

AGREEMENT FOR SALE

THIS INDENTURE IS MADE ON THIS THE
..... DAY OF....., 2024 AT SILIGURI.

BY AND BETWEEN

MRS. RENU NANGIA, WIFE OF SHRI KRISHNA KANTA NANGIA, Indian by Nationality, Hindu by religion, Business by occupation, resident of House No.278 – Meghnath Saha Sarani, Opposite Seva Kendra, Pradhan Nagar, Ward No. III of Siliguri Municipal Corporation, Post Office and Police Station Pradhan Nagar, Siliguri, District Darjeeling, PIN.734003, in the state of West Bengal – hereinafter referred to and called as **“OWNER / FIRST PARTY”** (Which term or expression shall unless excluded by or otherwise repugnant to the subject or context be deemed to mean and include her heirs, legal representatives, administrators, successors, executors and assigns) of the **FIRST PART**.

[PAN. – , AADHAAR NO. –]

A N D

URBAN BUILDERS – A Proprietorship Firm – having its Principal Office at Sevoke Road, Opposite Pandit Mansion, Post Office Sevoke Road, Police Station Siliguri, District Darjeeling, PIN.734001, in the state of West Bengal – represented by its Proprietor namely, **MRS. RENU NANGIA**, WIFE OF SHRI KRISHNA KANTA NANGIA, Indian by Nationality, Hindu by religion, Business by occupation, resident of House No.278 – Meghnath Saha Sarani, Opposite Seva Kendra, Pradhan Nagar, Ward No. III of Siliguri Municipal Corporation, Post Office and Police Station Pradhan Nagar, Siliguri, District Darjeeling, PIN.734003, in the state of West Bengal – hereinafter referred to and called as **“ALLOTTER/ DEVELOPER/ SECOND PARTY”** (Which term or expression shall unless excluded by or otherwise repugnant to the subject or context be deemed to mean and include its legal representatives, administrators, successors, executors and assigns) of the **SECOND PART**.

A N D

MR./ MRS./ MISS ,
SON/ DAUGHTER/WIFE OF ,
Indian by Nationality, by religion, by occupation,
resident of
.....
.....hereinafter referred to as **“ALLOTTEE(S)/ THIRD PARTY”** (Which term or expression shall excluded by or otherwise repugnant to the subject or context be deemed to mean and include his/ her/ their/ its legal representatives, administrators, successors, executors and assigns) of the **THIRD PART**.

[PAN. – , AADHAAR NO. –]

The Developer and Allottee(s) shall hereinafter collectively referred to as the **“Parties”** and individually as a **“Party”**.

WHEREAS: A - The Developer has represented to the Allottee that:

i) The **Owner/ First Party** is the absolute and lawful owner of all that piece and parcel of land measuring **14 (fourteen) Katha 5 Chatak or more or less 0.236 (zero point two three six) acre**, appertaining to **L. R. Khatian No.17/18 (old); 210 (new)**, comprised and included in **R. S. Plot No.306**; corresponding to its **L. R. Plot No.342**, situated within Pargana Patharghata, **Mouza Bairatisal, J. L. No.70**, under the jurisdiction of B.L. & L.R. Office Matigara, Police Station Matigara, A. D. S. R. Office Siliguri – II at Bagdogra, District Darjeeling (hereinafter referred to as “**Said Land**” and more particularly described in the Schedule – A hereinbelow), **vide a Deed of Sale**, duly executed and presented for registration on 1st June, 2007 and on payment of deficit stamp duty and registration fee finally admitted for registration on 22nd March, 2011, registered at the office of the Additional District Sub-Registrar Siliguri – II at Bagdogra, registered in Book No. I, C D Volume No.6, Pages from 2216 to 2233, being Document No.02161 for the year 2011, and since then she has been possessing and enjoying the land freely, openly and adversely without any interruption, intervention and disturbance from anybody whatsoever in her actual and physical possession having permanent, heritable and transferable right, title and interest therein, free from all encumbrances, lien and charges whatsoever.

ii) **AND WHEREAS** subsequently abovenamed **Renu Nangia (Owner/ First Party)** mutated her name in the Records of Rights at the Office of B. L. & L. R. O., Matigara with respect to her aforesaid purchased land and after verifying the title deeds, chain deeds, relevant documents and physical possession B. L. & L. R. O. Matigara was pleased to mutate the name of **Renu Nangia (Owner/ First Party)** in Records of Rights and a revised **L. R. Khatian being No.6298** was framed and finally published in the name of **Renu Nangia (Owner/ First Party)** and later she duly converted the recorded classification of her aforesaid land from “RUPNI” to “BASTU”, vide her prayer dated 10/07/2019 made before the Office of the Sub-Divisional Land & Land Reforms Officer Matigara, District Darjeeling, and allowed vide Land Conversion Cases No.CN/2019/0401/1990 and Memo No.1382/SDL&LRO-SLG/2019 in the name of land Owner herein.

