

*Bijoy Guha Mallick*

(BIJOY GUHA MALLICK)  
Self and Constituted Attorney  
of  
Krishna Charitra Mondal and  
Chanchal Kumar Bhattacharya

SUPREME UDYOG

*Bijoy Guha Mallick*  
Represented By

( Bijoy Guha Mallick )  
Self and Constituted Attorney  
of Krishna Chandra Mondal,  
Ratna Guha Mallick, Chanchal  
Kumar Bhattacharya, Mainak  
Mondal & Lipi Bhattacharya

As per ANNEXTURE - A

[See rule 9]

Agreement for Sale

This Agreement made this \_\_\_\_\_ day of \_\_\_\_\_ 2019, 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

SRI BIJOY GUHA MALLICK son of Late Birendra Nath Guha Mallick, by Caste - Hindu, by profession - Business, having PAN No. ADIPG3332Q, Aadhaar No. 3221 0651 7454, residing at Uttarayan Apartment, Barabazar, P.O. & P.S. Chandernagore, District- Hooghly - 712 136 2 SRI KRISHNA CHANDRA MONDAL, son of Late Sitangshu Sekhar Mondal, by Caste- Hindu(Indian), by profession- Business, having PAN No. AFCPM4341K, Aadhaar No 9908 4645 8320, residing at Ram Mandir, P.O. Chinsurah (R.S.), P.S. Chinsurah, District- Hooghly, 3 SRI CHANCHAL KUMAR BHATTACHARYA son of Prafulla Kumar Battacharya, by Caste-Hindu (Indian), by Profession Business, having PAN No. AEWPB2471A, Aadhaar No. 7426 7283 6157, residing at A.C. Chatterjee Bye Lane, P.O. Chandernagore, District- Hooghly - 712 102, 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.

AND

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**SUPREME UDYOG**, a Partnership Firm, having its registered office at Lake View Housing Complex, Flat No. D/SF - 3, PO & PS Chandernagore Dist. Hooghly - 712 136, having PAN No. ABIFS8027N Represented by its partners:

**1 SRI BIJOY GUHA MALLICK** Late Birendra Nath Guha Mallick, by Caste - Hindu, by profession - Business, having PAN No. ADIPG3332Q, Aadhaar No. 3221 0651 7454, residing at Uttarayan Apartment, Barabazar, P.O. & P.S. Chandernagore, District- Hooghly - 712 136, for self and as for Constituted Attorney of all other Partners namely:

**2 SMT. RATNA GUHA MALLICK**, wife of Sri Bijoy Guha Mallick, by Caste- Hindu(Indian), by Profession - Business, having PAN No. ADUPG4235A, Aadhaar No. 6660 9527 2785, residing at Uttarayan Apartment, Barabazar, P.O. & P.S. Chandernagore, District- Hooghly - 712 136

**3 SRI KRISHNA CHANDRA MONDAL**, son of Late Sitangshu Sekhar Mondal, by Caste- Hindu(Indian), by profession- Business, having PAN No. AFCPM4341K, Aadhaar No. 9908 4645 8320, residing at Ram Mandir, P.O. Chinsurah (R.S.), P.S. Chinsurah, District- Hooghly.

**4 SRI MAINAK MONDAL**, son of Sri Dilip Kumar Mondal, by Caste- Hindu(Indian), by Profession- Business, having PAN No. AEIPM8633F, Aadhaar No. 7175 7688 7150, residing at "Uttarayan", P.O. Chinsurah (R.S.), P.S. Chinsurah, District- Hooghly.

**5 SRI CHANCHAL KUMAR BHATTACHARYA** son of Prafulla Kumar Bhattacharya, by Caste-Hindu (Indian), by Profession Business, having PAN No. AEWPB2471A Aadhaar No. 7426 7283 6157, residing at A.C. Chatterjee Bye Lane, P.O. Chandernagore, District- Hooghly and

**6 SMT. LIPI BHATTACHARYA**, wife of Sri Chanchal Kumar Bhattacharya, by Caste - Hindu, by Profession - Business, having PAN No. AEGPB1837C Aadhaar No. 8741 8809 0167, residing at A.C.Chatterjee Bye Lane, P.O.&P.S. Chandernagore, District- Hooghly, 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**.

#### **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

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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.

WHEREAS the property mentioned in A schedule measuring 3 cottah 12 chatak in RS Plot No. 247/271, RS Khatian No 168 corresponding to LR Plot No. 378, L.R Khatian No. 653,654,655 of Sheet No. 12, JL No. 1, Mouza Chandernagore in Ward No. 12 of Chandernagore Municipal Corporation having holding No. 1479 (new), 725 (old), in the locality of Kuthirmath Road (west), was previously owned by Madhu Sudan Seth and Shibani Seth who transferred the same in favour of Krishna Chaitanya Ghosh and Gita Rani Ghosh by dint of sale deed being No. 232 of 1976 in the office of Sub-Registrar at Chandernagore.

