

This Agreement for Sale ("**Agreement**") executed on  
This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,

**By and Between**

**“M/S VISHWAKARMA CREATIONS”**, (P. A. No. AAFFV5650G), a partnership firm, having its Office at No. 406/2800, Jyotinagar, Ward No. 41, Siliguri, P.O-Sevoke Road, P.S-Bhaktinagar, Dist. Jalpaiguri, Pin-734001, in the State of West Bengal, represented by one of its partner **SRI PRATEEK AGARWAL**(P. A. No. BUQPA6743P)(Aadhar No. 2410 2173 1881)S/O Shri Deepak Kumar Agarwal, Hindu by Religion, Business by Occupation, Citizen by Indian, residing at Rasraj Sweet Parlour, Mahabirsthan, Railgate No. 1, Siliguri, P.O-Siliguri Town, P.S-Siliguri, Dist. Darjeeling, Pin-734004, in the State of West Bengal, hereinafter called the **“PROMOTER/OWNER”**( which expression shall mean and include unless excluded by or repugnant to the context be deemed to be its partners, administrators, office representatives, and/or assigns) of the **ONE PART**.

A N D

**1.....** (P. A. No.....)(Aadhaar No.....)S/O ....., Hindu by Religion, Citizen by Indian, Business by Occupation, residing a ....., , Siliguri (M. Corp.),Dist. Jalpaiguri, Pin-734006,in the State of West Bengal.

hereinafter called the **“ALLOTTEE”**(Which expression shall mean and include unless excluded by or repugnant to the context his heirs, successors, executors, administrators, legal representatives, and assigns) of the **OTHER PART**.

The Promoter/Owner and Allottee shall hereinafter collectively be referred to as the "Parties" and individually as a "Party".

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In this Act, unless the context otherwise requires, —

(a) "adjudicating officer" means the adjudicating officer appointed under sub-section (1) of section 71.

(b) "advertisement" means any document described or issued as advertisement through any medium and includes any notice, circular or other documents or publicity in any form, informing persons about a real estate project, or offering for sale of a plot, building or apartment or inviting persons to purchase in any manner such plot, building or apartment or to make advances or deposits for such purposes.

(c) "agreement for sale" means an agreement entered between the promoters and the allottee.

(d) "allottee" in relation to a real estate project, means the person to whom a plot, apartment or building has been allotted, sold (whether as freehold or leasehold) or otherwise transferred by the promoter, and includes the person who subsequently acquires the said allotment through sale, transfer or otherwise but does not include a person to whom such plot, apartment or building is given on rent.

(e) "apartment" whether called block, chamber, dwelling unit, flat, office, showroom, shop, godown, premises, suit, tenement, unit or by any other name, means a separate and self-contained part of any immovable property, including one or more rooms or enclosed spaces, located on one or more floors or any part thereof, in a building or on a plot of land, used or intended to be used for any residential or commercial use such as residence, office, shop, showroom or godown or for carrying on any business, occupation, profession or trade, or for any other type of use ancillary to the purpose specified.

(f) "Appellate Tribunal " means the Real Estate Appellate Tribunal established under section 43.

(g) "appropriate Government" means in respect of matters relating to, —

(i) the Union territory without Legislature, the Central Government.

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(ii) the Union territory of Puducherry, the Union territory Government.

(iii) the Union territory of Delhi, the Central Ministry of Urban Development.

(iv) the State, the State Government.

(h) "architect" means a person registered as an architect under the provisions of the Architects Act, 1972.

(i) "Authority" means the Real Estate Regulatory Authority established under sub-section (1) of section 20.

(j) "building" includes any structure or erection or part of a structure or erection which is intended to be used for residential, commercial or for the purpose of any business, occupation, profession or trade, or for any other related purposes.

(k) "carpet area" means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the apartment.

*Explanation.* —For the purpose of this clause, the expression "exclusive balcony or verandah area" means the area of the balcony or verandah, as the case may be, which is appurtenant to the net usable floor area of an apartment, meant for the exclusive use of the allottee; and "exclusive open terrace area" means the area of open terrace which is appurtenant to the net usable floor area of an apartment, meant for the exclusive use of the allottee.

(l) "Chairperson" means the Chairperson of the Real Estate Regulatory Authority appointed under section 21.

(m) "commencement certificate" means the commencement certificate or the building permit or the construction permit, by whatever name called issued by the competent authority to allow or permit the promoter to begin development works on an immovable property, as per the sanctioned plan.

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(n) "common areas" mean—

(i) the entire land for the real estate project or where the project is developed in phases and registration under this Act is sought for a phase, the entire land for that phase.

(ii) the staircases, lifts, staircase and lift lobbies, fire escapes, and common entrances and exits of buildings.

(iii) the common basements, terraces, parks, play areas, open parking areas and common storage spaces.

(iv) the premises for the lodging of persons employed for the management of the property including accommodation for watch and ward staffs or for the lodging of community service personnel.

(v) installations of central services such as electricity, gas, water and sanitation, air-conditioning and incinerating, system for water conservation and renewable energy.

(vi) the water tanks, sumps, motors, fans, compressors, ducts and all apparatus connected with installations for common use.