iii) The **Owner/ First Party** has a scheme to develop her said land which would comprise of multi-storey apartments, parking spaces and other such necessary amenities and facilities as may be envisaged and entrusted her proprietorship firm to carry out the development. The development of said land is named as “**Sanvi Residency**”.

iv) The developer has got a building plan sanctioned for entire land admeasuring **14 (fourteen) Katha 5 Chatak or more or less 0.236 (zero point two three six) acre**, by the Matigara Panchayat Samity with various facilities to be develop therein. The Matigara Panchayat Samity vide its letter dated 07/10/2021 (**Order No.493/MPS/Planning**) granted sanction of the intenerated plans, proposed development and construction on the said land.

B. The Said Land is earmarked for the purpose of building a *residential apartment/* project, comprising TWO BLOCKS of [**Ground (Parking)+4**] **Storied Residential Building** and the said project shall be known as “**Sanvi Residency**” (**Project**);

C. The Developer is fully competent to enter into this Agreement and all the legal formalities concerning the right, title, and interest of the Developer regarding the said land on which the Project is to be constructed have been completed;

D. The **Matigara Panchayat Samity** has granted the commencement certificate to develop the Project under **Registration No.586, vide approval bearing No.493/MPS dated 07/10/2021;**

E. The Developer has obtained the final layout plan approvals for the Project from **Matigara Panchayat Samity**. The Developer 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;

F. The Developer has applied for the registration of the Project under the provisions of the Act with the Real Estate Regulatory Authority; ID being No. _____ under registration No. _____ dated _____;

G. The Allottee had applied for apartments in the Project vide Application No. _____ and has been allotted apartment No. _____ in Block _____ having carpet area of _____ Square feet, type _____ BHK, on _____ floor in along with garage/ closed parking No. _____ admeasuring _____ square feet in the _____, as permissible under the applicable law and of pro rata share in the common areas ("Common Area") 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**);

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

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

J. 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;

K. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Developer hereby agrees to sell, and the Allottee hereby agrees to purchase the **Apartment** and the garage/closed parking as specified in Schedule - B;

NOW, THEREFORE, in consideration of the mutual representations, covenants, assurances, promises, and other good and valuable considerations, the parties agree as follows:

1. TERMS:

Subject to the terms and conditions as detailed in this Agreement, the Developer agrees to sell to the Allottee and the Allottee hereby agrees to purchase, the **Apartment** as specified hereinabove;

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

| | |
|---|-------------------------------|
| Block/Building Name Sanvi Residency Apartment no. _____ Type _____ Floor _____ | Rate of Flat per square feet* |
| | |
| | |

[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 to the Developer towards the Apartment;
- (ii) The Total Price above includes Taxes (consisting of tax paid or payable 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 developer) 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 to the promoter shall be increased/ reduced based on such change/ modification;

- (iii) The Developer 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 Developer shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/

notifications together with dates from which such taxes/levies, etc. have been imposed or become effective;

(iv) The Total Price of Apartment includes: 1) pro rata share in the Project 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 hereby agrees to pay, due to increases 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 and/or any other increase in charges which raise demand on the Allottee for the increase in development charges, cost/charges imposed by the competent authorities, the Developer 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.

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

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

It is agreed that the developer 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 developer 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 developer shall confirm the final carpet area that has been allotted to the Allottee after the construction of the building is complete and the occupancy certificate* is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the developer. If there is any reduction in the carpet area within the defined limit then the developer shall refund the excess money paid by the 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 the Allottee, the developer 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.

The Developer agrees and acknowledges that the Allottee shall have the right to the Apartment as mentioned below:

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

- (ii) The Allottee shall also have an undivided proportionate share in the common Areas. Since the share/ interest of the 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 developer shall convey undivided proportionate title in the common areas to the association of allottees as provided in the Ac;
- (iii) That the computation of the price of the Apartment includes recovery of the 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 area, etc. and includes the cost of providing all other facilities as provided within the Project.

It is made clear by the Developer and the Allottee agrees that the Apartment along with garage/closed 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 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 benefits of the Allottee. It is clarified that the project's facilities and amenities shall be available only for the use and enjoyment of the Allottees of the Project.

