

Notes and Discussions.

1. Name of Sri Sushilji is mentioned in Plan and Other documents and in that case a Question/Issue might arise in future as in Agreement/Deed his name is not mentioned neither confirmed. Moreover in this Agreement only project land excluding internal road is mentioned. If FAR benefit is taken then I presume (not sure) he needs to sign as Vendor but then in Schedule project land + internal road break up and total to mention. Either Vendor or Confirming Party subject to legality. Kindly take an opinion of engineer and corporation also to avoid glitches.
2. Confirm Land Area of each Vendor mentioned in Page 6 (% very important)
3. Confirm Land Schedule *Plotwise* break up...important**
4. Boundary of the project to be confirmed.
5. Terminology Internal Road/Passage mentioned ("Passage" word to confirm from engineer whether to mention or not).
6. Partnership Deed, Development Deed and Development Power of Attorney if any requires registration.
7. In E-Req. Form/Query mention road width.
8. Agreement above 10% required registration (Sec. 13 Rera).

AGREEMENT FOR SALE

This Agreement for Sale ("Agreement") executed on this Day of _____, 2023.

BETWEEN

SRI _____ (PAN: _____), son of Sri _____, Hindu by Religion, Indian by Nationality, Businessman by Occupation, Residing at _____, P.O. _____, P.S. _____ Pin Code-_____, District _____, West Bengal - Hereinafter called the "ALLOTTEE / FIRST PARTY**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her/their heirs, executors, administrators, successors-in-interest and permitted assigns) of the **FIRST PART**.**

AND

1. MANJUSHREE TEA AND INDIA PRIVATE LIMITED (PAN : AADCM6852A), a Private Limited Company, Registered under the Companies Act, having CIN - U15491WB1994PTC062245 dated 11.03.1994, having its registered Office at 2nd Mile, Sevoke Road, P.O. Sevoke Road, P.S. Bhaktinagar, Pin Code-734001, District Jalpaiguri, West Bengal, Represented by one of its **DIRECTOR, SRI HARSH BERLIA ALIAS HARSH KUMAR BERLIA**, son of Sri Sushil Kumar Berlia, Hindu by Religion, Indian by Nationality, Business by Occupation, Resident of Bankimnagar, Ward No. 41, P.O. Sevoke Road, P.S. Bhaktinagar, Pin Code-734001, District Jalpaiguri, West Bengal;

2. SMT. MANJU DEVI BERLIA (PAN: ADIPB4819P), wife of Sri Sushil Kumar Berlia,

3. SRI HARSH BERLIA ALIAS HARSH KUMAR BERLIA (PAN: ACVPB7431P), son of Sri Sushil Kumar Berlia,

4. SRI DEEPAK BERLIA ALIAS DEEPAK KUMAR BERLIA (PAN: ACVPB7420Q), son of Sri Sushil Kumar Berlia and,

5. SRI GAURAV BERLIA (PAN: AJDPB6142L), son of Sri Sushil Kumar Berlia, All are Hindu by Religion, Indians by Nationality, Business by Occupation, No. 2, 3,

4 and 5 are Residents of Bankimnagar, Ward No. 41, P.O. Sevoke Road, P.S. Bhaktinagar, Pin Code-734001, District Jalpaiguri, in the State of West Bengal - hereinafter **JOINTLY AND COLLECTIVELY** referred to and called as the **“VENDORS / SECOND PARTY”**(which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her/their heirs, executors, administrators, successors-in-interest and permitted an assigns) of the **SECOND PART.**

AND

BERLIA DEVELOPERS, a Partnership Firm, (PAN : AAXFB3168M), having its Office at Berlia Complex, 2nd Mile, Sevoke Road, P.O. Sevoke Road, P.S. Bhaktinagar, Pin Code-734001, District Jalpaiguri, West Bengal, Represented by one of its **PARTNER, SRI DEEPAK BERLIA ALIAS DEEPAK KUMAR BERLIA**, son of Sri Sushil Kumar Berlia, Hindu by Religion, Indian by Nationality, Business by Occupation, Resident of Bankimnagar, Ward No. 41, P.O. Sevoke Road, P.S. Bhaktinagar, Pin Code-734001, District Jalpaiguri, West Bengal - hereinafter referred to and called as the **“PROMOTER / DEVELOPER / CONFIRMING PARTY / THIRD PARTY”**(which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its partners, executors, administrators, successors-in-interest and permitted an assigns) of the **THIRD PART.**

The Allottee/s, Vendors and Promoter shall hereinafter collectively be referred to as the “Parties” and individually as a “Party”.

WHEREAS:

A. The Vendors are the absolute and lawful owners of **LAND** in **TOTAL MEASURING 2.4119 ACRE**, situated within **MOUZA DABGRAM**, out of which land measuring about **0.6234 Acre** appertains to and forms part of **R.S. Plot No. 478** corresponding to **L.R. Plot Nos. 45, 48 and 49**, Recorded in **R.S. Khatian No. 623, L.R. Khatian Nos. 66 and 102**, land measuring about **0.9861 Acre** appertains to and forms part of **R.S. Plot No. 471** corresponding **L.R. Plot No. 71**, Recorded in **R.S. Khatian No. 151/1, L.R. Khatian Nos. 71, 69, 70 and ~~68~~**, land measuring about **0.8024 Acre** appertains to and forms part of **R.S. Plot No. 472** corresponding to **L.R. Plot No. 71**, Recorded in **R.S. Khatian No. 622, L.R. Khatian Nos. 71, 69, 70** and

68, all under **R.S. Sheet No. 8** corresponding to **L.R. Sheet No. 36**, JL. No. 2, Pargana Baikunthapur, within the jurisdiction of **Ward No. 41** of Siliguri Municipal Corporation, Police Station Bhaktinagar, District Jalpaiguri, in the State of West Bengal (“Said Land”).

B. I. WHEREAS the **VENDOR No. 1 –MANJUSHREE TEA AND INDIA PRIVATE LIMITED** is the owner of all that pieces or parcels of **Land in Total Measuring about 0.6234 Acre** by virtue of purchase vide the following registered Deeds of Conveyance: -

1. Dated 06.08.2012, being Document No. I-3163 for the year 2012, registered in the office of District Sub-Registrar, Jalpaiguri executed by Smt. Ira Roy, wife of Sri Kiran Chandra Roy having permanent heritable and transferable right, title and interest therein, free from all encumbrances and charges whatsoever.
2. Dated 16.08.2012, being Document No. I-3159 for the year 2012, registered in the office of District Sub-Registrar, Jalpaiguri executed by Smt. Ira Roy, wife of Sri Kiran Chandra Roy having permanent heritable and transferable right, title and interest therein, free from all encumbrances and charges whatsoever.
3. Dated 18.04.2001, being Document No. I-1337 for the year 2001, registered in the office of Sub-Registrar Rajganj, District Jalpaiguri executed by Sri Ramendra Chandra Dey Sarkar, son of Late Ramesh Chandra Dey Sarkar having permanent heritable and transferable right, title and interest therein, free from all encumbrances and charges whatsoever.
4. Dated 17.04.2001, being Document No. I-1340 for the year 2001, registered in the office of Sub-Registrar Rajganj, District Jalpaiguri executed by Sri Ramendra Chandra Dey Sarkar, son of Late Ramesh Chandra Dey Sarkar having permanent heritable and transferable right, title and interest therein, free from all encumbrances and charges whatsoever.
5. Dated 19.04.2001, being Document No. I-1342 for the year 2001, registered in the office of Sub-Registrar Rajganj, District Jalpaiguri executed by Sri Ramendra Chandra Dey Sarkar, son of Late Ramesh Chandra Dey Sarkar having permanent heritable and transferable right, title and interest therein, free from all encumbrances and charges whatsoever.
6. Dated 17.04.2001, being Document No. I-1345 for the year 2001, registered in the office of Sub-Registrar Rajganj, District Jalpaiguri executed by Sri Ramendra

Chandra Dey Sarkar, son of Late Ramesh Chandra Dey Sarkar having permanent heritable and transferable right, title and interest therein, free from all encumbrances and charges whatsoever.