(vii) all community and commercial facilities as provided in the real estate project.

(viii) all other portion of the project necessary or convenient for its maintenance, safety, etc., and in common use.

(o) "company" means a company incorporated and registered under the Companies Act, 2013 and includes, —

(i) a corporation established by or under any Central Act or State Act.

(ii) a development authority or any public authority established by the Government in this behalf under any law for the time being in force.

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(p) "competent authority" means the local authority, or any authority created or

established under any law for the time being in force by the appropriate Government which exercises authority over land under its jurisdiction, and has powers to give permission for development of such immovable property.

(q) "completion certificate" means the completion certificate, or such other certificate, by whatever name called, issued by the competent authority certifying that the real estate project has been developed according to the sanctioned plan, layout plan and specifications, as approved by the competent authority under the local laws.

(r) "day" means the working day, in the concerned State or Union territory, as the case may be, notified by the appropriate Government from time to time.

(s) "development" with its grammatical variations and cognate expressions, means carrying out the development of immovable property, engineering or other operations in, on, over or under the land or the making of any material change in any immovable property or land and includes re-development.

(t) "development works" means the external development works and internal development works on immovable property.

(u) "engineer" means a person who possesses a bachelor's degree or equivalent from an institution recognised by the All-India Council of Technical Education or any University or any institution recognised under a law or is registered as an engineer under any law for the time being in force.

(v) "estimated cost of real estate project" means the total cost involved in developing the real estate project and includes the land cost, taxes, cess, development and other charges.

(w) "external development works" includes roads and road systems landscaping, water supply, sewage and drainage systems, electricity supply transformer, sub-station, solid waste management and disposal or any other work which may have to be executed in the periphery of, or outside, a project for its benefit, as may be provided under the local laws.

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(x) "family" includes husband, wife, minor son and unmarried daughter wholly dependent on a person.

(y) "garage" means a place within a project having a roof and walls on three sides for parking any vehicle, but does not include an unenclosed or uncovered parking space such as open parking areas.

(z) "immovable property" includes land, buildings, rights of ways, lights or any other benefit arising out of land and things attached to the earth or permanently fastened to anything which is attached to the earth, but not standing timber, standing crops or grass.

**WHEREAS:**

The above-named owner namely **"M/S VISHWAKARMA CREATIONS"** is the absolute title & in possession of land by virtue of Two Deed of Conveyance as follows: -

i). Recorded in Book No. I, being Document No. 2022, for the year 2006, registered at D.S.R, Jalpaiguri, land measuring 19(Nineteen) Kathas 13(Thirteen) Chhataks, appertaining to R. S. Plot No. 209 recorded in R. S. Khatian No. 547, under R. S. Sheet No. 8, J. L. No 2, situated at Mouza-Dabgram, Pargana–Baikunthapur, P.S. Bhaktinagar, within S. M. C Ward No. 41, Dist–Jalpaiguri presented on 30<sup>th</sup> November 2005 at D.S.R Office, Jalpaiguri vide Serial No.4670 and finalized after payment of Deficit Stamp duty and registration fees in the year 2006.

ii). Recorded in Book No. I, being Document No. 1827, for the year 2006, registered at A.D.S.R Rajganj, Dist. Jalpaiguri, land measuring 20(Twenty) Kathas, appertaining to R. S. Plot No. 209 corresponding to L. R. Plot No. 31, recorded in R. S. Khatian No. 547, under R. S. Sheet No. 8 corresponding to L. R. Sheet No. 35, J. L. No 2, situated at Mouza-Dabgram, Pargana–Baikunthapur, P.S. Bhaktinagar, within S. M. C Ward No. 41, Dist–Jalpaiguri.

AND WHEREAS the said owner namely **"M/S VISHWAKARMA CREATIONS"** also recorded the aforesaid land in its name in the Record of Right at the Office of B. L. & L. R. O Rajganj and shall ever since one L. R. Khatian, being Khatian No. 86 was framed in the name of **"M/S VISHWAKARMA CREATIONS"** as per provision of W.B.L.R Act, 1955.

AND WHEREAS owner namely **"M/S VISHWAKARMA CREATIONS"** also converted the said land vide Conversion Case No. CN/2020/0701/115 at the Office of D. L. & L. R. O, Jalpaiguri.

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AND WHEREAS owner namely **"M/S VISHWAKARMA CREATIONS"** as well as the Promoter/Owner subsequently initiated for building plan and in this process after having obtained the approved L.U.C.C. memo number 4052/SJDA, dated 09/02/2020, approved by

the S.J.D.A., Siliguri and having obtained the Fire Safety Recommendation vide Memo No.WBFES/NZ/FP/26/20, dated 20/08/2020 obtained from West Bengal Fire and Emergency Services, Government of West Bengal and the site plan was approved by Siliguri Municipal Corporation, being Plan No. 0109146207900084, dated 18/12/2020 approved by Siliguri Municipal Corporation and in the manners aforesaid the **“M/S VISHWAKARMA CREATIONS”** of these presents became in actual, khas, and physical possession having permanent heritable and transferable right, title and interest therein free from all encumbrances whatsoever.