It is understood by the Allottee that all other areas i.e. areas and facilities falling outside the project, namely **Sanvi 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 Developer agrees to pay all outgoing before transferring the physical possession of the apartment to the Allottees, which it has collected from the Allottees, for the payment of outgoings(including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or others encumbrances and such other liabilities payable to competent authorities, banks, and financial institutions, which are related to the project). If the promoter fails to pay all or any of the outgoings collected by it from the allottees or any liability, mortgage loan, and interest thereon before transferring the apartment to the Allottees, the Developer agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefore by such authority or person.

The Allottees have 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 Developer hereby acknowledges and the

Allottee hereby agrees to pay the remaining price of the Apartment as prescribed in the Payment Plan as may be demanded by the Developer within the time and in the manner specified therein:

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

2. MODE OF PAYMENT

Subject to the terms of the Agreement and the Developer abiding by the construction milestones, the Allottee shall make all payments, on demand by the Developer, 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 'URBAN BUILDERS' payable at

_____.

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 Developer with such permission, approvals which would enable the Developer to fulfill its obligations under this Agreement. Any refund, or transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of the 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 Developer accepts no responsibility in this regard. The Allottee shall keep the Developer 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 Developer immediately and comply with necessary formalities if any under the applicable laws. The Developer shall not be responsible towards any third party making payment/remittances on behalf of any

Allottee and such third party shall not have any right in the application/allotment of the said apartment applied for herein in any way and the Developer shall be issuing the payment receipts in favor of the Allottee only.

4. ADJUSTMENT/ APPROPRIATE OF PAYMENTS

The Allottee authorizes the Developer 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 Developer may in its soles discretion deem fit and the Allottee undertakes not to object/demand/direct the Developer to adjust his payments in any manner.

5. TIME IS ESSENCE

Time is of the essence for the Developer as well as the Allottee. The Developer shall abide by the schedule of completing the project and handing over the Apartment to the Allottee by or before and the common areas to the association of the allottees after receiving 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 meet the other obligations under the Agreement subject to the simultaneous completion of construction by the Pro as provided in Schedule C ("Payment Plan").

6. CONSTRUCTION OF THE PROJECT/APARTMENT

The Allottee has seen the specifications of the Apartment and accepted the Payment Plan, floor plans, and layout plans which have been approved by the competent authority, as represented by the Developer. The Developer shall develop the Project in accordance with the said layout plans, floor plans, and specifications. Subject to the terms in this Agreement, the Developer 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 Matigara Panchayat Samity and shall not have the 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 Developer shall constitute a material breach of the Agreement.

7. POSSESSION OF THE APARTMENT/PLOT

7.1 Schedule for possession of the said Apartment: The Developer agrees and understands that timely delivery of possession of the Apartment is the essence of the Agreement. The Developer, based on the approved plans and specifications, assures to hand over possession of the Apartment by or before _____, unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake, or any other calamity caused by nature affecting the regular development of the real estate project ("Force Majeure"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Developer 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 agrees and confirms that in the event it becomes impossible for the Developer to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Developer shall refund to the Allottee the entire amount received by the Developer from the allotment within 45 days from that date. After the refund of the money paid by the Allottee. Allottee agrees that he/she shall not have any rights, claims, etc. against the Developer and that the Developer shall be released and discharged from all its obligations and liabilities under this Agreement.

7.2 Procedure for taking possession - The Developer, upon obtaining the occupancy certificate* from the competent authority shall offer in writing the possession of the Apartment, 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 Developer shall give possession of the Apartment to the Allottee. The Developer agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, or documentation on the part of the Developer. The Allottee agrees (s) to pay the maintenance charges as determined by the Developer/association of allottees, as the case may be. The Developer on its behalf shall offer the possession to the Allottee in writing within _____ days of receiving the occupancy certificate* of the Project.

7.3 Failure of Allottee to take Possession of Apartment: Upon receiving a written intimation from the Developer as per clause 8.2, the Allottee shall take possession of the Apartment from the Developer by executing necessary indemnities, undertakings, and such other documentation as prescribed in this Agreement, and the Developer shall give possession of the Apartment to the allottee. In case the Allottee fails to take possession within the time provided in clause 8.2, such Allottee shall continue to be liable to pay maintenance charges as applicable.

7.4 Possession by the Allottee - After obtaining the occupancy certificate* and handing over physical possession of the Apartment to the Allottees, it shall be the responsibility of the Developer to hand over the necessary documents and plans, including common areas, to the

association of the Allottees or the competent authority, as the case may be, as per the local laws.