7. Dated 16.04.2001, being Document No. I-1348 for the year 2001, registered in the office of Sub-Registrar Rajganj, District Jalpaiguri executed by Sri Ramendra Chandra Dey Sarkar, son of Late Ramesh Chandra Dey Sarkar having permanent heritable and transferable right, title and interest therein, free from all encumbrances and charges whatsoever.

II. WHEREAS the VENDOR No. 2 –SMT. MANJU DEVI BERLIA is the owner of all that pieces or parcels of **Land in Total Measuring about 2.3486 Acre** by virtue of purchase vide the following registered Deeds of Conveyance.

(1) dated 03.04.1980, being Document No. I-1960 for the year 1980 registered in the Office of the **District SubRegistrar Jalpaiguri**, (2) dated 16.07.1986, being Document No. I-4818 for the year 1986 registered in the office of the District SubRegistrar, Jalpaiguri and (3) dated .25.01.1980, being Document No. I-329 for the year 1980 registered in the Office of the **District SubRegistrar Jalpaiguri**, all executed by Sri Madan Lal Agarwala, son of Late Lalchand Agarwala, having permanent heritable and transferable right, title and interest therein, free from all encumbrances and charges whatsoever.

III. WHEREAS the VENDOR No. 3 –SRI HARSH BERLIA @ HARSH KUMAR BERLIA is the owner of all that piece or parcel of **Land in Total Measuring about 1.84 Acre** by virtue of a registered Deed of Conveyance dated 30.08.1985, being Document No. I-4221 for the year 1985 registered in the Office of Sadar Joint SubRegistrar, Jalpaiguri executed by Sri Madan Lal Agarwala, son of Late Lalchand Agarwala and by virtue of a **WILL** of Late Madanlal Agarwala, son of Late Lalchand Agarwala, duly probated, having permanent heritable and transferable right, title and interest therein, free from all encumbrances and charges whatsoever.

IV. WHEREAS the VENDOR No. 4 –SRI DEEPAK BERLIAALIASDEEPAK KUMAR BERLIA is the owner of all that piece or parcel of **Land in Total Measuring about 1.84 Acre** by virtue of a registered Deed of Conveyance dated 30.08.1985, being Document No. I-4221 for the year 1985 registered in the office of Sadar Joint Sub Registrar, Jalpaiguri executed by Sri Madan Lal Agarwala, son of

Late Lalchand Agarwala and by virtue of a **WILL** of Late Madanlal Agarwala, son of Late Lalchand Agarwala, duly probated, having permanent heritable and transferable right, title and interest therein, free from all encumbrances and charges whatsoever.

V. WHEREAS the **VENDOR No. 4 –SRI GAURAV BERLIA(AGARWAL)** is the owner of all that piece or parcel of **Land in Total Measuring about 1.84 Acre** by virtue of a registered Deed of Conveyance dated 16.07.1986, being Document No.I-4817 for the year 1986 registered in the office of the District SubRegistrar Jalpaiguri, executed by Sri Madan Lal Agarwala, son of Late Lalchand Agarwala and by virtue of a **WILL** of Late Madanlal Agarwala, son of Late Lalchand Agarwala, duly probated, having permanent heritable and transferable right, title and interest therein, free from all encumbrances and charges whatsoever.

AND WHEREAS in this manner the abovenamed: -

- (1) MANJUSHREE TEA AND INDIA PRIVATE LIMITED;**
- (2) SMT. MANJU DEVI BERLIA;**
- (3) SRI HARSH BERLIA @ HARSH KUMAR BERLIA;**
- (4) SRI DEEPAK BERLIA @ DEEPAK KUMAR BERLIA**and;
- (5) SRI GAURAV BERLIA @ GAURAV KUMAR BERLIA;**

(The **VENDORS** herein) became the absolute owners of their aforesaid respectively and ever since then the Vendors are in exclusive and peaceful possession of the aforesaid land respectively without any act of hindrance or obstruction from anybody having permanent heritable, transferable and marketable right, title and interest therein.

AND WHEREAS the names of the **VENDOR** have been mutated and recorded their respective aforesaid land in the concerned B.L.&L.RO. Rajganj and separate L.R. Khatians were framed in their respective names under the provisions of West Bengal Land Reforms Act, 1955 i.e.;

- (i) Being **L.R. Khatian Nos. 66 and 102** in the name of **Manjushree Tea and India Private Limited** - the **VENDOR No. 1** herein;
- (ii) Being **L.R. Khatian No. 71 and 112** in the name of **Smt. Manju Devi Berlia** - the **VENDOR No. 2** herein;

- (iii) Being **L.R. Khatian No. 69** in the name of **Sri Harsh Berlia @ Harsh Kumar Berlia** - the **VENDOR No. 3** herein;
- (iv) Being **L.R. Khatian No. 70** in the name of **Sri Deepak Berlia @ Deepak Kumar Berlia** - the **VENDOR No. 4** hereinand;
- (v) Being **L.R. Khatian Nos. 68 and 113** in the name of **Sri Gaurav Berlia @Gaurav Kumar Berlia**- the **VENDOR No. 5** herein.

AND WHEREAS the abovenamed **VENDOR No.1, VENDOR No. 2, the VENDOR No. 3, VENDOR No. 4 and VENDOR No. 5** herein out of their aforesaid land thereafter have amalgamated their respective plots of land being;

- (i) land measuring about 0.6234 Acre of the Vendor No. 1;
- (ii) land measuring about 1.00 Acre of the Vendor No. 2;
- (iii) land measuring about 0.3461 Acre of the Vendor No. 3;
- (iv) land measuring about 0.3461 Acre of the Vendor No. 4 and;
- (v) land measuring about 0.0963 Acre of the Vendor No. 5;

IN TOTAL MEASURING 2.4119 ACRE more particularly described in the **PART I** of **SCHEDULE "A"** below ("Said Land") for the better utilization and development and to give better shape to the said Residential Complex, which is to comprise of building/s to be constructed thereon and to get the maximum utility from the same under a common building plan for their mutual common benefits, making a compact plot of land having a common boundary.

AND WHEREAS the **VENDOR No.1, VENDOR No. 2, the VENDOR No. 3, VENDOR No. 4 and VENDOR No. 5** herein along with another have entered into a Partnership under the name and style of "**BERLIA DEVELOPERS**" (the **DEVELOPER** herein) being the Partnership Firm and the said Firm also being the Promoter/Developer/Confirming Party of these presents to build/carry out the construction work of the building/project. The **VENDOR No.1, VENDOR No. 2, the VENDOR No. 3, VENDOR No. 4 and VENDOR No. 5** herein have also contributed their respective Part I of Schedule "A" land into the said Partnership Firm to develop the said Complex. The Vendors have also contributed their land measuring about 0.5488 Acre being 33'-66" wide Internal Road/Passage connecting the Main Sevoke Road and the said Complex/Berlia Complex and areas falling adjacent and nearby the said Ambbience-I, for ingress and egress only.

