq.ft.** together with/without a medium size Car Parking Space having area ..... on ground floor, serial no. .... of **“SOUTH POINT”** COMPLEX referred to the **Second Schedule** situate on the Land referred in the **First Schedule** alongwith proportionate share of common areas and facilities attached to the building mentioned in the **Second Schedule** referred above **TOGETHER WITH** proportionate undivided and impartible share and/or interest in the land underneath the said building.

**THE FOURTH SCHEDULE ABOVE REFERRED TO**  
**(COMMON PARTS & PORTIONS )**

- A. Entrance, exits, boundary walls, water body, common paths and passages, common toilets and covered space in ground floor for two wheelers parking, water body and surrounding walls .
- B. Stair case, stair case landings on all floor, and roof areas, lift room etc.

:: 19 ::

C. Rooms and spaces for water pumps, overhead water tanks, reservoir, Lift(s), water pipes, foundations, columns, beams, supports, external electrical installations, switch (s), switch board (s) and all other electrical wiring, fittings, drains, sewerage, all other pipes including rain water and waste water, concealed or exposed, other installation (s) in or around the Building (except only those are installed within the exclusive area of any Unit and / or exclusively for the use of the Purchaser).

D. Such other common parts, areas, equipment, installations, fittings, space in or about the building as are necessary for the common use and/or enjoyment by the co-sharers of the same building.

**THE FIFTH SCHEDULE ABOVE REFERRED TO**  
**( COMMON EXPENSES )**

A. All expenses for maintenance's, operating, replacing, repairing, renovating, painting of the common portion and the common areas in the building including the water body and outer walls of the building .

B. All the expenses for running and operating all machinery equipment and installations comprised in the common portions including water pumps, Lift(s), electrical installations including the cost of repairing, renovating and replacing the same.

C. Salaries and other emoluments and benefits of and all other expenses of the persons employed or to be employed for the common purposes such as Caretaker, supervisor, accountant, darwans, security personnel, sweepers, plumber, electricians and other maintenance's staff, if any.

:: 20 ::

D. Cost of insurance premium for insurance of the building and/or the common portions;

E. Municipal Tax, Land Tax, Water tax and other levied in respect of the premises and the building ( save and except those are separately assessed in respect of any unit of the Purchaser/s ).

F. Costs of formation and operation of the service Organization / Association including the Office expenses.

**THE SIXTH SCHEDULE ABOVE REFERRED TO:**

**(MANAGEMENT & MAINTENANCE)**

A. The Co-owners of the flats / shops shall form an Association / Society for the common purposes including taking over all obligations with regard to management, control and operation of all the common portions of the said building under West Bengal Apartment Ownership Act. 1972. The Association or Society may frame rules , regulations and bye - laws from time to time for maintaining quiet and peaceful enjoyment of the said building .

B. Upon formation of the Association / Society the VENDORS / LAND OWNERS and the Developers shall transfer all its rights and obligation as also residue then remaining of the deposits made by the PURCHASER(S) or otherwise after adjusting all amounts then remaining due and payable by the PURCHASER(S) and the amounts so transferred henceforth be so held by the Association / Society under the account of PURCHASER(S) for the purpose of such deposits .



:: 21 ::

**THE SEVENTH SCHEDULE ABOVE REFERRED TO:**

**( THE PURCHASERS SHALL NOT DO THE FOLLOWING)**

- A. To obstruct the VENDORS / DEVELOPERS or the Association/Society in their Act relating to the common purposes;
- B. To injure, harm or damage the common portions or any other units in the building by making any alteration or withdrawing any support or otherwise.
- C. To alter any portion, elevation or colour scheme of the building;
- D. To carry on or to be carried on any obnoxious, injurious, dangerous, offensive illegal or immoral activity in or through the unit or in the common portions.
  
- E. To affix or draw any wires, cables, pipes, from and to or through any common portion for outside walls of the building or other units except for the common purpose of laying out of wires for T.V & Telephone .
  
- F. To keep any heavy Articles or things which are likely to damage the floor or operate any machine other than the usual home appliances.
  
- G. To make any such structural additions or alterations in the said unit or any part thereof which would affect the structural stability of the said building.
  
- H. To use the said unit for the purpose of Hotel, Club,

Cont.P/22

:: 22 ::

Restaurant, Nursing Home, Boarding / lodging house etc. which do not come within the purview of normal livelihood .

J. To do any acts or Deeds which are forbidden by the rules and or regulations framed from time to time by the Association / Service organisation for the common purpose and for quite peaceful and beneficial enjoyment of the building.

Be it mentioned that The West Bengal Housing Industry Regulatory Authority Act and subsequent amendments came into effect shall be applicable and shall be abide by all parties involved in the Deed of Sale.

**IN WITNESS WHEREOF** the parties hereto have hereunto set and subscribed their respective hands and seals the day, month and year first above written .

**SIGNED, SEALED AND DELIVERED**  
**BY THE WITHINNAMED VENDORS /**  
**LAND OWNERS AND THE DEVELOPERS**  
**IN THE PRESENCE OF WITNESSES :**

1.

:: 23 ::

2.

\_\_\_\_\_  
**SIGNATURE OF THE VENDORS  
/ LAND OWNERS**

\_\_\_\_\_  
**SIGNATURE OF THE DEVELOPERS**

\_\_\_\_\_  
**SIGNATURE OF THE PURCHASERS**

**MEMO OF CONSIDERATION**

**RECEIVED** by the within named **VENDOR / DEVELOPER**  
from the within named **PURCHASER**, the sum of **Rs. ....**/-  
(..... ) only.

**Sl. No.**    **Chq. No. & Date**    **Bank & Branch**    **Amount(Rs.)**

:: 24 ::

**WITNESSES:**

1.

\_\_\_\_\_  
**SIGNATURE OF THE VENDOR(S)  
/ LAND OWNER(S)**

2.

\_\_\_\_\_  
**SIGNATURE OF THE DEVELOPERS**

Drafted by \_\_\_\_\_  
Advocate  
Chandernagore Court

Comp. Print by/Typed by

Chandernagore Court .