AND WHEREAS Krishna Chaitanya Ghosh while in joint possession with Gita Rani Ghosh in equal share, died on 11.07.1989 leaving behind his wife Gita Rani Ghosh and two sons namely Chinmoy Ghosh and Ranga Nath Ghosh and one daughter Ratna Nag and as such the legal heirs of Krishna Chaitanya Ghosh inherited  $1/8^{\text{th}}$  share each in the property and the wife Gita Rani Ghosh became the share holder of  $5/8^{\text{th}}$  share in the aforesaid property.

AND WHEREAS Gita Rani Ghosh transferred her un-divided  $5/8^{\text{th}}$  share in favour of her son Ranga Nath Ghosh by dint of a deed of gift being No. 1521 of 2004 in the office of ADSR, Chandernagore and thereby Ranga Nath Ghosh became the owner of  $6/8^{\text{th}}$  share in total including the portion inherited from his father. Subsequently Ranga Nath Ghosh transferred his  $6/8^{\text{th}}$  share by dint of sale deed being No. 2311 of 2008 of ADSR, Chandernagore in favour of the parties of the Second Part i.e. the owners.

AND WHEREAS one daughter of Krishna Chaitanya Ghosh namely Ratna Nag who had inherited  $1/8^{\text{th}}$  share in the 'A' schedule property, died intestate on 15.12.1997 leaving behind her husband Gobinda Chandra Nag and one daughter Smt. Rimki Basak who jointly inherited the  $1/8^{\text{th}}$  undivided share. Subsequently Gobinda Chandra Nag and Smt. Rimki Basak jointly sold their  $1/8^{\text{th}}$  share in favour of the parties of the Second part i.e. the owners by dint of deed of sale being No. 787 of 2007 in the office of ADSR, Chandernagore.

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AND WHEREAS one son of Krishna Chaitanya Ghosh namely Sri Chinmoy Ghosh who had inherited the 1/8<sup>th</sup> share in the A schedule property also transferred his entire share in favour of the parties of the Second part i.e. the owners by dint of sale deed being No. 1120 of 2015 in the office of ADSR, Chandernagore and in the aforesaid manner the parties of the Second part became the owners of the entire 'A' schedule property in sixteen annas and they have been owning and possessing the same by mutating their names in the office of Chandernagore Municipal Corporation as well as before the settlement authorities and they have been enjoying the usufructs thereof to the exclusion of any other person.

AND WHEREAS the owners have now absolutely seized and possessed of or otherwise well and sufficiently entitled to all that land as described in the A schedule of property.

AND WHEREAS the Owners have acquired absolute title in respect of the said property specifically mentioned in the Schedule "A" below 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, lispendens, attachment, trust whatsoever and that the Owners/Vendors are now absolutely seized and possessed of or otherwise well and sufficiently entitled to ALL that the said property.

AND WHEREAS the owners or the parties of Second Part have decided to Develop the said property and to construct Multistoried Building comprising of several Flats and Commercial units but owing to the problem of the owners to personally undertake the matter of construction of the proposed multistoried building, the owners decided to develop the property through a reputed Developer.

AND WHEREAS the Developer in the name and style of SUPREME UDYOG , a Partnership Firm having its registered office at Lake View Housing Complex, Flat No. D/SF - 3, PO & PS Chandernagore Dist. Hooghly - 712 136, have approached and requested the Owners /Vendors to allow them to develop the said property and after proper negotiations, the Owners /Vendors agreed to grant the Developer exclusive right to develop the said property by constructing new multistoried buildings thereupon in accordance with the plan sanctioned by Chandernagore Municipal Corporation and an

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Agreement was executed between the Owner /Vendor and Developer to that effect on  
.....

**AND WHEREAS** the Developer of the Project M/S, SUPREME UDYOG has appointed their Constituted Attorney namely SRI BIJOY GUHA MALLICK Late Birendra Nath Guha Mallick, by Caste – Hindu, by profession – Business, having PAN No. ADIPG3332Q, Aadhaar No. 3221 0651 7454, residing at Uttarayan Apartment, Barabazar, P.O. & P.S. Chandernagore, District– Hooghly – 712 136 authorising him 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 authorities including entering into Agreement for sale with the intending purchaser(s) and obtain payment accordingly and 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. .... Dated ....., thereafter the present developer has made the construction as per the sanctioned building plan and it is expected that within a very short period the finishing work of the building will be completed as per the specification. 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 " SHAONLI APARTMENT " .

The position and location of the A Schedule property is lucrative one at Kuthir Math Road, Chandernagore, Dist Hooghly and so many persons being satisfied with the location as well as with the proposed construction came forward to purchase the flat/garage/shoproom and are offering part payment on account of earnest money. The parties of the First Part i.e. the intending purchasers being satisfied with the construction and its specification offered to purchase the B Schedule flat and the negotiation was held in between the vendor and developer and the purchaser and all the parties agreed to abide by the terms and conditions mentioned hereunder. The total price of the B Schedule flat is ascertained to be Rupees .....

**AND WHEREAS** the promoter i.e. the party of the Third Part is fully competent to enter 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.