The Said Land is earmarked for the purpose of building a [*commercial/residential/any other purpose*] project, comprising a Partly Ground + 5 & Parking +5 Storied Residential Cum Commercial Building and the said project shall be known as **“PARK VIEW RESIDENCY”** ("Project");

Provided that where land is earmarked for any institutional development the same shall be used for those purposes only and no commercial/residential development shall be permitted unless it is a part of the plan approved by the competent authority.

- A. The Promoter/Owner is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter/Owner regarding the said land on which Project is to be constructed have been completed.
- B. The SILIGURI MUNICIPAL CORPORATION has granted the commencement certificate to develop the Project vide approval dated being Plan No. 0109146207900084, dated 18/12/2020.
- C. The Promoter/Owner has obtained the final layout plan approvals for the Project from SILIGURI MUNICIPAL CORPORATION. The Promoter/Owner agrees and undertakes that it shall not make any changes to these layout plans except in strict compliance with section 14 of the Act and other laws as applicable.
- D. The Allottee had applied for an apartment in the Flat No. E-4 dated \_\_\_\_\_ and has been allotted apartment No. E-4 having carpet area 1525 (One Five Two Five) Sq. Ft. or equal to 141.67 square meter and Total super Built up area 2357 (Two Three Five Seven) Sq. feet or equal to 218.97 square meter at 4th Floor in Block 3 of the Building along with Roof Covered Parking being No.12 (Twelve) ad measuring 135 square feet each at the Ground Floor, as permissible under the applicable law and of prorate share in the common areas "Common Areas" as defined under clause (n) of Section 2 of the Act (hereinafter referred to as the "Apartment" more particularly described in Schedule A and the floor plan of the apartment is annexed hereto and marked as Schedule B)

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- E. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein.
- F. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws

,rules,regulations, notifications, etc., applicable to theProject.

- G. The Parties, relying on the confirmations, representations and assurances of each other to faithfull y abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter.
- H. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter/Owner hereby agrees to sell and the Allottee hereby agrees to purchase the [Schedule B property] and the garage/closed parking (if applicable) as specified in paragraph G
- I. The Promoter/Owner is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter/Owner regarding the said land on which Project is to be constructed have been completed.
- J. The SILIGURI MUNICIPAL CORPORATION has granted the commencement certificate to develop the Project vide being Plan No. 0109146207900084, dated 18/12/2020.
- K. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter/Owner hereby agrees to sell and the Allottee hereby agrees to purchase the [Schedule B property] and the garage/closed parking (if applicable) as specified in paragraph G.

**NOW THEREFORE, in consideration of the mutual representations, covenants, assurances, promises and agreements contained herein and other good and valuable consideration, the Parties agree as follows:**

**1. TERMS:**

Subject to the terms and conditions as detailed in this Agreement, the Promoter/Owner agrees to sell to the Allottee and the Allottee hereby agrees to purchase, the [Schedule B property] as specified in paragraph H; The Total Price for the [Schedule B property] Rs. 82, 49,500/- (Rupees Eighty-Two Lakhs, Forty-Nine Thousand, Five Hundred Only) ("Total Price").

Block/Building/Tower no. <u>III</u> Apartment no. E-4 Type <u>RESIDENTIAL</u> Floor- 4 <sup>TH</sup>	Rate of Apartment per square feet*  Rs. <u>3500/-</u> per Square Feet  Total Price of Flat Rs. 82,49,500
GST @ 5%	Rs. 4,12,475

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\*Provide breakup of the amounts such as cost of apartment, preferential location charges, taxes etc.

[AND] [if/as applicable]

Garage/Closed parking - 1	Price for 1 Parking is 2,70,000
GST @ 5%	Rs. 13,500

- (i) The Total Price above includes the booking amount paid by the allottee to the Promoter/Owner towards the [Schedule B property]
- (ii) The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter/Owner by way of Value Added Tax, Service Tax, GST, CGST, if any as per law, and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter/Owner) up to the date of handing over the possession of the [Schedule B property ]:  
 Provided that in case there is any change / modification in the taxes, the subsequent amount payable by the allottee to the Promoter/Owner shall be increased/reduced based on such change / modification;
- (iii) The Promoter/Owner shall periodically intimate to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment within 30 (thirty) days from the date of such written intimation. In addition, the Promoter/Owner shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/ notification together with dates from which such taxes/levies etc. have been imposed or become effective;
- (iv) The Total Price of [Schedule B property] includes: 1) pro rata share in the Common Areas; and 2) One Roof Covered Parking as provided in the Agreement.

The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoter/Owner 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/Owner 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.

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

It is agreed that the Promoter/Owner shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described therein in respect of the apartment, plot or building, as the case may be, without the previous written consent of the Allottee. Provided that the Promoter/Owner 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. The Promoter/Owner shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and on application of 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/Owner. If there is any reduction in the carpet area within the defined limit then Promoter/Owner shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter/Owner shall demand that from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square feet as agreed in Clause 1.2 of this Agreement.