AND WHEREAS the Vendors/Promoter being desirous of constructing Residential Multistoried Building/s Complex over and upon the said piece or parcel of land, which are contiguous situated side by side, which is more particularly described in Part I of Schedule-“A” given hereunder and for such purpose a building plan was duly sanctioned and approved by the Siliguri Municipal Corporation being **Plan No. 0109146207900042 dated 02.10.2020** for **G + XI STORIED RESIDENTIAL BUILDING** on and upon the said land of the Vendors which is free from all encumbrances and charges whatsoever.

AND WHEREAS to distinguish the proposed Residential Complex and with a view to assign a unique identity to the said building complex, the Vendors/Promoter herein have jointly decided to name the said Residential Complex as “**AMBBIENCE-I**”. It is stated that the name of the Residential Complex will always remain unchanged.

AND WHEREAS the said complex named “**AMBBIENCE-I**” comprises of **FOUR TOWERS**, being **TOWER - 1, TOWER - 2, TOWER - 3** and **TOWER – 4**. Each Tower comprises of several flats/parkings/units/constructed spaces.

C. The said land is earmarked for the purpose of building a residential purpose project comprising multistoried building complex and the said project shall be known as “**AMBBIENCE-I**”;

D. The Vendors/Promoter are fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Vendors/Promoter regarding the said land on which Project is to be constructed have been completed;

E. The Siliguri Municipal Corporation has granted the commencement certificate to develop the Project vide **Memo No. 2154/SMC/Bldg/20-21 dated 27.03.21** for G + XI Storied Residential Building;

F. The Vendors/Promoter has obtained the final layout plan, sanctioned plan, specifications and approvals for the Project and also for the building complex from Siliguri Jalpaiguri Development Authority/ Siliguri Municipal Corporation. The Vendors/Promoter 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;

G. The Vendors/Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at _____ No. _____;

H. The Allottee/s had applied for an apartment in the Project vide Application No. _____ dated _____ and has been allotted **Apartment No.** _____ having **Carpet Area of** _____ **Square Feet** at _____ **Floor of Tower No.** _____ in **Ambbience-I** of as permissible under the applicable law **along** with ___ Garage/Closed Parking Nno. ___ admeasuring _____ Square Feet in the [Please insert the location of the garage/closed parking], as permissible under the applicable law and of pro rata 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 Part II of Schedule A and the floor plan of the apartment is annexed hereto and marked as Schedule B);

I. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;

J. [Please enter any additional disclosures/details]

K. The Parties hereby confirm that they are signing this Agreement with full knowledge of all laws, rules, regulations, notifications, etc., applicable to the Project;

L. The Parties, relying on the confirmations, representations and assurances of each other to faithfully 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;

M. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the Apartment and the garage/closed parking (if applicable) as specified in paragraph above;

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 Vendors/Promoter agree to sell to the Allottee/s and the Allottee/s hereby agree to purchase, the Apartment as specified in paragraph H;

The Total Price for the Apartment based on the carpet area is Rs. _____ (Rupees _____) only ("**Total Price**") (Give break up and description):

Building Ambience-I	Rate of Apartment per square feet*
Tower No. _____	
Apartment No. _____	
Type _____	
Floor _____	

*Provide break up of the amounts such as cost of apartment, proportionate cost of common areas, preferential allocation charges, taxes etc.

[AND][if/as applicable]

Garage/Closed parking-1	Price for 1
Garage/Closed parking-2	Price for 2

Explanation:

(i) The Total Price above includes the booking amount paid by the Allottee/s to the Vendors/Promoter towards the Apartment;

(ii) The Total Price above includes Taxes (consisting of tax paid or payable by the Vendors/Promoter 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) up to the date of handing over the possession of the Apartment;

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

(iii) The Vendors/Promoter shall periodically intimate to the Allottee/s, the amount payable as stated in (i) above and the Allottee/s shall make payment within 30 (thirty) days from the date of such written intimation. In addition, the Vendors/Promoter shall provide to the Allottee/s 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 includes: 1) prorata share in the Common Areas; and 2) ___garage(s)/closed parking(s) as provided in the Agreement.

The Total Price is escalation-free, save and except increases which the Allottee/s 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 Vendors/Promoter undertakes and agrees that while raising a demand on the Allottee/s for increase in development charges, cost/charges imposed by the competent authorities, the Vendors/Promoter shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee/s, which shall only be applicable on subsequent payments.

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

The Vendors/Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee/s 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/s by the Vendors/Promoter.

It is agreed that the Vendors/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 therein in respect of the apartment, plot or building, as the case may be, without the previous written consent of the Allottee/s. Provided that the Vendors/Promoter may make such minor additions or alterations as may be required by the Allottee/s, or such minor changes or alterations as per the provisions of the Act.

The Vendors/Promoter shall confirm the final carpet area that has been allotted to the Allottee/s 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 any reduction in the carpet area within the defined limit then the Vendors/Promoter shall refund the excess money paid by Allottee/s within forty-five days with annual interest at the rates specified in the Rules, from the date when such an excess amount was paid by the Allottee/s. If there is any increase in the carpet area allotted to Allottee/s, the Vendors/Promoter shall demand that from the Allottee/s 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 Vendors/Promoter agrees and acknowledges, the Allottee/s shall have the right to the Apartment as mentioned below:

(i) The Allottee/s shall have exclusive ownership of the Apartment;

(ii) The Allottee/s shall also have undivided proportionate share in the Common Areas. Since the share / interest of Allottee/s in the Common Areas is undivided and cannot be divided or separated, the Allottee/s 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/s 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 Vendors/Promoter shall convey undivided proportionate title in the common areas to the association of Allottee/s as provided in the Act;

(iii) That the computation of the price of the Apartment includes recovery of price of land, construction of [not only the Apartment but also] 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 Vendors/Promoter and the Allottee/s agree that the Apartment **along with garage/closed parking** shall be treated as a single indivisible unit for all purposes. _____

The Vendors/Promoter agrees to pay all outgoing before transferring the physical possession of the apartment to the Allottee/s, which it has collected from the Allottee/s, 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 Vendors/Promoter fails to pay all or any of the outgoing collected by it from the Allottee/s or any liability, mortgage loan and interest thereon before transferring the apartment to the Allottee/s, the Vendors/Promoter 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/s has paid a sum of **Rs.**

_____, **(Rupees)** _____

Only as booking amount being part payment towards the Total Price of the Apartment at the time of application the receipt of which the Vendors/Promoter hereby acknowledges and the Allottee/s hereby agrees to pay the remaining price of the Apartment as prescribed in the Payment Plan as may be demanded by the Vendors/Promoter within the time and in the manner specified therein:

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

2. MODE OF PAYMENT

Subject to the terms of the Agreement and the Vendors/Promoter abiding by the construction milestones, the Allottee/s shall make all payments, on demand by the Vendors/Promoter, within the stipulated time as mentioned in the Payment Plan through A/c Payee cheque/demand draft or online payment (as applicable) in favour of **“Berli a Developers” payable at Siliguri.**

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES

The Allottee/s, 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 Vendors/Promoter with such permission, approvals which would enable the Vendors/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 statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee/s understands and agrees that in the event of any failure on his/her part to comply with the applicable guideline 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 Vendors/Promoter accepts no responsibility in this regard. The Allottee/s shall keep the Vendors/Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee/s subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee/s to intimate the same in writing to the Vendors/Promoter immediately and comply with necessary formalities if any under the applicable laws. The Vendors/Promoter shall not be responsible towards any third party making payment/remittances on behalf of any Allottee/s 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 Vendors/Promoter shall be issuing the payment receipts in favour of the Allottee/s only.