7.5 Cancellation by Allottee - The Allottee shall have the right to cancel/withdraw his allotment in the Project as provided in the Act; Provided that where the allottee proposes to cancel/withdraw from the project without any fault of the developer, the developer 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 developer to the allottee within 45 days of such cancellation.

7.6 Compensation – The Developer 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 the occurrence of a Force Majeure event, if the developer 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 registration under the Act; or for any other reason; the Developer shall be liable, on demand to the allottees, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy total amount 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 the Allottee does not intend to withdraw from the Project, the Developer shall pay the Allottee 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 DEVELOPER

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

- (i) The Owner has absolute, clear, and marketable title concerning 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 Developer/ Owner has lawful rights and requisite approvals from the competent Authorities to carry out the 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 concerning the Project, said Land and Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Developer has been and shall, at all times, remain to comply with all applicable laws relation to the Project, said Land, Building and Apartment and common areas;
- (vi) The Developer 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 Developer has not entered into any agreement for sale and/or development agreement or any other agreement /arrangement with any person or party concerning the said Land, including the Project and the said Apartment which will, in any manner, affect the rights of Allottee under this Agreement;
- (viii) The Developer confirms that the developer is not restricted in any manner whatsoever from selling the said Apartment to the Allottee in the manner contemplated in this Agreement;
- (ix) At the time of execution of the conveyance deed, the Developer shall hand over lawful, vacant, and peaceful, physical possession of the Apartment to the Allottee and the common areas to the Association of the Allottees;
- (x) The Schedule Property is not the subject matter of any HUF and no part thereof is owned by any minor and/or no minor has any right, title, and claim over the Schedule Property;
- (xi) The Developer has duly paid and shall continue to pay and discharge all governmental dues, rates, charges taxes, and other monies, levies, impositions, premiums, damages and/or penalties, and other outgoings. whatsoever, payable concerning 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, or notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the developer 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 Developer shall be considered under a condition of Default, in the following events:

(i) Developer fails to provide ready-to-move-in possession of the Apartment to the Allottee within the period specified. For 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 Developer'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 Developer under the conditions listed above, Allottee is entitled to the following:

(i) Stop making further payments to the Developer as demanded by the developer. If the Allottee stops making payments, the Developer 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 Developer 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 rate specified in the Rules within forty-five days of receiving the termination notice:

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

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 **three** consecutive demands made by the Developer as per the Payment Plan annexed hereto, despite having been issued a notice in that regard the allottee shall be liable to pay interest to the developer 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 beyond three consecutive months after notice from the Developer in this regard, the Developer shall cancel the allotment of the Apartment in favor of the Allottee and refund the amount money paid to him by the allottee by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated.

10. CONVEYANCE OF THE SAID APARTMENT

The Developer, on receipt of the complete amount of the Price of the Apartment under the Agreement from the Allottee, 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 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 Developer to withhold registration of the conveyance deed in his/her favor till full and final settlement of all dues and stamp duty and registration charges to the Developer is made by the Allottee. The Allottee shall be solely responsible and liable for compliance with the provisions of the 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 Developer 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 allottees. The cost of such maintenance shall be proportionately paid by the Allottee.

That to upkeep and maintenance of the **COMMON PORTIONS, AREAS AND UTILITIES** more particularly described hereinbelow shall be looked after by the Second Party till the formation of the association by the owners and occupants of the building and as soon as the **ALLOTTEE & OCCUPANTS** forms/constitutes such association all the rights and liberties as well as the duties and obligations of the Second Party in respect of the maintenance of the **COMMON PORTIONS, AREAS AND UTILITIES** including realization of common expenses and compliance of various legal formalities pertaining to the building/apartments shall vest into and devolve upon such allottees association.

That if the Allottee make default in payment of the proportionate share towards the COMMON EXPENSES described hereinunder within the time prescribed by the Second Party or Allottees Association, then the Allottee shall be liable to pay interest @ _% per month or part of the month compoundable for the period of default on all accounts remaining so unpaid along with such dues and arrears and shall also be liable to compensate Second Party/ Allottees Association acting at the relevant time for any loss or damage suffered by the Second Party/ Allottees Association in consequences thereof.

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 Developer as per the agreement for sale relating to such development is brought to the notice of the Developer within a period of 5 (five) years by the Allottee from the date of handing over possession, it shall be the duty of the Developer to rectify such defects without further charge, within 30 (thirty) days, and in the event of Developer's failure to rectify such defects within such time, the aggrieved Allottees shall be entitled to receive appropriate compensation in the manner as provided under the Act.