Subject to Clause 9.3 the Promoter/Owner agrees and acknowledges, the Allottee shall have the right to the [Schedule B property] as mentioned below:

- (i) The Allottee shall have exclusive ownership of the [Schedule B property]
- (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. Further, the right of the Allottee to use the Common Areas shall always be subject to the timely payment of maintenance charges and other charges as applicable. It is clarified that the Promoter/Owner shall convey undivided proportionate title in the common areas to the association of Allottees as provided in the Act;

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- (iii) That the computation of the price of the [Schedule B property] includes recovery of price of land, construction of the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, fire detection and firefighting equipment in the common areas etc. and includes cost for providing all other facilities as provided within the Project.

It is made clear by the Promoter/Owner and the Allottee agrees that the [Residential Flat] along with One Roof 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 Allottee of the Project.

It is understood by the Allottee that all other areas and i.e. areas and facilities falling outside the Project, namely "**PARK VIEW RESIDENCY**" shall not form a part of the declaration to be filed with the Competent Authority in accordance with the West Bengal Apartment Ownership Act, 1972

The Promoter/Owner agrees to pay all outgoing before transferring the physical possession of the apartment to the Allottee, which it has collected from the Allottee, for the payment of outgoing (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/Owner fails to pay all or any of the outgoing collected by it from the Allottee or any liability, mortgage loan and interest thereon before transferring the apartment to the Allottee, the Promoter/Owner agrees to be liable, even after the transfer of the property, to pay such outgoing 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.

The Allottee have paid a sum of Rs 15,00,000/- (Rupees Fifteen Lakhs only) as booking amount being part payment towards the Total Price of the [Schedule B property] at the time of application the receipt of which the Promoter/Owner hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the [Schedule B property] as prescribed in the Payment Plan as may be demanded by the Promoter/Owner within the time and in the manner specified therein:

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Provided that if the Allottee delays in payment towards any amount for which is payable, he/she shall be liable to pay interest at the rate specified in the Rules.

- (iv) That the Promoter/Owner shall handover the Scheduled Property to the Allottee after completion, which shall be completed by December 2024 and the registration of the same shall be executed by the promoters in favor of the Allottee simultaneously after receiving full and final payment, along with GST as may be applicable at the relevant time.

## **2. MODE OF PAYMENT**

Subject to the terms of the Agreement and the Promoter/Owner abiding by the construction milestones, the Allottee shall make all payments, on demand by the Promoter/Owner, within the stipulated time as mentioned in the Payment Plan through A/c Payee cheque/demand draft or online payment (as applicable) in favor of “ VISHWAKARMA CREATIONS”.

## **3. COMPLIANCE OF LAWS RELATING TO REMITTANCES**

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 and Rules and Regulations made thereunder or any statutory amendment(s) 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/Owner with such permission, approvals which would enable the Promoter/Owner to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time. The Promoter/Owner accepts no responsibility in this regard. The Allottee shall keep the Promoter/Owner 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/Owner immediately and comply with necessary formalities if any under the applicable laws. The Promoter/Owner 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 here in anyway and the Promoter/Owner shall be issuing the payment receipts in favour of the Allottee only.

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#### 4. ADJUSTMENT/APPROPRIATION OF PAYMENTS

The Allottee authorizes the Promoter/Owner to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoter/Owner may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoter/Owner to adjust his payments in any manner.

#### 5. TIME IS ESSENCE

Time is of essence for the Promoter/Owner as well as the Allottee. The Promoter/Owner shall abide by the time schedule for completing the project and handing over the [Schedule B property] to the Allottee and the common area to the association of the Allottee after receiving on application of the occupancy certificate\* or the completion certificate or both, as the case may be. Similarly, the Allottee shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter/Owner as provided in Schedule C ("Payment Plan").

#### 6. CONSTRUCTION OF THE PROJECT/APARTMENT

The Allottee has seen the specifications of the [Schedule B property] and accepted the Payment Plan, floor plans, layout plans [annexed along with this Agreement] which has been approved by the competent authority, as represented by the Promoter/Owner. The Promoter/Owner shall develop the Project in accordance with the said layout plans, floor plans and specifications. Subject to the terms in this Agreement, the Promoter/Owner 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 SILIGURI MUNICIPAL CORPORATION and shall not have an option to make any variation /alteration /modification in such plans, other than in the manner provided under the Act, and breach of this term by the Promoter/Owner shall constitute a material breach of the Agreement.

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## 7. POSSESSION OF THE APARTMENT/PLOT

**Schedule for possession of the said [Schedule B property]:** The Promoter/Owner agrees and understands that timely delivery of possession of the [Schedule B property] is the essence of the Agreement. The Promoter/Owner, based on the approved plans and specifications, assures to hand over possession of the [Schedule B property] 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") and Pandemic situations such as Covid or any other diseases or due to law and order where it becomes difficult to continue the ongoing works. If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter/Owner shall be entitled to the extension of time for delivery of possession of the [Schedule B property], 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/Owner to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter/Owner shall refund to the Allottee the entire amount received by the Promoter/Owner from the allotment within 180 days from that date. After refund of the money paid by the Allottee, Allottee agrees that they shall not have any rights, claims etc. against the Promoter/Owner and that the Promoter/Owner shall be released and discharged from all its obligations and liabilities under this Agreement.