4. ADJUSTMENT/ APPROPRIATION OF PAYMENTS

The Allottee/s authorizes the Vendors/Promoter 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 Vendors/Promoter may in its sole discretion deem fit and

the Allottee/s undertakes not to object/demand/direct the Vendors/Promoter to adjust this payments in any manner.

5. TIME IS ESSENCE

Time is of essence for the Vendors/Promoter as well as the Allottee/s. The Vendors/Promoter shall abide by the time schedule for completing the project and handing over the Apartment to the Allottee/s and the common area to the association of the Allottee/s after receiving the **occupancy certificate or the completion certificate** or both, as the case may be. Similarly, the Allottee/s 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 Vendors/Promoter as provided in Schedule C ("Payment Plan").

6. CONSTRUCTION OF THE PROJECT/APARTMENT

The Allottee/s has seen the specifications of the Apartment 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 Vendors/Promoter. The Vendors/Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications. Subject to the terms in this Agreement, the Vendors/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 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 Vendors/Promoter shall constitute a material breach of the Agreement.

7. POSSESSION OF THE APARTMENT

7.1 Schedule for possession of the said Apartment: The Vendors/Promoter agrees and understands that timely delivery of possession of the Apartment is the essence of the Agreement. The Promoter, based on the approved plans and specifications, assures to hand over possession of the Apartment on March, 2025,

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/s agrees that the Vendors/Promoter shall be entitled to the extension of time for delivery of possession of the Apartment, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee/s agrees and confirms that, in the event it becomes impossible for the Vendors/Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Vendors/Promoter shall refund to the Allottee/s the entire amount received by the Vendors/Promoter from the allotment within 45 days from that date. After refund of the money paid by the Allottee/s, Allottee/s agrees that he/she shall not have any rights, claims etc. against the Vendors/Promoter and that the Vendors/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, to the Allottee/s in terms of this Agreement to be taken within 3 (three) months from the date of issue of such notice and the Vendors/Promoter shall give possession of the Apartment to the Allottee/s. The Vendors/Promoter agrees and undertakes to indemnify the Allottee/s in case of failure or fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee/s agree(s) to pay the maintenance charges as determined by the Promoter/association of Allottee/s, as the case may be. The Vendors/Promoter on its behalf shall offer the possession to the Allottee/s in writing within ___ days of receiving the **occupancy** certificate of the Project.

7.3 Failure of Allottee/s to take Possession of Apartment: Upon receiving a written intimation from the Vendors/Promoter as per clause 7.2, the Allottee/s shall take possession of the Apartment from the Vendors/Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in his Agreement, and the Vendors/Promoter shall give possession of the Apartment to the Allottee/s. In case the Allottee/s fail to take possession within the time provided in clause 7.2, such Allottee/s shall continue to be liable to pay maintenance charges as applicable.

7.4 Possession by the Allottee/s – After obtaining the **occupancy** certificate and handing over physical possession of the Apartment to the Allottee/s, it shall be the responsibility of the Vendors/Promoter to hand over the necessary documents and plans, including common areas, to the association of the Allottee/s or the competent authority, as the case may be, as per the local laws.

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

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

7.6 Compensation–

The Vendors/Promoter shall compensate the Allottee/s in case of any loss caused to him/her 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 Vendors/Promoter fails to complete or is unable to give possession of the Apartment (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 Vendors/Promoter shall be liable, on demand to the Allottee/s, in case the Allottee/s 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, 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/s does not intend to withdraw from the Project, the Vendors/Promoter shall pay the Allottee/s interest at the rate specified in the Rules for every month of delay, till the handing over of the possession of the Apartment.

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

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

(i) The Vendors 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;

(ii) The Vendors/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 with respect to the said Land, Project or the Apartment;

(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 Vendors/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 and common areas;

(vi) The Vendors/Promoter has the right to enter into this Agreement and have not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee/s created herein, may prejudicially be affected;

(vii) The Vendors/Promoter have 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 which will, in any manner, affect the rights of Allottee/s under this Agreement;

(viii) The Vendors/Promoter confirms that the Vendors/Promoter is not restricted in any manner whatsoever from selling the said Apartment to the Allottee/s in the manner contemplated in this Agreement;

(ix) At the time of execution of the Conveyance Deed the Vendors/Promoter shall handover lawful, vacant, peaceful, physical possession of the Apartment to the Allottee/s and the common areas to the Association of the Allottee/s;

(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 Vendors/Promoter have 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 Vendors/Promoter 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 Vendors/Promoter shall be considered under a condition of Default, in the following events:

(i) Vendors/Promoter fails to provide ready to move in possession of the Apartment to the Allottee/s within the time period specified. For the purpose of this clause, 'ready to move in possession' shall mean that the apartments shall be in a habitable condition which is complete in all respects;

(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.

In case of Default by Vendors/Promoter under the conditions listed above, Allottee/s entitled to the following:-

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

(ii) The Allottee/s shall have the option of terminating the Agreement in which case the Vendors/Promoter shall be liable to refund the entire money paid by the Allottee/s under any head whatsoever towards the purch

ase of the apartment, along with interest at the rates specified in the Rules within forty-five days of receiving the termination notice:

Provided that where an Allottee/s does not intend to withdraw from the project or terminate the Agreement, he/she shall be paid, by the Promoter, interest at the rate specified in the Rules, for every month of delay till the handing over of the possession of the Apartment.

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

(i) In case the Allottee/s fails to make payments for _____ consecutive demands made by the Vendors/Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard the Allottee/s shall be liable to pay interest to the Vendors/Promoter on the unpaid amount at the rates specified in the Rules.

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

10. CONVEYANCE OF THE SAID APARTMENT

The Vendors/Promoter, on receipt of complete amount of the Price of the Apartment under the Agreement from the Allottee/s, shall execute a Conveyance Deed and convey the title of the Apartment together with proportionate indivisible share in the Common Areas within 3 (three) months from the issuance of the **occupancy** certificate. However, in case the Allottee/s 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/s authorizes the Vendors/Promoter 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 Vendors/Promoter is made by the Allottee/s. The Allottee/s 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).

11. MAINTENANCE OF THE SAID BUILDING/APARTMENT/PROJECT

The Vendors/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 the Allottee/s. The cost of such maintenance has been included in the Total Price of the Apartment.

~~Insert any other clauses in relation to maintenance of project, infrastructure and equipment~~

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 Vendors/Promoter as per the agreement for sale relating to such development is brought to the notice of the Vendors/Promoter within a period of 5 (five) years by the Allottee/s from the date of handing over possession, it shall be the duty of the Promoter

to rectify such defects without further charge, within 30 (thirty) days, and in the event of Vendors/Promoter's failure to rectify such defects within such time, the aggrieved Allottee/s shall be entitled to receive appropriate compensation in the manner as provided under the Act. It is clarified that the above said responsibility of the Promoter shall not cover defects, damage or malfunction resulting from (i) misuse (ii) unauthorised modifications or repairs done by the Assignee or its nominee/agent (iii) case of force majeure (iv) failure to maintain the amenities/equipment (v) accident and (vi) negligent use.