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

The Allottee hereby agrees to purchase the Apartment on the specific understanding that his/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 allottees (or the maintenance agency appointed by it) and performance by the Allottee of all his/her obligations in respect of the terms and conditions specified by the maintenance agency or the association of allottees from time to time.

14. RIGHT TO ENTER THE APARTMENT FOR REPAIRS

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

15. USAGE

Use of Basement and Service Areas: The service areas, if any, as located within the **Sanvi Residency**, shall be earmarked for purposes such as parking spaces and services including but not limited to 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 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 allottees formed by the Allottees for rendering maintenance services.

16. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT: Subject to Clause 12 above, the Allottee shall, after taking possession, be solely

responsible for maintaining the Apartment at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Apartment, 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 further undertakes, assures, and guarantees that he/she would not put any sign-board / name-plate, neon light, publicity material advertisement material, etc. on the face/facade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottees shall also not change the color scheme of the outer walls painted on the exterior side of the windows or carry out any change in the exterior elevation or design. Further, the Allottee shall not store any hazardous or combustible goods in the Apartment or place any heavy material in the common passages or staircase of the Building. The Allottee shall also not remove any wall, including the outer and load-bearing wall of the Apartment. The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Developer and thereafter the Association of Allottees and/or maintenance agency appointed by the Association of Allottees. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

17. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY ALLOTTEE

The Allottee is entering into this Agreement for the allotment of a Apartment with the full knowledge of all laws, rules, regulations, and notifications applicable to the Project in general and the Allottee 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, re which is required by any competent Authority in respect of the Apartment at his/her own cost.

18. ADDITIONAL CONSTRUCTIONS

The Developer 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. DEVELOPER SHALL NOT MORTGAGE OR CREATE CHARGE

After the Developer executes this Agreement he shall not mortgage or create a charge on the Apartment 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.

20. APARTMENT OWNERSHIP ACT

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

21. BINDING EFFECT

Forwarding this Agreement to the Allottee by the Developer does not create a binding obligation on the part of the Developer 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 Developer. If the Allottee(s) fails to execute and deliver to the Developer 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 Developer, then the Developer shall serve a notice to the Allottee for rectifying the default, which if not rectified within 30(thirty) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as canceled 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.

22. ENTIRE AGREEMENT

This Agreement, along with its schedules, constitutes the entire Agreement between the Parties concerning the subject matter hereof and supersedes any understandings, any other agreements, or allotment letter. correspondences, arrangements whether written or oral, if any, between the Parties regarding the said apartment/ plot/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/SUBSEQUENT ALLOTTEES

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Allottees 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 Developer 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 Developer in the case of one Allottee shall not be construed to be a precedent and /or binding on the Developer to exercise such discretion in the case of other Allottees.

Failure on the part of the Developer to enforce at any time or for any period the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each 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 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 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 to effectuate the provisions of this Agreement or any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or according to any such transaction.

29. PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by the Developer through its authorized signatory at the Developer's Office, or at some other place, which may be mutually agreed between the Developer and the Allottee.

30. NOTICES

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

_____ Name of Allottee

_____ (Allottee Address)

MRS. RENU NANGIA
PROPRIETOR OF URBAN BUILDERS
H. NO. 37/2399, Sevoke Road, 2.5 MILE,
WARD NO. 42, Siliguri, Darjeeling,
PIN - 734001, West Bengal - (Promoter Address)

It shall be the duty of the Allottee and the Developer 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 developer or the Allottee, as the case may be.

31. JOINT ALLOTTEES

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

32. GOVERNING LAW

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 concerning 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 other terms and conditions are as per the contractual understanding between the parties; however, the additional terms and conditions are not inderogation of or inconsistent with the terms and conditions set out above or the Act and the Rules and Regulations made there under].

34. TAXES

- (i) All prices, rates, fees and charges etc. mentioned in this Agreement for Sale are exclusive of any applicable taxes, cess, duties, levies etc. (both present and future) imposed by any appropriate authority/(ies) which shall be payable separately by the Allottee.
- (ii) Under the Income-tax Act and/or the rules framed thereunder, in case the consideration/price/premium of any Apartment is more than Rs.50 lakhs, then, and in such event, the Allottee of such Apartment shall be required to deduct tax from the payment to be made to the Developer at the applicable rates as prescribed in the Act and/or the rules and shall also be required to deposit the tax so deducted with such authority and in such manner as may be so prescribed and the Allottee will also be under obligation to give the Developer the certificate for the amount of tax so deducted and deposited by the Allottee in such form and in such manner and containing such particulars as may be prescribed under the Income-tax Act and/or the rules framed thereunder .