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

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 other 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. ft in the ..... As permissible under the applicable law and of pro-rata shares in the 'common areas' as defined (n) 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

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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 :-

#### ITERMS

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

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....];

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(ii) The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter by way of G.S.T. and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the 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/rules/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



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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 instalments 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

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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.

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- 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

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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 \_\_\_\_\_

### 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 of 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:

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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

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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.

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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

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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 Owners have 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 agreement dated ..... have got legal right to develop the A schedule property and 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;



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- (vi) The owner and 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 owner and 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 owner and 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 or 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:

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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 Allottee fails to make payments for consecutive demands made by the Promoter as per the Payment Plan annexed hereto, despite having been

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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.

#### 11. 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

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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 tenable 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

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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

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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 Allottee 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:**

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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:

*Bijoy Guha Mallick*  
**(BIJOY GUHA MALLICK)**  
Self and Constituted Attorney  
of  
Krishna Chandra Mondal and  
Chanchal Kumar Bhattacharya

**SUPREME UDYOG**  
Represented By  
*Bijoy Guha Mallick*  
( Bijoy Guha Mallick )  
Self and Constituted Attorney  
of Krishna Chandre Mondal,  
Ratna Guha Mallick, Chanchal  
Kumar Bhattacharya, Mainak  
Mondal & Laji Bhattacharya

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 Additional 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)

**SUPREME UDYOG**, (Promoter Name)

Having its registered office at Lake View Housing Complex,

Flat No. D/SF – 3, PO & PS Chandernagore

Dist. Hooghly – 712 136 -- (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 to consider 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:



*Bijoy Guha Mallick*  
**(BIJOY GUHA MALLICK)**  
Self and Constituted Attorney  
of  
Krishna Chandra Mondal and  
Chaitchal Kumar Bhattacharya

**SUPREME UDYOG**  
Represented By  
*Bijoy Guha Mallick*  
( Bijoy Guha Mallick )  
Self and Constituted Attorney  
of Krishna Chandra Mondal,  
Bijoy Guha Mallick, Charichal  
Kumar Bhattacharya, Mainak  
Mishra & Lipi Bhattacharya

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)

*Bijoy Guha Mallik*  
**(BIJOY GUHA MALLICK)**  
Self and Constituted Attorney  
of  
Krishna Charandra Mondal and  
Charichal Kumar Bhattacharya

**SUPREME UDYOG**

Represented By

*Bijoy Guha Mallik*

( Bijoy Guha Mallik )

Self and Constituted Attorney  
of Krishna Chandro Mondal,  
Retna Guha Mallik, Chanchal  
Kumar Bhattacharya, Mainak  
Mondal & Lipi Bhattacharya

Name

Address

(1) Signature

Name

Address

Please affix Photographs and Sign across  
the photograph

Please affix Photographs and  
Sign across the photograph

(2) Signature

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.

*Bijoy Guha Mallick*  
**(BIJOY GUHA MALLICK)**  
Self and Constituted Attorney  
of  
Krishna Chandra Mondal and  
Chanchal Kumar Bhattacharya

**SUPREME UDYOG**  
Represented By  
*Bijoy Guha Mallick*  
( Bijoy Guha Mallick )  
Self and Constituted Attorney  
of Krishna Chandra Mondal,  
Ratna Guha Mallick, Chanchal  
Kumar Bhattacharya, Mainak  
Mondal & Lipi Bhattacharya

**WITNESSES:**

1. Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Address \_\_\_\_\_
2. Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Address \_\_\_\_\_

**SCHEDULE A' - LAND SCHEDULE ALONG WITH BOUNDARIES IN ALL FOUR DIRECTIONS**

All that piece and parcel of Bastu land measuring 3 cottah 12 chatak appertaining to RS Plot No. 247/271 ( Two Hundred Fourty Seven Bata Two Hundred Seventy One) under RS Khatian No 168 ( One Hundred Sixty Eight ), Corresponding L.R. Plot No. 378 (Three hundred seventy eight) under L.R. Khatian Nos 653,654,655 sheet No. 12, within the ambit of Mouza & PS Chandernagore, JL No. 1 comprised in Holding No. 1479 (new), 725 (old), Kuthirmath Road (west), ward No. 12 within the municipal limits of Chandernagore Municipal Corporation PS Chandernagore, Dist. Hooghly in the state of West Bengal.

**THE PROPERTY IS BUTTED AND BOUNDED BY :**

- On the North :-Property of Dinabandhu Seth & Ors
- On the South :-Property of Swapan Sarkar
- On the East :-Kuthirmath Road (west)
- On the West :-Oly complex

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

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

**SCHEDULE 'C' - PAYMENT PLAN**

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

**SCHEDULE 'E' - SPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF THE PROJECT)**

## ALLOTMENT LETTER

To,

Date:

\_\_\_\_\_

Mr./Mrs./Miss

Address: \_\_\_\_\_

E mail id: \_\_\_\_\_

Sub: Allotment of Apartment No \_\_\_\_\_ on \_\_\_\_\_ in the project known as "SHAOLI APARTMENT" situated at Kuthirmath Road, PO & PS Chandernagore, Dist Hooghly, 712136.