**Procedure for taking possession** – The Promoter/Owner, on application of the occupancy certificate\* from the competent authority shall offer in writing the possession of the [Schedule B property] to the Allottee in terms of this Agreement to be taken within 3 (three months from the date of issue of such notice and the Promoter/Owner shall give possession of the [Schedule B property] to the Allottee. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter/Owner/association of Allottee, as the case may be.

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**Failure of Allottee to take Possession of [Schedule B property]:** Upon receiving a written intimation or electronic means through social media such as Gmail, Whtasapp, etc, within from the Promoter/Owner as per clause 7.2, the Allottee shall take possession of the [Schedule B property] from the Promoter/Owner by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter/Owners shall give possession of the [Schedule B property] to the allottee. In case the Allottee fails to take possession within the time provided in clause 7.2, such Allottee shall continue to be liable to pay maintenance charges as applicable.

**Possession by the Allottee** – On application of the occupancy certificate\* and handing over physical possession of the [Schedule B property] to the Allottee, it shall be the responsibility of the Promoter/Owner to hand over the necessary documents and plans, including common areas, to the association of the Allottee or the competent authority as per the local laws.

**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/Owner, the Promoter/Owner 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/Owner to the allottee within 180 days of such cancellation.

**Compensation –**

The Promoter/Owner 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 compensation under this section 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/Owner fails to complete or is unable to give possession of the [Schedule B property] (i) in accordance with the terms of this Agreement, duly completed by the date specified herein; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Promoter/Owner shall be liable, on demand to the Allottee, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the [Schedule B property], with interest at the rate specified in the Rules within 45 days including compensation in the manner as provided under the Act. Provided that where if the Allottee does not intend to withdraw from the Project,

the Promoter/Owners shall pay the Allottee interest at the rates specified in the Rules for every month of delay, till the handing over of the possession of the [Schedule B property]

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## **8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER/OWNER**

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

- (i) The [Promoter/Owner] has absolute, clear and marketable title with respect to the said Land; the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;
- (ii) The Promoter/Owner 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 with respect to the said Land, Project or the [Schedule B property];
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Promoter/Owner 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 [Schedule B property] and common areas;
- (vi) The Promoter/Owner has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- (vii) The Promoter/Owner 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 [Schedule B property] which will, in any manner, affect the rights of Allottee under this Agreement;
- (viii) The Promoter/Owner confirms that the Promoter/Owner is not restricted in any manner whatsoever from selling the said [Schedule B property] to the Allottee in the manner contemplated in this Agreement;
- (ix) At the time of execution of the conveyance deed the Promoter/Owner shall hand over lawful, vacant, peaceful, physical possession of the [Schedule B property] to the Allottee and the common areas to the Association of the Allottee;

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- (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/Owner 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;
- (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/Owner in respect of the said Land and/or the Project;
- (xiii) That the property is not Waqf property.

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

Subject to the Force Majeure clause, the Promoter/Owners shall be considered under a condition of Default, in the following events:

- (i) Promoter/Owner fails to provide ready to move in possession of the [Schedule B property] to the Allottee within the time period specified. For the purpose of this clause, 'ready to move in possession' shall mean that the apartment shall be in a habitable condition which is complete in all respects;
- (ii) Discontinuance of the Promoter/Owner'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.

In case of Default by Promoter/Owner under the conditions listed above, Allottee is entitled to the following:

- (i) Stop making further payments to Promoter/Owner as demanded by the Promoter/Owner. If the Allottee stops making payments, the Promoter/Owners shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any penal interest; or
- (ii) The Allottee shall have the option of terminating the Agreement in which case the Promoter/Owner shall be liable to

refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the apartment, along with interest at the rates specified in the Rules within forty-five days of receiving the termination notice:

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- (iii) Provided that where an Allottee does not intend to withdraw from the project or terminate the Agreement, he/she shall be paid, by the Promoter/Owner, interest at the rate specified in the Rules, for every month of delay till the handing over of the possession of the [Schedule B Property ]

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 2 consecutive demands made by the Promoter/Owner as per the Payment Plan annexed hereto, despite having been issued notice in that regard the allottee shall be liable to pay interest @ 2% per month to the Promoter/Owner on the unpaid amount at the rate specified in the Rules.
- (ii) In case of Default by Allottee under the condition listed above continues for a period One month beyond One month after notice from the Promoter/Owner in this regard, the Promoter/Owner shall cancel the allotment of the [Schedule B property] in favour of the Allottee and refund the amount money paid to him by the allottee by deducting the full booking amount and 10 percent of the balance amount paid and this Agreement shall thereupon stand terminated but the Allottee shall inform his/her /their inability to Purchase the Apartment prior 15 (Fifteen) days written notice to the Promoter/Owner who will return the same within 180 days from the date of such cancellation.