13. RIGHT OF ALLOTTEE/S TO USE COMMON AREAS AND FACILITIES SUBJECT TO PAYMENT OF TOTAL MAINTENANCE CHARGES

The Allottee/s hereby agrees to purchase the Apartment on the specific understanding that is/her right to the use of Common Areas shall be subject to timely payment of total maintenance charges, as determined and thereafter billed by the maintenance agency appointed or the association of Allottee/s (or the maintenance agency appointed by it) and performance by the Allottee/s of all his/her obligations in respect of the terms and conditions specified by the maintenance agency or the association of Allottee/s from time to time.

14. RIGHT TO ENTER THE APARTMENT FOR REPAIRS

The Vendors/Promoter/maintenance agency/association of Allottee/s shall have rights of unrestricted access of all Common Areas, garages/closed parking's and parking spaces for providing necessary maintenance services and the Allottee/s agrees to permit the association of Allottee/s and/or maintenance agency to enter into the Apartment or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

15. USAGE

Use of Basement and Service Areas: The basement(s) and service areas, if any, as located within the Ambience-I, shall be earmarked for purposes electric sub-station, transformer, 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/s shall not be permitted to use the service 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 Allottee/s formed by the Allottee/s for rendering maintenance services.

16. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT: Subject to Clause 12 above, the Allottee/s shall, after taking possession, be solely responsible to maintain the Apartment at his/her own cost, in good repair and condition and shall not do anything in or to the Building, or the Apartment, 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 and keep the Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized. The Allottee/s further undertakes,

assures and guarantees that he/she would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face / facade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottee/s 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/s shall not store any hazardous or combustible goods in the Apartment or place any heavy material in the common passages or staircase of the Building. The Allottee/s shall also not remove any wall, including the outer and load bearing wall of the Apartment. The Allottee/s shall plan and distribute its electrical load in conformity with the electrical systems installed by the Vendors/Promoter and thereafter the association of Allottee/s and/or maintenance agency appointed by association of Allottee/s. The Allottee/s shall be responsible for any loss or damage arising out of breach of any of the aforesaid conditions.

17. COMPLIANCE OF LAWS, NOTIFICATION ETC. BY ALLOTTEE/S

The Allottee/s is entering into this Agreement for the allotment of a Apartment with the full knowledge of all laws, rules, regulations, notifications applicable to the Project in general and this project in particular. That the Allottee/s hereby undertakes that he/she shall comply with and carry out, from time to time after he/she has taken over for occupation and use the said Apartment, all the requirements, requisitions, demands and repairs which are required by any competent Authority in respect of the Apartment at his/her own cost.

18. ADDITIONAL CONSTRUCTIONS

The Vendors/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 has been approved by the competent authority(ies) except for as provided in the Act.

19. VENDORS/PROMOTER SHALL NOT MORTGAGE OR CREATE CHARGE

After the Vendors/Promoter executes this Agreement they shall not mortgage or create a charge on the [Apartment/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/s who has taken or agreed to take such Apartment.

20. APARTMENT OWNERSHIP ACT

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

21. BINDING EFFECT

Forwarding this Agreement to the Allottee/s by the Vendors/Promoter does not create a binding obligation on the part of the Vendors/Promoter or the Allottee/s until, firstly, the Allottee/s 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/s and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Vendors/Promoter. If the Allottee/s(s) fails to execute and deliver to the Vendors/Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee/s and/or appear before the Registrar/Sub-Registrar/ registrar of Assurance for its registration as and when intimated by the Vendors/Promoter, then the Vendors/Promoter shall serve a notice to the Allottee/s for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottee/s, application of the Allottee/s shall be treated as cancelled and all sums deposited by the Allottee/s in connection therewith including the booking amount shall be returned to the Allottee/s without any interest or compensation whatsoever.

22. 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, all omissions, letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said apartment/building, as the case may be.

23. RIGHT TO AMEND

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

24. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE/S/SUBSEQUENT ALLOTTEE/S

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/s of the Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.

25. WAIVER NOT A LIMITATION TO ENFORCE

The Vendors/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/s 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/s that exercise of discretion by the Vendors/Promoter in the case of one Allottee/s shall not be construed to be a precedent and/or binding on the Vendors/Promoter to exercise such discretion in the case of other Allottee/s.

Failure on the part of the Vendors/Promoter 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.

26. 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.

27. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT

Wherever in this Agreement it is stipulated that the Allottee/s 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 bears to the total carpet area of all the [Apartments/Plots] in the Project.

28. FURTHER ASSURANCES

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in addition 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.

29. PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by the Vendors/Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Vendors/Promoter and the Allottee/s, in **Siliguri** after the Agreement is duly executed by the Allottee/s and the Vendors/Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at **Siliguri**.

30. NOTICES

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

(ALLOTTEE/S)

(VENDORS)

1. MANJUSHREE TEA AND INDIA PRIVATE LIMITED

2nd Mile, Sevoke Road, P.O. Sevoke Road, P.S. Bhaktinagar, Pin Code-734001, District Jalpaiguri, West Bengal;

2. SMT. MANJU DEVI BERLIA,

3. SRI HARSH BERLIA ALIAS HARSH KUMAR BERLIA,

4. SRI DEEPAK BERLIA ALIAS DEEPAK KUMAR BERLIA,

5. SRI GAURAV BERLIA,

(No. 2, 3, 4 and 5) Bankimnagar, Ward No. 41, P.O. Sevoke Road, P.S. Bhaktinagar, Pin Code-734001, District Jalpaiguri, West Bengal.

(PROMOTER/ DEVELOPER)

BERLIA DEVELOPERS

Berlia Complex, 2nd Mile, Sevoke Road, P.O. Sevoke Road, P.S. - Bhaktinagar, Pin Code-734001, District Jalpaiguri, West Bengal.

It shall be the duty of the Allottee/s and the Vendors/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 Vendors/Promoter or the Allottee/s, as the case may be.

31. JOINTALLOTTEE/S

That in case there are Joint Allottee/s all communications shall be sent by the Vendors/Promoter to the Allottee/s 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/s.

32. GOVERNING LAW

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the 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 through the Adjudicating Officer appointed under the Act. **The place of arbitration shall be Siliguri only.**

[Any other terms and conditions as per the contractual understanding between the parties, however, please ensure that such additional terms and conditions are not in derogation of or inconsistent with the terms and conditions set out above or the Act and the Rules and Regulations made there under.]

34. STAMP DUTY AND REGISTRATION CHARGES

The charges towards Stamp Duty and Registration fees of Part II Schedule "A" Property shall be borne by the Allottee/s.

35. FACILITY MANAGEMENT COMPANY / AGENCY

(i) By executing this Agreement, the Allottee/s agree/s and consent/s to the appointment by the Vendors/Promoter of any agency, firm, corporate body, organization or any other person (**Facility Management Company/Agency**) to manage, upkeep and maintain the Unit in the Project together with the Building/s/Structure/s, and the Land, sewerage treatment plant, garbage, disposal system and such other facilities, that the Vendors/Promoter may require to install, operate and maintain common areas, amenities, common facilities, parking areas and open spaces. The Facility Management Company shall also be entitled, to collect the outgoings, provisional charges, taxes, levies and other amounts in respect of the Project (including the Allottee/s' proportionate share of the outgoings). It is hereby

clearly clarified, agreed and understood that the Facility Management Company shall also be entitled to exercise its rights for collecting the charges and expenses mentioned herein, even after formation of the association/ apex body / apex bodies. The Allottee/s hereby grants his/her/their/its consent confirming such agreement/contract/arrangement that the Vendors/Promoter have or may have to enter into with the Facility Management Company. It is hereby clarified and the Allottee/s agrees and authorizes the Vendors/Promoter to appoint the first Facility Management Company in the Project and post formation of the society / association / apex body, as the case may be, the Vendors/Promoter will novate the facility management agreement (“FM Agreement”) in favour of the society / association / apex body, as the case may be and post expiry of the tenure of the FM Agreement, it shall have the option to either continue with the Facility Management Company appointed by the Vendors/Promoter or appoint a new facility management company as it may deem fit. It is further expressly understood that the Vendors/Promoter shall not in any manner be accountable, liable or responsible to any person including the Allottee/s and/or association / apex body / apex bodies for any act, deed, matter or thing committed or omitted to be done by the Facility Management Company in the due course of such maintenance, management and control of the Project and/or common areas, amenities and facilities thereto.