Dear Sir/Madam,

We hereby allot you \_\_\_\_\_ on \_\_\_\_\_ floor (hereinafter referred to as the Apartment in our proposed building being constructed known as "" SHAOLI APARTMENT "situated at Kuthirmath Road, PO & PS Chandernagore, Dist Hooghly, 712136. for the total consideration of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ Only).

We have received a sum of Rs. \_\_\_\_\_ /- (Rupees \_\_\_\_\_ Only) as earnest money in respect of the above referred apartment. Details of the same are as follows

Sr. No.	Date	Cheque No.	Bank Name	Branch	Amount
1					
Total					

Our Project is registered as per the provisions under the provisions of the West Bengal Housing Industry Regulation Act, 2017 ( West Bengal Act. XLI of 2017)

Act. with the West Bengal Housing Industry Regulatory Authority at  
..... on..... Under Registration No. ....

This allotment letter is issued to you on the understanding and assurance given by you to us that you will enter into regular Agreement for Sale under the provisions of the West Bengal Housing Industry Regulation Act, 2017 ( West Bengal Act. XLI of 2017) (as amended up to date) on terms and conditions, which may contain therein. You undertake to execute the Ownership Agreement as and when called upon you by us and pay the necessary stamp duty and registration charges thereof. All the terms and conditions mentioned in the Allotment Letter and/or Agreement for Sale or such other documents executed for sale of the Apartment shall be binding on you and confirm that this allotment is the basis of commercial understanding of the parties.

Terms and Conditions:

1. All the terms and conditions mentioned in the Draft Agreement to sale document is personally shown to the allottee are applicable to this letter of allotment.
2. Upon issuance of this Letter of Allotment, the Allottee shall be liable to pay the aforesaid Consideration Value shown in the Table as per Annexure - A attached herewith.
3. The Society formation and Other Charges as specified in Annexure "B" hereto together shall be paid by the allottee at appropriate time
4. The allottee shall not transfer resale this unit without prior consent of promoter till the document agreement to sale is registered.
5. In the event the allottee fails to make payment after booking the unit till the registration of the agreement to sale, the liquidated damages of 10% on the amount paid shall be recovered and the rest amount will be refunded with no interest.
6. All letters, circulars, receipt and /or notices to be served on allottee as

contemplated by this present shall be deemed to have been duly served if sent by registered post A.D. at the address given by the allottee to us and on e-mail Id provided which will be sufficient proof of receipt of the same by the allottee and shall completely and effectively discharged of our entire obligations.

7. This Letter of Allotment shall be governed and interpreted by and construed in accordance with the laws of India. The Courts at Chandernagore alone shall have exclusive jurisdiction over all matters arising out of or relating to this Letter of Allotment.

Kindly confirm the above arrangement by signing the allotment letter.

Thanking you,

Yours faithfully

We confirm and accept

1

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Annexure A

The Payment Plan is as follows:

Flats

Down Payment (Booking)	
Completion of Plinth Ground level	
Completion of 1st floor slab	
Completion of 2 <sup>nd</sup> floor slab	
Completion of top slab	
Brick Work/Plaster/	
Flooring/ Plumbing	
Possession	
Total	

Bank Details are as under.

Account Name	
Account Number	
Bank	
Branch	
IFSC Code	

ANNEXURE B (To be confirmed)

**SOCIETY REGISTRATION AND OTHER ACTUAL CHARGES**

I) Charges/Taxes/Cess for one year

- a) Corporation /Taxes
- b) Water Charges
- c) Electricity Charges

II) Deposits

- a) Electrical Meter
- b) Gas Connection
- c) Water Meter

III) Expenses /Outgoing

- a) Society Registration Charges

IV) Any other charges

- a) One-year Building Maintenance Charges @ \_\_\_\_\_ per sq

mt.

- b) Legal Charges
- c) Infrastructure development charges
- d) Corpus fund

*Bijoy Guha Mallick*  
(BIJOY GUHA MALLICK)  
Self and Constituted Attorney  
of  
Krishna Chandra Mondal and  
Charchal Kumar Bhattacharya

**SUPREME UDYOG**  
Represented By  
*Bijoy Guha Mallick*  
( Bijoy Guha Mallick )  
Self and Constituted Attorney  
of Krishna Chandra Mondal,  
Bijoy Guha Mallick, Charchal  
Kumar Bhattacharya, Mainak  
Mondal & Lipi Bhattacharya



*Arjey Guha Mallick*

**(BIJOY GUHA MALLICK)**

Self and Constituted Attorney

of

Krishna Chandra Mondal and

Chanchal Kumar Bhattacharya

**SUPREME UDYOG**

Represented By

*Arjey Guha Mallick*

(Bijoy Guha Mallick )