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

The Promoter/Owner, on receipt of complete amount of the Price of the [Schedule B property] under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the [Schedule B property] together with proportionate indivisible share in the Common Areas within 3 (three) months from the issuance of on application of the occupancy certificate\*. However, in case the Allottee fails to deposit the stamp duty, registration charges and all other incidental and legal expenses etc. so demanded within the period mentioned in the demand letter, the Allottee authorizes the Promoter/Owner to withhold registration of the conveyance deed in his/her favour till full and final settlement of all dues and stamp duty and registration

charges to the Promoter/Owner is made by the Allottee. The Allottee shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899 including any actions taken or deficiencies/ penalties imposed by the competent authority (ies).

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#### **11. PROMOTER/OWNERSHALLNOTMORTGAGEORCREATECHARGE**

After the Promoter/Owner 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/Plot/Building].

#### **12. APARTMENTOWNERSHIPACT**

The Promoter/Owner has assured the Allottee that the project in its entirety is in accordance with the provisions of the West Bengal Apartment Ownership Act, 1972. The Promoter/Owner showing compliance of various laws/regulations as applicable in the State of West Bengal.

#### **13. BINDINGEFFECT**

Forwarding this Agreement to the Allottee by the Promoter/Owner does not create a binding obligation on the part of the Promoter/Owner 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 concerned Sub- Registrar as and when intimated by the Promoter/Owner. If the Allottee(s) fails to execute and deliver to the Promoter/Owner this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Registrar/Sub-Registrar/ registrar of Assurance for its registration as and when

intimated by the Promoter/Owner, then the Promoter/Owner 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

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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.

#### **14. 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.

#### **15. RIGHT TO AMEND**

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

#### **16. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE/SUBSEQUENT ALLOTTEE**

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 Project shall equally be applicable to and enforceable against any subsequent Allottee of the [Schedule B property] in case of a transfer, as the said obligations go along with the [Schedule B property] for all intents and purposes.

#### **17. WAIVER NOT A LIMITATION TO ENFORCE**

The Promoter/Owner 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 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/Owner in the case of one Allottee

shall not be construed to be a precedent and /or binding on the Promoter/Owner to exercise such discretion in the case of other Allottee.

Failure on the part of the Promoter/Owner 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.

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### **18. 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.

### **19. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT**

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

### **20. 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.

### **21. PLACE OF EXECUTION**

The execution of this Agreement shall be complete only upon its execution by the

Promoter/Owner through its authorized signatory at the Promoter/Owner's Office, or at some other place, which may be mutually agreed between the Promoter/Owner and the Allottee.

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## 22. NOTICES

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

\_\_\_\_\_ Name of Allottee  
 \_\_\_\_\_ (All  
 ottee Address) M/s \_\_\_\_\_  
 \_\_\_\_\_ Pro  
 moter/Owner name  
 \_\_\_\_\_ (Promoter/Owner Address)

It shall be the duty of the Allottee and the Promoter/Owner to inform each other of any change in address after 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/Owner or the Allottee, as the case may be.

## 23. JOINT ALLOTTEE

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

## 24. JURISDICTION

Only the Courts within the Ordinary Original Civil Jurisdiction of the Jalpaiguri Civil Court shall have the Jurisdiction to entertain and determine all actions and proceeding between the parties hereto relating to or under this agreement or connected therewith including the arbitration as provided hereinabove.

## 25. DISPUTE RESOLUTION

All or any disputes arising out or touching upon or in relation to the terms and

conditions of this Agreement between the Parties or his/her/their Nominee or Representatives with regard to the construction, or any other matters shall be referred to Arbitration and the decision of the Sole Arbitrator, if the Parties in dispute so agree, otherwise to two or more Arbitrators, according to Parties of this Agreement one to be nominated by each party or his/her/their representatives and in case of different opinion between them by the Person selected by them at the Commencement of the reference and this clause shall be deemed to be a submission within the meaning of the Arbitration and Conciliation Act,1996 including its statutory modification and re-enactment.

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IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement forsaleatSiliguri (city/town name) in the presence of attesting witness, signing as such on the day first abovewritten.

**SIGNED AND DELIVERED BY THE WITHIN NAMED**

Allottee: (including joint buyers)

(1)\_\_\_\_\_

(2)\_\_\_\_\_

At\_\_\_\_\_on\_\_\_\_\_in the presenceof:

Please affix  
photograph  
and sign  
across the  
photograph

Please affix  
photograph  
and sign  
across the  
photograph

**SIGNED AND DELIVERED BY THE WITHIN NAMED**

Promoter/Owner:

(1)

\_\_\_\_\_ (AuthorizedSignatory)

WITNESSES:

Please affix  
photograph and  
sign across the  
photograph

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

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**SCHEDULE – “A”**

**(DESCRIPTION OF THE LAND ON WHICH  
“PARK VIEW RESIDENCY” STANDS)**

All that piece or parcel of Vacant land measuring about **39(Thirty Nine)** Kathas **13(Thirteen)** Chhataks or equal to **65(Sixty Five)** Decimals along with the Complex named **“PARK VIEW RESIDENCY”** having (Partly Ground + 5 & Parking + 5 Storied Residential Cum Commercial Building), appertaining to R. S. Plot No. **209** corresponding to L. R. Plot No. **31**, recorded in R. S. Khatian No. **547** corresponding to L. R. Khatian No. **86**, under R. S. Sheet No. **8** corresponding to L. R. Sheet No. **35**, J. L. No **2**, situated at Mouza-**DABGRAM**, Pargana–Baikunthapur, P.S. Bhaktinagar, Dist–Jalpaiguri, within Siliguri Municipal Corporation in Ward No. **“XXXXI”**, **Located at Jyotinagar**, Addl. Dist. Sub-Registry Office Bhaktinagar, Dist. Jalpaiguri.