(ii) The Allottee/s agree(s) to pay the necessary fees as may be determined by the Vendors/Promoter/Facility Management Company.

(iii) The Allottee/s further agree(s) and undertake(s) to be bound from time to time to sign and execute all papers, documents, deeds and/or other writings as required, at the sole discretion of the Vendors/Promoter/Facility Management Company, for the purposes of framing rules for management of the Building/s/Structure/s and use of the Apartment by the Allottee/s for ensuring safety and safeguarding the interest of the Vendors/Promoter /Facility Management Company and other Allottee/s in the Building/s and the Allottee/s also agree(s) and confirm(s) not to raise any disputes/claims against the Vendors/Promoter/Facility Management Company and other Allottee/s in this regard.

36. MISCELLANEOUS

(i) ELECTRICITY: - That the Allottee/s will obtain his/her/their/its own independent electric connection from the W.B.S.E.D.C.L. and the connection charges, security deposit, as well as the electric consumption bill will be paid by the Allottee/s, the Vendors/Promoter shall have no responsibility or any liability in this respect. ~~Moreover, the Allottee/s shall also pay the proportionate charges to the Vendors/Promoter in case the Vendors/Promoter have applied for a transformer for the complex for their electric requirements.~~

(ii) INTERNAL ROAD/PASSAGE: - (a) That it is hereby clarified that there is an 33'-66" wide Internal Road/Passage comprising land measuring about 0.5488 Acre of the Vendors connecting the Main Sevoke Road and the said Complex/Berlia Complex and areas falling adjacent and nearby the said "AMBBIENCE-I", for ingress and egress only.

(b) That the Allottee/s shall use the 33'-66" wide Internal Road/Passage of the Vendors connecting the Main Road and the said building complex and area falling adjacent and nearby or within the said complex for ingress and egress only and shall have no claim, right, title, possession or any interest over and into the said Internal Road/Passage save and except right to ingress and egress only. Furthermore, the Allottee/s shall not object or obstruct or block the said Internal Road/Passage in any manner whatsoever. In case of any encroachments, the Vendors/Promoter or any authority designated / nominated / appointed by the Vendors/Promoter, acting as such at the relevant time, shall be entitled to remove such unauthorized act or nuisance by force and the concerned person/s causing such nuisance or unauthorized obstruction/blockade shall be legally bound to repay the entire cost and expenses including damages, if any, caused by such nuisance and its subsequent removal.

(iii) EXTENSION:- (a) That the Vendors/Promoter have made clear to the Allottee/s that they may carry out extensive developmental/ constructions activities/new projects or Phase II/Ambbience-II and Residential/Commercial Projects in future by taking the benefits of the said Internal Road/Passage of the Vendors in the entire area falling adjacent and nearby the Project "AMBBIENCE-I" or within the complex known as "BERLIA COMPLEX" and that the Allottee/s has/have confirmed/ assured that he/she/they/it shall not raise any objections ormake any claim due to such developmental/construction activities/residential/commercial or mixed or use of the said Internal Road/Passage in any manner whatsoever.

That the Allottee/s has/have been aware of such right of the Vendors/Promoter and have considered the same after obtaining independent advice and by joining in this indenture, expressly records his/her/their consent(s) to such further utilization of the total land/Berlia Complex by the Vendors/Promoter at the sole discretion of the Vendors/Promoter at any time in future without any need for further consent(s) of the Allottee/s.

(b) That the Vendors/Promoter in due course of time deems fit and proper to extend this said project or comes-up with new projects or Phase-II/Ambbience-II or Residential/Commercial Projects by developing the nearby or adjacent lands or within the complex known as Berlia Complex then the Allottees/habitants/ occupants of the Ambbience-I and said extended projects or the new projects shall not raise any objections or make any claims, on account of inconvenience, if any caused, which may be suffered by him/her/them/it due to such developmental/construction activities or incidental/related activities. Furthermore, the habitants / occupants / purchasers of such new projects or Phase-II/Ambbience-II/Residential/Commercial Projects also be entitled to use and enjoy the said Internal Road / Passage for ingress / egress without any objection or obstruction from the occupants of the existing projects and vice versa as may be.

(c) The Allottee/s hereby admits and accepts that the Vendors/Promoter and/or employees and/or agents and/or contractors of the Vendors/Promoter shall be entitled to use and utilize the common portions for movement of building materials and for other purposes. Furthermore, the Vendors/Promoter has further made clear to the Allottee/s that the Vendors/Promoter may cause or allow building plans for construction of new projects/Phase-II/Ambbience-II//Residential/Commercial Projects to be sanctioned by using or showing the internal road / passage, frontage or any other beneficial characteristics and the Allottee/s shall have no claim/objection in this regard. That the Vendors/Promoter, with the approval of the experts, have the right to do all acts, deeds and things and make all alterations and connections and to connect all existing utilities and facilities available at the said complex Ambbience-I viz. water, drainage, etc.as the Vendors/Promoter deems proper.

(d) That the Vendors/Promoter in due course of time deems fit and proper to extend this said project or comes-up with new projects or Phase II/ Ambbience-

II/Residential/Commercial Projects by developing the nearby or adjacent land or within the complex known as “Berlia Complex” then the Vendors/Promoter can use the additional/balance FAR of the AMBBIENCE-I Project in any manner whatsoever and the Allottee/s shall be deemed to have granted his/her/their consent thereto.

(e) That the habitants / occupants / purchasers of Ambbbience-I shall have the rights to enjoy all the common utilities and facilities of the new projects or Phase II/Ambbbience-II Project and similarly the habitants / occupants / purchasers of the new projects or Phase II/Ambbbience-II shall have the rights to enjoy all the common utilities and facilities of Ambbbience-I including open space, garden, internal roads, common passages, swimming pool, club, gym, community hall, etc. subject to charges as applicable.

(iv) CLUB HOUSE: -

a. That the Allottee/s of these presents by virtue of purchase of the said Apartment shall be deemed to have been the member of the said Club. It is further stated that Club House Membership shall only consist of members who are the habitant/s of the said Project/Ambbbience-I/Ambbbience-II.

b. That Club Membership will not create any right, title, interest over and above the said complex in anyway. It is stated that Club Membership shall strictly mean and is restricted to the Club Membership only.

c. That Club House shall also include chargeable amenities and facilities to which the occupants of these presents shall have no free access at all.

d. That the amenities such as Swimming Pool, Gym, Games Room, Yoga Room, are the property of the Club House only and shall always exclusively remain and form part of the Club House only. In no case such amenities shall be construed otherwise.

e. In case any annual or monthly maintenance is required for the smooth and regular functioning of the Club House, then the same shall be duly borne/paid by the Members of the Club House.