Self and Constituted Attorney

of Krishna Chandra Mondal,

Ratna Guha Mallick, Chanchal

Kumar Bhattacharya, Mainak

Mondal & Lipi Bhattacharya

**DEED OF SALE**

**THIS INDENTURE** is made on this the ..... day of  
....., 2019, Two Thousand Nineteen.

Cont. P/2

:: 2 ::

*Bijoy Guha Mallick*  
**(BIJOY GUHA MALLICK)**  
Self and Constituted Attorney  
of  
Krishna Udyog -farnjal and  
L. Raj Kumar Bhattacharya

**SUPREME UDYOG**  
Represented By  
*Bijoy Guha Mallick*  
(Bijoy Guha Mallick )  
Self and Constituted Attorney  
of Krishna Chandra Mondal,  
Rama Guha Mallick, Chanchal  
Kumar Bhattacharya, Mainak  
Mondal & Lipi Bhattacharya

**BETWEEN**

**1. SRI BIJOY GUHA MALLICK**, son of Late Birendra Nath Guha Mallick, by religion - Hindu ( Indian ), by occupation - 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, **2. SRI KRISHNA CHANDRA MONDAL** son of Late Sitangshu Sekhar Mondal, by religion - Hindu( Indian ), by occupation Business, PAN: AFCPM4341K, residing at - Ram Mandir, P. O. Chinsurah (R.S.), P.S.Chinsurah, Dist. Hooghly, **3.SRI CHANCHAL KUMAR BHATTACHARYA** son of Late Prafulla Kumar Bhattacharya, by religion -Hindu (Indian), by occupation - Business, PAN :AEWPB2471A, residing at -A.C. Chatterjee Bye Lane, P.O. & P.S. Chandernagore, District 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**.

**AND**

**SUPREME UDYOG**, (PAN: ABIFS8027N), a Partnership Firm, its having registered office at residing at Lake View Housing Complex, Flat No. D/SF-3, P.O. & P.S. – Chandernagore, District – Hooghly 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.

Cont.P/3

:: 3 ::

*Bijoy Guha Mallick*  
**(BIJOY GUHA MALLICK)**  
Self and Constituted Attorney  
of  
Krishna Chandra Mondal and  
Chanchal Kumar Bhattacharya

**SUPREME UDYOG**

Represented By

*Bijoy Guha Mallick*  
**( Bijoy Guha Mallick )**  
Self and Constituted Attorney  
of Krishna Chandra Mondal,  
Ratna Guha Mallick, Chanchal  
Kumar Bhattacharya, Mainak  
Mondal & Lipi Bhattacharya

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 Lane, P.O. 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 "**BUILDERS/ DEVELOPERS**" (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**.

Cont.P/4

:: 4 ::

*Bijoy Guha Mallick*  
(BIJOY GUHA MALLICK)  
Self and Constituted Attorney  
of  
Krishna Chandra Mondal and  
Chanchal Kumar Bhattacharya

SUPREME UDYOG  
Represented By  
*Bijoy Guha Mallick*  
( Bijoy Guha Mallick )  
Self and Constituted Attorney  
of Krishna Chandra Mondal,  
Ratna Guha Mallick, Chanchal  
Kumar Bhattacharya, Mainak  
Mondal & Lipi Bhattacharya

**AND**

..... son of .....,  
by religion - ....., by occupation - ....., PAN : .....,  
residing at ....., P.O. ...., P.S.  
....., District ....., Pin- .....,  
hereinafter called the "**PURCHASER(S)**" (Which expression shall be  
deemed to mean and include his/her heirs, successors, executors,  
administrators, legal representatives and or assigns) of the **THIRD**  
**PART.**

**WHEREAS** demarcated Bastu Land with structure  
admeasuring 3 Cottahs 12 Chittaks appertaining to R.S. Dag No.  
247/271 under R.S. Khatian No. 168, Sheet No. 12, within ambit of  
Mouza & P.S. Chandernagore, District Hooghly originally belonged  
to Madhu Sudhan Seth and Shibani Seth .

**AND WHEREAS** subsequently said Madhu Sudhan Seth and  
Shibani Seth transferred the same in favour of Sri Krishna Chaitanya  
Ghosh and Smt. Gita Rani Ghosh for valuable consideration by  
executing a Deed of Conveyance dated 02.02.1976 which was  
registered at the Office of Sub-Registrar, Chandernagore and recorded  
in Book No.I, Volume No. 7, Pages 184 to 188 , being No. 232 for the  
year 1976 and deliver possession.