The said land is butted and bounded as follows:-

By the North: 24 Ft. wide S. M. C Road

By the South: Land of Siliguri Rolling Mill and Mayfair Residency

By the East : Shabaz Residency

By the West : Land of Kandal Singh Bhogal & Smt. Ajit Kaur

**SCHEDULE – “B”**

**(FLOOR PLAN OF THE FLAT AND ROOF COVERED PARKING)**

ALL THAT one residential flat (Tiles/Marble floor) measuring carpet area more or

less about 1525(One Five Two Five) Sq. Ft. or equal to 141.67 square meter and Total super Built up area 2357(Two ThreeFive Seven) Sq. feet or equal to 218.97 square meter at 4<sup>th</sup>Floor, being flat No.“E-4”, Block - “III”, of the building named **“PARK VIEW RESIDENCY”** along with a**Roof Covered Parking measuring around 135 Sq.ft** at the Ground floor of the buildingconstructed on the land as described in Schedule- “A” herein above together with undivided and impartible proportionate share in the land.

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### **SCHEDULE-“C”**

#### **PAYMENT PLAN**

That the payment of the consideration amount of the Schedule ‘C’ property shall be as follows:

Particulars	Rate
At the time of Booking	30%
At the time of 1 <sup>st</sup> Roof Casting	10%
At the time of 2 <sup>nd</sup> Roof Casting	10%
At the time of 3 <sup>rd</sup> Roof Casting	10%
At the time of 4 <sup>th</sup> Roof Casting	10%
At the time of 5 <sup>th</sup> Roof Casting	10%
At the time of 6 <sup>th</sup> Roof Casting	10%
At the time of Final Balance on Completion	10%
Total	100%

And in addition to the aforesaid consideration the Allotee/s shall be also liable to pay GST as applicable shall be charged additionally the following amounts to the Promoter/Owner.

- Maintenance Charges as applicable
- DG, power backup and extra as applicable
- Legal Charges as applicable

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And Separate Cheques shall be issued by the Allottee/s to the Promoter/Owner for the above-mentioned heads of payment and Allottee/s is also liable to pay G.S.T. charges extra as applicable on time to time for each head of payments.

If any extra work will be done by the Promoter/Owner of the said Apartment, in that event the Allottee will agree to bear and/or will pay the said extra work cost to the Promoter/Owner after written consent and/or written letter by the Allottee to the Promoter/Owner.

In Case of any Flooring, Electrical, Plumber or Civil Works or Any Modification /Alteration inside the Apartment done by the Allottee at his/her /their own cost shall be deducted by the Owner/Promoter as per the discretion of the Promoter/Owner.

### **MAINTENANCE CHARGES**

The maintenance charge will be applicable from the date of registration and/or handover of the flat, whichever is earlier on the Super Built-up Area along with applicable G.S.T. thereon per month till the time an executive body or any other authority of the apartment is formed to take care of the common maintenance of the building.

### **DELAY/FAILURE IN PAYMENT OF MAINTENANCE CHARGES**

Allottee agree and understand that the right entrance to the said Apartment shall be subject to the payment of the maintenance charges and performance of all the covenants of these presents or as may be imposed by the Promoter/Owner or the

Society appointed by the Promoter/Owner on its sole discretion can disconnect any or all the services and connections if maintenance and/or consumption/usage charges are not forthcoming subject to penal interests.

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### **INTERNAL MAINTENANCE**

A scavenging of Common Areas will be carried out by Promoter/Owner/Society until handed over to the Association of Allottees but those inside the Apartment will be carried out by the Allottee only

### **BLOCKADE OR HINDRANCE TO COMMON PASSAGES, VERANDAH OR TERRACES:**

Allottee shall not use the said Apartment in the manner so as to cause blockade or hindrance to common passages, verandah or terraces. No common parts of the said building will be used by Allottee for keeping /Chaining pets/Animals or no storages of cycles motorcycles, waste/refuse, nor shall the common passages be blocked in any manner. If any of the pets litter or dirty the compound or compound areas, Allottee shall be solely responsible for cleaning the same and to ensure that pets are properly taken care of.

### **NUISANCE**

Allottee shall not be allowed to entertain any activity, which may be objected by

other residents such as playing of high-volume music, loud speakers for any commercial activities or any activity/ies which spoils the decorum or decency or beauty of the complex including defacing of common walls, lifts or throwing or dumping of refuse/garbage, which could be subject to fine or penalties as per the laws of the land as applicable from time to time.