35. MISCELLANEOUS

35.1.1 THE ALLOTTEE DOETH HEREBY AGREE WITH THE DEVELOPER as follows-

- (i) The Allottee shall observe and perform all the terms, covenants and conditions in respect of the Project as well as Common Areas.
- (ii) The Allottee shall not cause nuisance or annoyance to the adjoining allottees and occupants.
- (iii) The Allottee shall indemnify and keep indemnified the Developer against any loss, costs, charges and expenses that it may suffer or incur on account of breach of any law, rules and regulations of the appropriate Government or any local authority, or breach of any term or covenant of the Agreement or of these presents.
- (iv) The Allottee shall pay and discharge in entirety or proportionately (as the case may be) from the deemed date of possession all existing and future rates, local authority taxes, land revenues, assessments, impositions and outgoings (including interest, penalties in case of delayed payment, charges, claims etc.) whatsoever which now are or in the future shall be imposed or charged upon the Apartment and/or the Project which may be assessed, charged or imposed upon either on the Developer or the Allottee or occupier thereof whether in respect of the Apartment or the Project and the Common Areas in accordance with the provisions of relevant laws.
- (v) The Allottee shall comply with all applicable laws, rules and regulations, notifications and circulars for use, enjoyment and possession of the Apartment and the Project/Common Areas and to keep the Developer saved harmless and indemnified for all losses claims and demands which the Developer may suffer or be put to by reason of any breach or alleged breach of this covenant.
- (vi) The Allottee shall make regular payments for consumption of electricity, water and other services and/or utilities supplied to or obtained for the Apartment and/or the Project/Common Areas and to keep the Developer saved harmless and indemnified in this regard. In the event there are any amounts outstanding with respect to water and electricity or any other utilities or facilities or services consumed or availed for the Apartment and/or the Project and/or the Common Areas, the Allottee shall be liable to make payments for the same to the concerned authority.
- (vii) The Allottee shall not use or allow the Apartment for any illegal or immoral purposes or for any noisy or offensive trade or business.
- (viii) The Allottee shall not amalgamate, sub-divide or partition the Apartment or any part thereof with any other Apartment or Apartments within the Project.
- (ix) The Allottee shall pay wholly in respect of the Apartment and proportionately in respect of the Project Common Areas and the Shared Common Areas the Maintenance Charges, electricity charges and all levies, duties, charges, surcharges, rates, taxes and outgoings including GST, betterment and/or development charges under any statute, rule or regulation
- (x) The Allottee shall not for any reason, directly or indirectly, make or cause any obstruction, interruption, hindrance, impediment, interference or objection in any manner relating to or concerning the

- transfer, sale or disposal of any other Apartments and/or parking space (if any) and/or any other structures developed by the Developer.
- (xi) The Allottee shall get the said Apartment mutated in his/her/their name and/or separately assessed by the local competent authority.
 - (xii) The Allottee shall pay all future betterment/development charges etc. relating to the said Apartment and/or the Project Common Areas and/or the Shared Common Areas.
 - (xiii) The Allottee represents and warrants that he/ she/ they/ it has inspected and understood the plans comprising the proposed sanctioned plan, specifications of the Apartment and has accepted the layout plan, payment plan and the specifications, amenities and facilities described in this Agreement.
 - (xiv) The Allottee shall, after taking possession, be solely responsible to maintain the Apartment at his/her/their/it own cost in good repair and condition.

35.1.2 IN ADDITION TO WHATEVER HAS BEEN SPECIFICALLY AGREED IN CLAUSE 11 ABOVE, THE PARTIES AGREE as follows-

35.1.2.1 Documentation: The Allottee will be required to pay to the Developer, an amount of Rs. _____/- only plus applicable taxes towards Documentation Charge. The Documentation Charge will be part of the Total Price.

35.1.2.2 Electricity Supply: The Developer will do the needful to provide electricity in the Project, however, the Allottee, at its own cost, will complete the formalities for installing their own electric meter in the Apartment and the Developer will assist/ guide in respect of the same.