**AND WHEREAS** Said Krishna Chaitanya Ghosh died  
intestate on 11.07.1989 leaving behind his wife Smt. Gita Rani Ghosh,  
two sons namely Sri Chinmoy Ghosh and Sri Ranga Nath Ghosh and  
one daughter namely Ratna Nag as his only legal heirs and successors  
and said Gita Rani Ghosh got and acquired undivided 1/2 share by  
way of purchase and undivided 1/8<sup>th</sup> share by way of inheritance, Sri

Cont.P/5

*Bijoy Guha Mallick*  
**(BIJOY GUHA MALLICK)**  
Self and Constituted Attorney  
of  
Krishna Chandra Mondal and  
Charchal Kumar Bhattacharya

**SUPREME UDYOG**  
Represented By  
*Bijoy Guha Mallick*  
( Bijoy Guha Mallick )  
Self and Constituted Attorney  
of Krishna Chandra Mondal,  
Ratna Guha Mallick, Chanchal  
Kumar Bhattacharya, Mainak  
Mondal & Lipi Bhattacharya

:: 5 ::

Chinmoy Ghosh acquired undivided 1/8<sup>th</sup> share, Ranga Nath Ghosh acquired undivided 1/8<sup>th</sup> share and Smt. Ratna Nag acquired undivided 1/8<sup>th</sup> share out of the above mentioned property by way of inheritance and possessed the same jointly.

**AND WHEREAS** Subsequently said Smt. Gita Rani Ghosh transferred her undivided 5/8<sup>th</sup> share in favour of her son Sri Ranga Nath Ghosh by executing a Deed of Gift which was registered at the Office of Addl. Dist. Sub-Registrar, Chandernagore and recorded in Book No.I, CD Volume No. 32, Pages from 10858 to 10871, being No. 01521 for the year 2004 and deliver possession.

**AND WHEREAS** said Sri Ranga Nath Ghosh thus being the owner of undivided 5/8<sup>th</sup> share of the above mentioned property by the strength of the Deed of Gift and undivided 1/8<sup>th</sup> share by way of inheritance, transferred the undivided 6/8<sup>th</sup> share to the present Vendors by executing a Deed of Conveyance dated 03.11.2008 which was registered at the Office of Addl. Dist. Sub-Registrar, Chandernagore and recorded in Book No.I, CD Volume No. 6, Pages from 1120 to 1134, being No. 02311 for the year 2008 and deliver possession.

**AND WHEREAS** said Ratna Nag died intestate on 15.12.1997 leaving behind her husband Sri Gobinda Chandra Nag and one daughter namely Smt. Rimki Basak as her only legal heirs and successors and said legal heirs became the joint owners of undivided 1/8<sup>th</sup> share out of the above mentioned property by way of inheritance having equal share .

**AND WHEREAS** said Sri Gobinda Chandra Nag and Smt. Rimki Basak jointly transferred their undivided 1/8<sup>th</sup> share out of the above mentioned property in favour of the Present Vendors

Cont.P/6

*(Bijoy Guha Mallick)*  
**(BIJOY GUHA MALLICK)**  
Self and Constituted Attorney  
of  
Krishna Chandra Mondal and  
Chanchal Kumar Bhattacharya

**SUPREME UDYOG**

Represented By

*(Bijoy Guha Mallick)*  
Self and Constituted Attorney  
of Krishna Chandra Mondal,  
Rajna Guha Mallick, Chanchal  
Kumar Bhattacharya, Mainak  
Mondal & Lipi Bhattacharya

:: 6 ::

by executing a Deed of Conveyance dated 09.04.2007 which was registered at the Office of Addl. Dist. Sub - Registrar, Chandernagore and recorded in Book No.I, Volume No. 2, Pages 5238 to 5253, being No. 00787 for the year 2007 and deliver possession.

**AND WHEREAS** said Sri Chinmoy Ghosh thus being the owner of undivided 1/8<sup>th</sup> share of the above mentioned property transferred the same to the present Vendors by executing a Deed of Conveyance dated 08.05.2015 which was registered at the Office of Addl. Dist. Sub-Registrar, Chandernagore and recorded in Book No.I, CD Volume No. 0604-2015, Pages from 2486 to 2509, being Deed No. 060401120 for the year 2015 and deliver possession.

**AND WHEREAS** due to few error/typographical mistake in the Deed No. 060401120 for the year 2015, said Sri Chinmoy Ghosh further executed a Declaration Deed dated 30.01.2018 which was registered at the Office of Addl. Dist. Sub-Registrar, Chandernagore and recorded in Book No.IV, CD Volume No. 0604-2018, Pages from 607 to 620, being Deed No. 060400035 for the year 2018.

**AND WHEREAS** the Land Owners SRI BIJOY GUHA MALLICK, SRI KRISHNA CHANDRA MONDAL and SRI CHANCHAL KUMAR BHATTACHARYA thus became the 16 annas absolute owner of the First Schedule of property and possessing the same by mutating and paying the rent and taxes to the appropriate authority. The Owners have effected the property mutated in Chandernagore Municipal Corporation and also in the B.L.& L.R.O. and have established their absolute right of Ownership.

**AND WHEREAS** the Owner have now absolutely seized and possessed of or otherwise well and sufficiently entitled to all that

Cont.P/7

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*Bijoy Guha Mallick*  
**(BIJOY GUHA MALLICK)**  
Self and Constituted Attorney  
of  
Krishna Chandra Mondal and  
Chanchal Kumar Bhattacharya

**SUPREME UDYOG**

Represented By  
*Bijoy Guha Mallick*  
(Bijoy Guha Mallick )  
Self and Constituted Attorney  
of Krishna Chandra Mondal,  
Reina Guha Mallick, Chanchal  
Kumar Bhattacharya, Mainak  
Mondal & Lipi Bhattacharya

land as described in the schedule of property.