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**“SCHEDULE-“D”**  
**SPECIFICATIONS OF WORK**

Foundation	Earthquake resistant RCC frame super structure with 1 <sup>st</sup> class brick/walls.
Elevation	Skilled and quality craftsmanship to make the complex a symbol of class.
Doors/Windows	Color anodized casement (Sliding) Aluminum/UPVC windows fitted with Grill Wooden Door frames. Flush Door & Decorative main door.
Flooring	Vitrified tiles in Living Areas Anti-skid tiles in toilets.
Fire Fight System	Equipped with efficient and effective firefighting system.
Wall Finish	Interior- Primer/ Wall putty, Exterior-Superior quality paint.
Kitchen	Anti-Skid Ceramic Tiles in floor, Granite/Marble counter top with stainless steel sink & ceramic tiles dado on wall up to kitchen slab.
Toilet	CP fittings of Jaguar or equivalent brand wall hung EWC wash basin & high quality ceramic tiles upto door height.
Sanitary fixture	Jaquar or equivalent
Elevator	High Speed Automatic elevator in each block
Electrical / wiring	Concealed wiring with fire resistant ISI grade

	copper conductors having provision for adequate points & TV sockets in Drawing & Master bedroom. A.C points in master bedroom, protective M.C.B's & elegant modular switches of reputed brand.
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### **SCHEDULE- "E"**

#### *(Common Areas and Installations- Common to the Co-Owners of the Building)*

- 1) Staircase on All Floors
- 2) Staircase Landing On All Floors
- 3) Common Passage and Lobby on the Ground Floor excepting other Allotted Space
- 4) Water Pump, Water Tank, LIFT, Water Pipe and other Common Plumbing Installations.
- 5) Electrical Wiring and Fittings and Fixtures for lighting the staircase, Lobby and Landings and Electrical Installations with main Switches and Meters and Space required therefore.
- 6) General Common Elements of all appurtenances and facilities and other items which are not part of the said Apartment.
  - a) Exterior conducts utility lines Septic Tank/Tanks.
  - b) Public Connection, Meters, GAS, electricity, Telephone and Water Owned by Public Utility or other providing services and located outside the complex.
  - c) Exterior lighting and other facilities necessary to the upkeep and safety of the said building.
  - d) All elevations including shafts walls machine rooms.
  - e) All other facilities or elements or any improvement outside the building but upon the said building which is necessary for convenient to the existence management operation maintenance and safety of the building or normally in common use.
  - f) The foundation, fittings, columns, girders, beams, support exterior walls of the complex beyond the "SAID APARTMENT" side or interior load bearing walls within the complex or concrete floor slab except the roof slab and all concrete ceilings and all staircases in the building.

- g) Telephone and electrical systems contained within the said building.
- h) Deep tube well for water supply.

Specification, Amenities, Facilities (Which are part of the project)

1. Lifts in each Block
2. A.C. Community Hall with Open Lawn
3. Power back up for Common Area only.

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4. Security Guard.
5. Open Roof top Gymnasium
6. Garden on Roof

**Amenities on the Terrace**

- 1) Area for Roof Top Parties
- 2) Yoga Deck

Note: Amenities are strictly for the use by Apartment Allottee and their family members only. In No Case the Friends, Relatives or any one of the Allottee shall take the benefits of the amenities as mentioned in the Schedule E.

***(Common Expenses)***

- 1) The expenses of administration, maintenance, repair, replacement of the common parts and equipments and accessories, common area and facilities including pumps, water and gas pipe, electric wirings and installations, sewers, drains and all other common parts, fixtures fittings and equipment's in under or upon the building enjoyed or used in common by the purchasers or other occupier thereof .
- 2) The cost of cleaning, maintaining and lighting the main entrances, passages, landings, stair cases and other parts of the building as enjoyed or used in common by the occupiers of the said building.
- 3) Cost and charges of establishment reasonably required for the maintenance of the building and ward duty and other incidents costs.

- 4) The cost of decorating the exterior of the building. The cost of repairing and maintenance of water pump, electrical installations and lights and service charges supplies of common facilities.
- 5) Insurance premium, if any for insuring the building against any damage due to earthquake, fire, lightening, civil commotion, etc.
- 6) Municipal taxes, multi storied building tax, if any and other similar taxes save those separately assessed on the respective flat.
- 7) Litigation expenses as may be necessary for protecting the right, title and possession of the land and building.
- 8) Such other expenses as are necessary or incidental expenses for the maintenance, Govt duties and up-keepment or the building as may be determined by the flat and /or unit Owners association.

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IN WITNESS WHEREOF THE PROMOTER/OWNER AND ALLOTTEE HAVE SET AND SUBSCRIBED THEIR RESPECTIVE HANDS ON THIS DEED OF AGREEMENT FOR SALE ON THIS DAY, MONTH AND YEAR FIRST ABOVE WRITTEN.

WITNESSESS

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SIGNATURE OF OWNER/PROMOTER

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SIGNATURE OF ALLOTTEE

Drafted and Printed in my Office  
As per instruction of the party

**(Manoj Kumar Kedia)**  
**Advocate, Siliguri**  
Regn No. WB/94/1997