35.2 IN ADDITION, TO WHATEVER HAS BEEN AGREED IN CLAUSE 16 ABOVE, THE ALLOTTEE FURTHER SPECIFICALLY AGREES AND UNDERTAKES AS FOLLOWS:

The Allottee agrees and undertakes that on receipt of possession, the Allottee shall carry out any fit-out/interior work strictly, in accordance, with the rules and regulations framed by the Developer/ association/ maintenance agency and without causing any disturbance, to the other Allottee of Apartment. The Dos & Don'ts will be shared at the time of handing over possession of the Apartment. Without prejudice to the aforesaid, if the Allottee makes any unauthorized change or alteration or causes any unauthorized repairs in or to the Apartment(s), the Developer shall be entitled to call upon the Allottee to rectify the same and to restore the Apartment to its original condition within 30 (thirty) days from the date of intimation by the Developer in that behalf. If the Allottee does not rectify the breach within the such period of 30 (thirty) days, the Developer may carry

out necessary rectification/restoration to the Apartment (on behalf of the Allottee) and all such costs/charges and expenses incurred by the Developer shall be reimbursed by the Allottee.

35.2.1.1 THE DEVELOPER / OWNER AND THE ALLOTTEE HEREBY AGREE AND COVENANT WITH EACH OTHER as follows:

35.2.1.2 That any relaxation and indulgence granted by the Developer to the Allottee shall not in any way prejudice the rights of the Developer under the Deed of Sale.

35.2.1.3 It is further clarified that all amounts collected as GST and deposited with the appropriate authorities concerned shall not be returned by the Developer and the Allottee shall be free to approach the authorities concerned for refund of such GST.

35.2.1.4 The Allottee expressly acknowledges understands and agrees that in the event of cancellation or termination of the allotment of the Apartment (and this Agreement for Sale) in terms of this Agreement for Sale by the Developer or the Allottee, as the case may be, the Developer shall be at liberty to execute, present for registration and register unilaterally a deed of cancellation and the Allottee shall cease to have any right title interest whatsoever in the Apartment or Project Land on and from the date of expiry of the period mentioned in the notice of cancellation or termination issued by the Developer or the Allottee, as the case may be.

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

SIGNED AND DELIVERED BY THE WITHIN NAMED

Allottee:
(including
joint buyers)

(1) Signature

Name –

Please
affix photograph
across the
signature
photograph

Please
affix photograph
across the
signature
photograph

Address -

(2) Signature

Name –

Address -

AT OR IN PRESENCE OF

SIGNED AND DELIVERED BY THE WITHIN NAMED

Developer/ Second Party:

(1) Signature

Name –

Address -

| |
|---|
| Please affix photograph across the signature photograph |
|---|

SIGNED AND DELIVERED BY THE WITHIN NAMED

Owners/ First Party

(1) Signature

Name –

Address -

At on in the presence of:

WITNESSES:

(1) Signature

Name –

Address -

(2) Signature

Name –

Address -

SCHEDULE 'A' – DESCRIPTION OF THE APARTMENT AND THE COVERED PARKING (IF APPLICABLE)

SCHEDULE 'B' – FLOOR PLAN OF THE APARTMENT

SCHEDULE 'C' – PAYMENT PLAN BY THE ALLOTTEE

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

SCHEDULE OF LAND ON WHICH SANVI RESIDENCY STANDS

All that piece and parcel of **rural land measuring 14 (fourteen) Katha 5 Chatak or more or less 0.236 (zero point two three six) acre**, the proportionate annual rent for the demised land is payable to the superior landlord the Govt. of West Bengal, represented by the B. L. & L. R. O.; Matigara, situated within Pargana Patharghata, **Mouza Bairatisal, J. L. No.70**, under the jurisdiction of Police Station Matigara, A. D. S. R. Office Siliguri – II at Bagdogra, District Darjeeling. The said land is comprised and included in the Khatian No. and Plot No. as given in the table hereinunder:-

| L. R. Khatian No. | R. S. Plot No. | L. R. Plot No. | Area of Land |
|-------------------------------|----------------|----------------|-------------------|
| 6298 | 306 | 342 | 0.236 acre |
| Total Land Measuring : | | | 0.236 acre |

The aforesaid land is butted and bounded as follows:-

- On the North : By the 32' – 00" feet wide Metal/ Pucca Road;
- On the South : By the sold land of Sakalu Singha;
- On the East : By the land of Paresh Chowdhury;
- On the West : By the land of Ashutosh Bhattacharjee.

SCHEDULE 'A'

ALL THAT Apartment No. _____, having Carpet Area of _____ Square Feet., (Built-up area _____ Square feet), type ' BHK', on _____ floor, in "SANVI RESIDENCY" alongwith _____ Car parking space as permissible under the applicable law, together with pro rata undivided, indivisible and variable share in the common areas of the Project:

SCHEDULE 'B'

[FLOOR PLAN OF THE APARTMENT]

ALL THAT Apartment No. _____ is shown in border along with an exclusive open terrace.