**AND WHEREAS** the Owners herein have acquired absolute title in respect of the said property specifically mentioned in the First Schedule below and have effected the property mutated in Chandernagore Municipal Corporation and also in the B.L.& L.R.O. 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, lispendens, attachment, trust whatsoever and that the Vendors are now absolutely seized and possessed of or otherwise well and sufficiently entitled to ALL that the First Schedule property.

**AND WHEREAS** the Owners have 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 Owner or the First Part has decided to Develop the said property and to construct Multistoried Buildings comprising of several Flats and Commercial units and in that effect they have decided to develop the property through a reputed Developer.

**AND WHEREAS** the Developer in the name and style of **SUPREME UDYOG**, a Partnership Firm having its office at Lake View Housing Complex, D/SF-3, Barabazar, Chandannagore, Hooghly have approached and requested the Owner /Vendor to allow them to develop the said property and after proper negotiations, the Owner /Vendor has agreed to grant the Developer exclusive right to develop the said property by constructing new multistoried

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buildings thereon in accordance with the plan sanctioned by Chandernagore Municipal Corporation and a Development Agreement was executed between the Owner /Vendor and Developers to that effect on 10.06.2015 which was registered at the Office of A.D.S.R. Chandernagore and recorded in Book No. I, CD Volume No.0604-2015, Pages from 12099 to 12134, being No. 060401473 for the year 2015.

**AND WHEREAS** the vendor / Owner i.e. the First Part have appointed "SUPREME UDYOG" as their Constituted Attorney Vide General Power of Attorney Dated 10.06.2015 which was duly registered before the A.D.S.R. Chandernagore and recorded in Book No. IV, CD Volume No.0604-2015, Pages from 1076 to 1093, being No. 060400190 for the year 2015 and SRI KRISHNA CHANDRA MONDAL and SRI CHANCHAL KUMAR BHATTACHRYA, Co-Owners Nos. 2 & 3 herein also appointed another Co-Owner SRI BIJOY GUHA MALLICK, son of Late Birendra Nath Guha Mallick, by religion - Hindu ( Indian ), by occupation - 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, as their Constituted Attorney to sign in Deed, Sale Agreement, Agreement etc. and represent on their behalf in respect of the Developer's allocation by executing a GENERAL POWER OF ATTORNEY dated 10.06.2015 which was duly registered before the A.D.S.R. Chandernagore and recorded in Book No. IV, CD Volume No.0604-2015, Pages from 1094 to 1107, being No. 0604000191 for the year 2015 and the Developers of the Project Supreme Udyog

Cont.P/9

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of  
Krishna Chandra Mondal and  
Chanchal Kumar Bhattacharya

**SUPREME UDYOG**  
Represented By  
*Bijoy Guha Mallick*  
( Bijoy Guha Mallick )  
Self and Constituted Attorney  
of Krishna Chandra Mondal,  
Rajna Guha Mallick, Chanchal  
Kumer Bhattacharya, Meinalak  
Mondal & Lipi Bhattacharya



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Self and Constituted Attorney  
of  
Krishna Chandra Mondal and  
Chaschal Kumar Bhattacharya

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Rama Guha Mallick, Chanchal  
Kumar Bhattacharya, Mainak  
Mondal & Lipi Bhattacharya

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have also appointed their Constituted Attorney namely SRI BIJOY GUHA MALLICK, son of Late Birendra Nath Guha Mallick, by religion - Hindu ( Indian ), by occupation - 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, authorising him to act as their constituted Attorney for the purpose of execution of the Project in the First 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 Attorney which was duly registered before the A.D.S.R. Chandernagore and recorded in Book No. IV, CD Volume No.0604-2016, Pages from 4035 to 4050, being No. 0604000275 for the year 2016 .

**AND WHEREAS** the Owner or the First Part shall discharge exclusive right to the Developer to implement the project and agree to convey his land in respect of Flats, Commercial space, Parking space, Common space, Open space etc. to be provided thereon in favour of intending Purchasers in the said property. That the Building Plan for the aforesaid project has been duly sanctioned by Chandannagore Municipal Corporation plan being No. B-2/RB/...../..... dated ..... Subsequently the Building Plan was revised and the revised Building Plan No. is ..... dated ..... duly sanctioned by Chandernagore Municipal Corporation.

**AND WHEREAS** the Developer is continuing the development work of the multistoried building in the name and

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Mondal & Lipi Bhattacharya

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style of "SHAONLI" Apartment on the First Schedule property consisting of several Flats, Shops and Garages containing appropriate facilities to be held and enjoyed as Flats/Garages 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 Holding No.1479( New) 725(Old), Kuthir Math Road (West), Ward No. 12 within the municipal limits 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 and One number of Garage of the said Apartment .