The Club House shall make its own rules and bye laws, for the smooth running, functioning of the said Club House and the occupants herein shall be guided and binded by all such rules and bye laws and shall not any raise any objection to the same. That in case of default in payments of Club expenses/fees/subscriptions etc., by any of its members, then the said member/s, shall not be allowed to avail/enjoy the services of the said Club House, till the payments of such outstanding/dues amounts.

~~(v) **TRANSFER:** - Only after (i) payment of minimum 50 (fifty) percent of the Total Consideration by the Allottee/s and (ii) a term of 1½ (one and a half) years (i.e., 18 months) has elapsed from the date of allotment whichever is later, the Allottee/s may transfer his rights, title and interest in the Apartment under this Agreement to any third person / entity after obtaining prior written consent of the Vendors/Promoter. Any such transfer by the Allottee/s shall be subject to the terms and conditions of this Agreement, relevant Laws, the Allottee/s submitting documentary proof as may be required by the Vendors/Promoter, payment of the monies due and payable by the Allottee/s under this Agreement and payment of applicable transfer/administrative fee of Rs...../ (Rupees Only) per square feet plus taxes as applicable on the carpet area of the Apartment to the Vendors/Promoter. Further, the Vendors/Promoter reserves the right to allow such transfer at their sole discretion.~~

(vi) RESTRICTIONS: - The Allottee/s agrees and undertakes that the Allottee/s shall not do or permit to be done, any of the following acts: -

a) Store /stock / bring into / keep in the said Apartment/Building Complex, any goods / material / fluid / chemical/ substance of explosive / hazardous / combustible / inflammable nature or any act which has effect of doing so which may cause risk of fire or which on account of their nature or particular characteristic, may cause damage to or endanger and/or expose to risk of such damage, to the structure or safety of the building/complex or neighboring property/buildings, and/or the assets of the other neighbours.

b) Not to damage, demolish or cause to be damaged or demolished the said Apartment/Building Complex or any part thereof or the fittings and fixtures thereto.

- c) Not to close or permit the closing of verandas or lounges or balconies and lobbies and common parts and also not to alter or permit any alteration in the elevation and outside color scheme of the exposed walls or the fences of external doors and windows including grills of the said Apartment/Building Complex, which in the opinion of the Vendors/Promoter and/or their nominee/s differs from their own color scheme.
- d) Not to obstruct the lobbies, entrance, stairways, pathways and keep them free for ingress and egress.
- e) Not to do any act or permit to be done any act or thing which may render void or make voidable any insurance in respect of the said Apartment/Building Complex or any part of the said building or caused increased premium payable in respect thereof of the said building or the complex, if insured.
- f) Not to use the said Apartment other than the Residential purpose.
- g) Not to encroach upon any portion of the land or building carved out by the Vendors/Promoter for the purpose of road, passage, landings, stairs or other community purposes and in the event of encroachments, the Vendors/Promoter or any Authority of the occupants of the building acting as such at the relevant time shall be entitled to remove such unauthorized act or nuisance by force and the Allottee/s shall be legally bound to repay the entire cost and expenses including damages if any will be caused by such nuisance and its subsequent removal.
- h) No sign board, notice or advertisement shall be inscribed or exposed on or at a window or other part of the building. No radio or television aerial shall be attached to or hung from the exterior of the building. Furthermore, the Allottee/s shall be entitled to fix Air Conditioning equipment in the Apartment without damaging the outer walls of the said complex. All equipment/ machines' parts of the Air Conditioning required to be fixed on outside wall must be fitted only in the places as marked and allotted and after consulting the Vendors/Promoter or the Apartment Owners' Association. The outdoor unit should not generate extra noise, it should be of silent type.

i) That the Allottee/s shall not park his/her/their vehicle on the pathways or common areas and open spaces of the building complex.

j) No Installation of Generator: That the use of personal generator of any kind and description of any capacity whatsoever which causes sound and air pollution will not be permitted in any of the Apartments save and except the battery operated inverter.

However, if the Allottee/s wants to avail the generator facility for the Apartment then he/she/they have to separately avail the said facility from the Vendors/Promoter subject to additional costs.

k) No bird or animal shall be kept or harbored in the common areas of the complex. In no event shall dogs and other pets be permitted on elevators or in any of the common portions of the said complex.

l) That the Allottee/s agrees and undertakes to co-operate with the Vendors/Promoter at all times, and shall from time to time, sign and execute all applications, papers, documents, maintenance agreement and all other relevant papers (if any), do all the acts, deeds and things as the Vendors/Promoter may require for the purposes of safeguarding the interest of the occupants of the said complex.

m) That the Allottee/s shall keep the said Apartment/Building Complex in a good state of preservation and cleanliness and shall not throw or permit to be thrown there from or from the doors, windows, terraces, balconies thereof any dirt or other substances anywhere in the complex or otherwise.

n) That the Allottee/s shall always observe the rules and regulations as framed by the Vendors/Promoter and/or the organization/agency/association/holding.

o) That the Allottee/s shall always abide and co-operate in the management and maintenance of the said building complex/project.

(vii) Stoppage of Use: If any sum due as maintenance or other charges, including the Damages and/ or the interest thereon is not paid within 60 (sixty) days from the due date of payment, till such time the entirety of the sum due and the interests thereon are

paid, the Apartment Acquirer concerned shall not use any of the utilities and facilities. In such event such an Acquirer will be deemed to have authorized the company to discontinue any or all these facilities and utilities.

Continued to next page

SCHEDULE "A"

PART I
(DESCRIPTION OF THE PROJECT LAND)

All that piece or parcel of **LAND** in **TOTAL MEASURING 2.4119 ACRE**, situated within **MOUZA DABGRAM**, out of which land measuring about **0.6234 Acre** appertains to and forms part of **R.S. Plot No. 478** corresponding to **L.R. Plot Nos. 45, 48 and 49**, Recorded in **R.S. Khatian No. 623, L.R. Khatian Nos. 66 and 102**, land measuring about **0.9861 Acre** appertains to and forms part of **R.S. Plot No. 471** corresponding to **L.R. Plot No. 71**, Recorded in **R.S. Khatian No. 151/1, L.R. Khatian Nos. 71, 69 and 70 and 68** and land measuring about **0.8024 Acre** appertains to and forms part of **R.S. Plot No. 472** corresponding to **L.R. Plot No. 71**, Recorded in **R.S. Khatian No. 622, L.R. Khatian Nos. 71, 69, 70 and 68**, all under **R.S. Sheet No. 8** corresponding to **L.R. Sheet No. 36, JL. No. 2**, Pargana Baikunthapur, within the jurisdiction of **Ward No. 41** of Siliguri Municipal Corporation, **Bankim-Nagar, 2nd Mile**, Police Station Bhaktinagar, District Jalpaiguri, in the State of West Bengal.

The said total land is bounded and butted as follows: -

On the North :-	Land of Mohit Paul and Others and part road;
On the South :-	Land of Teesta Barrage;
On the East :-	Land of Ujjal Sarkar and Others;
On the West :-	33'-66" wide Internal Road/Passage of the Vendors and Land of the Vendors.

Continued to next page

PART II

(DESCRIPTION OF THE APARTMENT/UNIT/FLAT)

ALL That ONE UNIT being a APARTMENT / RESIDENTIAL FLAT / UNIT BEING: -

PROJECT	“AMBIENCE-I”
FLAT NO.	“”
FLOOR	
TOWER NO.	
FLAT INCLUDING SERVANT QUARTER MEASURING RERA CARPET AREA (BUILT UP AREA) (SUPER BUILT UP AREA)	SQUARE FEET SQUARE FEET SQUARE FEET

TOGETHER with Right to Park Car in the Car Parking marked and demarcated and **TOGETHER** with undivided proportionate share in the land on which the said building complex stands more particularly described in **Part I of Schedule-“A”** given herein above Together with right to use all the common facilities as mentioned in **Schedule “E”** hereinafter written.