SCHEDULE 'C'

[PAYMENT PLAN]

| Sl. No. | DESCRIPTION | PERCENTAGE OF PART PAYEMENT |
|----------------|--|------------------------------------|
| 1 | BOOKING AMOUNT | 10% |
| 2 | AT THE TIME OF EXECUTION OF AGREEMENT TO SALE (WITHIN THIRTY DAYS) | 10% |

| | | |
|-------|--|------|
| 3 | ON COMPLETION OF UPTOGROUND FLOOR SLAB | 10% |
| 4 | ON COMPLETION OF UPTO 2 ND FLOOR SLAB | 10% |
| 5 | ON COMPLETION UPTO 3 ^{R D} FLOOR SLAB | 10% |
| 6 | ON COMPLETION OF UPTO 4 TH FLOOR SLAB | 10% |
| 7 | ON COMPLETION BRICK WORK | 15% |
| 8 | ON COMPLETION OF FLOORING | 15% |
| 9 | ON POSSESSION | 10% |
| TOTAL | | 100% |

SCHEDULE- 'D'

[SPECIFICATIONS, AMENITIES, FACILITIES WHICH ARE PART OF THE PROJECT]

- I. All wall 5" thick brick wall with sand cement mortar;
- II. Foundation : R. C. C. foundation with super – structure;
- III. Plastering : Outside and inside plaster with sand cement mortar;
- IV. Doors and Windows :

- a) Main Door frame (5" x 2½") shall be WPC and door shall be of Membrane Designer Door (single leaf);
- b) Other doors frame will be WPC (4" x 2½") and doors thereof shall be Membrane Designer Door (single leaf) and toilets door frame and door shall be a readymade good quality PVC;
- c) **Windows** : Aluminum window with glass;

V. Flooring : All floors will be finished by vitrified branded tiles with 4" skirting.

VI. Plumbing : Inside water lines will be CPVC/UPVC pipe concealed and outside water lines will be surface with PVC pipe concealed with common PVC water tank;

VII. Toilets : two toilets will be provided in every flat and inside wall will be finished by tiles upto 6' height, white colour commode and, two bib cock, 1 shower and one cistern (sleek) in each toilet;

VIII. Electric Work : All electrical wiring including invertors points will be concealed with necessary modular switch (ISI Mark) and wires will be fitted (ISI Mark);

IX. The First Party shall have the right to use all common right, amenities and facilities jointly with all other occupants inclusive of owner's allocated area of common water reservoir, over-head tank, water pump, stair cases, landing, pathway, drainage, septic tank, roof, vacant area of the entire land etc. as per sanctioned plan;

X. All extra work and transformer cost will be borne by the Third Party as per Architect Instruction and the payment for such extra work shall be made by the First Party in advance.

SCHEDULE - E
(COMMON EXPENSES)

1. All expenses for maintenance, operating, decorating, replacing, repairing, renovating, white-washing, painting and repainting of the common portions and the common area in the building including the outer wall of the building.
2. All expenses for running and operating machinery and installations, comprised in the common portions including water pumps, lifts (if any) including the cost of repairing, renovating and replacing the same.
3. The salaries, bonus and other emoluments and benefit of and all other expenses of the personals employed for the common purposes such as manager, caretaker, supervisor, accountant, security guard, sweepers, plumbers, electricians and other maintenance staffs.
4. Cost of Insurance premium for insuring the building and/or the common portions.
5. All charges and deposits for supplies of common utilities to the co-owners in common.
6. 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).
7. Costs of formation and operation of the service organisation including the office expenses incurred for maintaining the office thereof.
8. Electricity charges for the electrical energy consumed for the operation of the equipment and installations for the common services and lighting the common portions including system loss for providing electricity to each unit.
9. All litigation expenses incurred for the common purpose and relating to common use and enjoyment of the common portions.
10. All other expenses and/or outgoings as are incurred by the vendor and/or the service organisation for the common purposes.

SCHEDULE - F

(THE COMMON AREA AND FACILITIES SHALL INCLUDES THE FOLLOWINGS)

1. The common proportionate - impartible right on the "Schedule – A" described land.
2. The foundation, column girder, beam, supports, roof, ways, main walls, corridors, lobbies, stairs ways and entrance and exits to and from the premises.
3. All the yards, path ways, gardens and open space (except Car parking space).
4. All and every installation of common service such as electrical fittings in stair case and common areas, water-fittings, rain water and waste water lines, drains, sewerage etc.
5. All the bore wells, the tanks, motor pump, delivery pipeline and all general apparatus and installations existing for common use.
6. All other parts of the property necessary and convenient for its existence and safety or normally in common use.
7. Such other common facilities as may be specifically provided for.