**AND WHEREAS** the **PURCHASER(S)** has / have entered into an **Agreement for Sale** on ..... to purchase a Residential Flat being No. ".....", having Built up area of .....Sq.ft. and Super-built up area of .....Sq. ft. on ..... FLOOR 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 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

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Chanchal Kumar Bhattacharya

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Kumar Bhattacharya, Mainak  
Mondal & Lipti Bhattacharya

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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 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 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. Super Built up Area more or less and that Flat being Serial No. ".....", on the .....FLOOR and the **VENDOR / LAND OWNER** and the **DEVELOPER** doth hereby convey and transfer, assign and assure unto the **PURCHASER(S)** free from all encumbrances, charges, liens, trust, annuities, lispendenses, attachments, Debtor and wakf charges, for maintenance and residence / business and servients or easements with **ALLTHAT** the undivided proportionate share

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of land and the Flat 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 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 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 **DEVELOPER** 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

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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 **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

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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 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 their share of expenses as required by the other Apartment / shop owners.
- B. That the **PURCHASER(S)** shall use the said Flat for residential purpose only and for no other 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 /Garage owners in the building including the Vendors being first obtained .
- D. That the **PURCHASER(S)** shall / will be liable to pay

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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 and Garage owners .

Be it mentioned that by virtue of this Deed of Conveyance of the Flat, 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 )**

**ALL THAT** piece and parcel of **BASTU** Land admeasuring about 0.062 Acre appertaining to R.S. Dag No. 247/271 ( Two hundred Forty Seven BUTA Two hundred Seventy One ) under R.S. Khatian No. 168 ( One hundred Sixty Eight ) , corresponding to L.R. Dag No. 378 under L.R. Khatian Nos. 653, 654 & 655, Sheet No. 12, within ambit of Mouza & P.S.: Chandernagore, J.L. No. 1 comprised in Holding No.1479( New) 725(Old), Kuthir Math Road (West), Ward No. 12 within the municipal limits of Chandernagore Municipal

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Mondal & Lipi Bhattacharya

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Corporation, P.S. Chandernagore, District – Hooghly in the state of West Bengal.

**BUTTED AND BOUNDED ON THE :-**

On the North :- Property of Dinabandhu Seth & Ors.

On the South :- Property of Swapan Sarkar .

On the East :- Kuthirmath Road (West) .

On the West :- Oly Complex .

**THE SECOND SCHEDULE ABOVE REFERRED TO**

**( THE BUILDING )**

The building name and Style of "**SHAONLI**" constructed in Holding No.1479( New) 725(Old), Kuthir Math Road (West), Ward No. 12 within the municipal limits of Chandernagore Municipal Corporation, P.S. Chandernagore, District – Hooghly , being the land described in the **First Schedule** according to the Building Plan being No. .... dated ..... Subsequently the Building Plan was revised and the revised Building Plan No. is ..... dated ..... duly sanctioned by Chandernagore Municipal Corporation.

**THE THIRD SCHEDULE ABOVE REFERRED TO:**

**( THE UNIT )**

**ALL THAT** the **Residential Flat** on .....**FLOOR** bearing No. ".....", aggregating approximately Covered area of ..... ( ..... ) **Sq.ft.** and **Super built up Area of** ..... ( ..... ) **Sq.ft.** of "**SHAONLI**" Apartment 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

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Mondal & Lipi Bhattacharya

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share and/or interest in the land underneath the said building.  
The Floor is made by Tiles.

**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.
- 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

Cont.P/18

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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.

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

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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 .

**THE SEVENTH SCHEDULE ABOVE REFERRED TO:**

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

- A. To obstruct the VENDORS / DEVELOPER 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, Restaurant, Nursing Home, Boarding / lodging house etc. which do not come within the purview of normal livelihood .

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Mondal & Lipi Bhattacharya

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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.

**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 WITHIN NAMED VENDORS /**  
**LAND OWNERS AND THE DEVELOPERS**  
**IN THE PRESENCE OF WITNESSES :**

1.

2.

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

\_\_\_\_\_  
SIGNATURE OF THE DEVELOPER

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**MEMO OF CONSIDERATION**

**RECEIVED** by the within named **VENDOR / DEVELOPER**  
from the within named **PURCHASERS**, the sum of Rs. ....../-  
(Rupees ..... ) only as under:-

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

- 1.-
- 2.-
- 3.-
- 4.-
- 5.-

**WITNESSES:**

1.

*Bijoy Guha Mallick*

(BIJOY GUHA MALLICK)

Self and Constituted Attorney

of

Krishna Chandra Mondal and  
Chanchal Kumar Bhattacharya

2.

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

**SUPREME UDYOG**

Represented By

*Bijoy Guha Mallick*

( Bijoy Guha Mallick )

Self and Constituted Attorney  
of Krishna Chandra Mondal,  
Ratna Guha Mallick, Chanchal  
Kumar Bhattacharya, Mainak  
Mondal & Lipi Bhattacharya

**SIGNATURE OF THE DEVELOPER**

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

Comp. Print by/Typed by

Chandernagore Court .