Continued to next page

SCHEDULE “B”

(FLOOR PLAN OF THE APARTMENT)

SCHEDULE "C"

(PAYMENT SCHEDULE AND MANNER OF PAYMENT)

The Allottee/s hereby agrees to pay to the Promoter the Total Price of Rs. _____ (Rupees _____ Only) ("Total Price") in the following manner and as per the following schedule/milestones: -

PARAMETERS	AMOUNT (Rs.)
A. Sales Consideration:	Rs.
B. Applicable Taxes (GST) @	Rs.
TOTAL PRICE (A+B)	Rs.

Sl.No.	Payment Events	Amount payable of total consideration
1	Booking and Agreement	10%
2	On Foundation	10%
3	On completion of 3rd floor casting	10%
4	On completion of 5th floor casting	10%
5	On completion of 7th floor casting	10%
6	On completion of 9th floor casting	10%
7	On completion of 11th floor casting	10%
8	After 3 months from last roof casting	10%
9	After 6 months from last roof casting	10%
10	At the time of Registration	10%

Provided that if the Allottee/s delays in payment towards any amount which is payable, he/she shall/will be liable to pay interest at the rate of 2 (two)% Per Month.

1. The Vendors/Promoter has the discretion to raise invoices for the milestones which has been completed / achieved irrespective of sequences of milestones.
2. In the event the Vendors/Promoter is able to complete the construction of the

Project before or within the abovementioned timeline, for the purpose of handover of possession, subject to the provisions of the applicable law and terms prescribed under this Agreement, the Vendors/Promoter shall intimate the same to the Allottee/s and call upon the same to take possession, on making payment of the balance consideration.

3. All payments to be made by the Allottee/s under this Agreement shall be by cheque/demand draft/pay order/wire transfer/online transfer/any other instrument drawn in favour of “**BERLIA DEVELOPERS**”.

4. For the purpose of remitting funds by the Allottee/s, the following are the particulars of the beneficiary:

Beneficiary's Name : **BERLIA DEVELOPERS**
Beneficiary's Account No. : **7352000100056401**
Bank Name : **KARNATAKA BANK LTD.**
Branch Name : **SILIGURI**
IFSC Code : **KARB0000735**

5. In case of any financing arrangement entered by the Allottee/s with any financial institution with respect to the purchase of the Apartment, the Allottee/s undertake/s to direct such financial institution to and shall ensure that such financial institution does disburse/pay all such installment of Total Consideration amounts due and payable to Promoter through an account payee cheque/demand draft drawn in favour of “**BERLIA DEVELOPERS**”.

6. If any of the payment cheques/banker's cheque or any other payment instructions of/by the Allottee/s is/are not honored for any reason whatsoever, then the same shall be treated as default under this agreement and the Vendors/Promoter may at its option be entitled to exercise the recourse available thereunder. Further, the Vendors/Promoter may, at its sole discretion, without prejudice to its other rights, charge a payment dishonor charge of Rs. 500/- (Rupees five hundred only) for dishonor of a particular payment instruction for first instance and for second instance the same would be Rs.1000/- (Rupees one thousand only) in addition to the Interest for delayed payment. Thereafter no cheque will be accepted and payments shall be

accepted through bank demand draft(s)/RTGS/NEFT only.

7. Further, at the express request of the Allottee/s, the Vendors/Promoter may at its sole discretion offer a rebate to the Allottee/s in case the Allottee/s desires to give early payments any time hereafter. It is hereby clarified that the foregoing rebate is subject to the Allottee/s complying with all its obligations under this Agreement including timely payment of the installments. The Allottee/s further understands and agrees that the Vendors/Promoter shall have the right to accept or reject such early payments on such terms and conditions as the Vendors/Promoter may deem fit and proper. The early payments received from the Allottee/s under this Clause shall be adjusted against the future milestone payment due and payable by the Allottee/s.

SCHEDULE "D"
(SPECIFICATIONS OF THE APARTMENT/UNIT)

SCHEDULE "E"
(COMMON EXPENSES)

1. All expenses for maintenance, operating, replacing, repairing, renovating, white washing, painting and repainting of the common portions and the common areas in the building including the outer walls of the building.

2. All expenses for running and operating all machineries, lifts, fire fighting equipments, other equipments and installations and licenses, renewal of licenses, generator, comprised in the common portions including water pumps, including the cost of repairing, renovating and replacing the same.

3. The periodical maintenance of the all common machinery, equipments and installations including water pumps, lifts, firefighting equipments and the renewal of their licence/s, etc.

4. The salaries, bonus and other emoluments and benefits of and all other expenses on the persons employed or to be employed for the common purposes such as manager, caretaker, supervisor, accountant, security guard, sweepers, plumbers, electricians and other maintenance staffs.

5. Cost of insurance premium for insuring the building and/or the common portions.

6. All charges and deposits for supplies of common utilities to the co-owners in common.

7. Cost of working and maintenance of sewage treatment plant and community center.

8. Cost of working and maintenance of gardens and internal roads.

9. Cost of pest control, telephone, conveyance, printing and stationery and any other miscellaneous expenses.

10. Cost of working and maintenance of Firefighting system and other utilities.

11. Municipal tax, water tax, and other levies in respect of the premises and the building save those separately assessed in respect of any unit or on the Purchaser/s.

12. Costs of formation and operation of the service organization including the office expenses incurred for maintaining the office thereof.

12. Electricity charges for the electrical energy consumed for the operation of the equipments and installations for the common services and lighting the common portions including system loss for providing electricity to each unit.

13. All litigation expenses incurred for the common purpose and relating to common use and enjoyment of the common portions.

14. All other expenses and/or outgoings as are incurred for the common purposes.

SCHEDULE "F"
COMMON FACILITIES

1. Automatic Elevator/s.

2. AC Community Hall with Kitchen

3. Club House.

4. Swimming Pool.

5. Gymnasium.

6. Children Play Area.

7. Decorative Entrance Lobby.

8. Open Spaces and gardens.

9. Generator for lighting the common portions only.

10. Indoor Games Room

11. Meeting Room

12. Kids Zone

13. Society Office

14. Guest Rooms

15. Water pump, overhead water tank, fire water reservoir, water pipes and common plumbing installation, electrical wiring, etc.

16. Water Boring.

17. Sewage Treatment Plant, Drainage and sewerage and soak well.

18. Security Guards and CCTV Facilities.

19. Such other common parts, areas and equipment, installations, fixtures and spaces in or about the said building as are necessary for passage to the user and occupancy of the unit in common and such other common facilities as may be prescribed from time to time.

Continued to next page

IN WITNESSES WHEREOF all the Allottee/s, the Vendors and the Authorized Signatory of the Promoter in their good health and sound conscious mind hereto sets and subscribed his/her/their respective seal and signatures on this **Agreement for Sale** on the day, month and year first above written.

WITNESSES: -The contents of this document have been gone through and satisfied and understood personally by all the Parties.

1.

ALLOTTEE/S

2.

VENDORS

PROMOTER

Drafted as instructed, read over and explained to the Parties and printed in my office:

ADVOCATE

Please affix photograph and sign across the photograph as per RERA

