

AGREEMENT FOR SALE

This Agreement for Sale ("Agreement") executed on this_____day
of_____, 2023

By and Between

SHUBHDEEP FINVEST PRIVATE LIMITED [PAN : AAEC6844F] (CIN no. U65921WB1996PTC079406), a company incorporated under the provisions of the Companies Act, 1956, having its registered office 70, Ganesh Chandra Avenue, Bhola House, Near Hind Cinema, Kolkata – 700 013, West Bengal and its corporate office at Rashik Lal Ghosh Sarani, Sevoke Road, Opp. Hotel Gateway, 1st floor, Siliguri – 734 001, represented by its authorized signatory Mr. Subhankar Mittal (Aadhar no. 2539 7265 9419) (PAN -AJHPM2250Q) authorized vide board resolution dated hereinafter referred to as the "Promoter" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, executors, administrators and permitted assignees);

AND

[If the Allottee is an Individual]

Mr. / Ms. _____, (Aadhar no. _____) son / daughter of

_____ , aged about _____, residing at

_____ , (PAN), hereinafter called the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assignees).

[Please insert details of other allottee(s), in case of more than one allottee]

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

WHEREAS:

A. The Promoter is the absolute and lawful owner of land measuring 47.68 Kathas appertaining to and forming part of R.S. Plot No. 258, Recorded in R.S. Khatian No. 582, R.S. Sheet No. 8, corresponding to L.R. Plot No. 7, Recorded in L.R. Khatian No. 2, L.R. Sheet No. 20, J.L. No. 02, Pargana Baikunthapur, situated within Mouza Dabgram, within the jurisdiction of Siliguri Municipal Corporation Ward No. 41, with SMC Holding No. 478/1963/1 by virtue of three registered Deeds of Conveyances (Sale) executed by M/s Siliguri Tea Warehousing (P) Ltd., all dated 10.08.1998, being Nos. I-2621, I-2622 and I-2623 all for the year 1998, all registered in the Office of the Sub Registrar Rajganj in Book No._Voucher No._Pages from_to_.

That the R.S. Khatian No. in the said conveyances was mistakenly written as '540' instead of '582' and the same was duly rectified vide three registered Deeds of Declaration dated 30.11.2005, being Nos. I-4686, I-4687, I-4688, all for the year 2005 and the same were registered in the Office of the District Sub Registrar Jalpaiguri.

B. The Said Land is earmarked for the purpose of building a residential housing project, comprising multi-storied apartment buildings, car parking spaces, and other constructed areas and the said project shall be known as '**SHUBHDEEP NOVILA**' ("Project");

- C. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the said land on which Project is to be constructed have been completed;
- D. The _____ [Please insert the name of the concerned competent authority] has granted the commencement certificate to develop the Project vide approval dated bearing no. _;
- E. The Promoter has obtained the sanctioned plan for the project for the Project from Siliguri Municipal Corporation vide approval order no. _____ Dt. _____. The Promoter agrees and undertakes that it shall not make any changes to these layout plans except in strict compliance with Real Estate (Regulation and Development) Act, 2016 (“Act”) and other laws as applicable;
- F. The Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at Kolkata vide no. _____ on under registration
- G. The Allottee had applied for an apartment in the Project vide an application and has been allotted apartment hereinafter referred to as the “Apartment” more particularly described in *Schedule-A2* and the floor plan of the apartment is annexed hereto as *Schedule - F*.
- 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. On demand of the Allottees, the Promoter has provided a soft copy of the title deeds, various clearances; building plans etc. and the Allottees hereby declare that he/she is satisfied with the same.
- 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 Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the Apartment morefully mentioned in *Schedule-A2*

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

1. TERMS:

Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase, the Apartment more fully and particularly mentioned in the Schedule-A2;

The Total Price payable for the Apartment is more fully mentioned in the Schedule-B

Explanation :

- (i) The Total Price above includes the booking amount paid by the allottee to the Promoter towards the Apartment;
- (ii) The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of GST 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 to the promoter shall be increased/reduced based on such change / modification;

- (iii) The Promoter shall periodically intimate to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment within the time frame and in the manner specified therein. In addition, the Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/ notifications together with dates from which such taxes/levies etc. have been imposed or become effective;
- (iv) The Total Price of Apartment includes recovery of price of proportionate undivided share of land underneath the building, construction of the Common Areas, internal development charges, external development charges, and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment and the Project but it will exclude Taxes and maintenance charges.

The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time and/or due to abnormal increase in cost of construction after launch of the project, incurred by the Promoter, because of increase in cost of construction materials / labour cost, if approved by the competent authorities, in such event the Allottees shall pay the said additional cost to the Promoter. The Promoter undertakes and agrees

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

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

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

It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described herein at *Schedule - D* and *Schedule - E* in respect of the apartment without the previous written consent of the Allottee as per provisions of the act. Provided that the Promoter may make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act. The Promoter shall take prior approval of the Allottees for extra charges, if any, as may be applicable for such addition-alteration required by the Allottees

The Promoter 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 Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand that from the Allottee as per the next milestone of the Payment Plan as provided in *Schedule - C*. All these monetary adjustments shall be made at the same rate per square feet as per *Schedule - B* of this Agreement.

Subject to Clause 9.3 the Promoter agrees and acknowledges, the Allottee shall have the right to the Apartment as mentioned in *Schedule - A2*:

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

- (ii) The Allottee shall also have right to use the Common Areas transferred to the association of allottees. Since the share / interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the promoter shall hand over the common areas to the association of Allottees upon formation and registration of the same, and after duly obtaining the completion certificate from the competent authority as provided in the Act. 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.
- (iii) That the computation of the price of the Completed Apartment finished as per specifications more fully mentioned in *Schedule - D* includes recovery of price of proportionate undivided share of land underneath the building, construction of the apartment, and the Common Areas, internal development charges, external development charges, taxes and 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 apartment and the Project. The price excludes Taxes, sinking fund, security deposit for electricity and ongoing and/or advance maintenance charges.
- (iv) The Allottees has the right to visit the project site to assess the extent of development of the project and his apartment, as the case may be, subject to prior consent of the project engineer and complying with all safety measures while visiting the site.

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

The Promoter agrees to pay all outgoings before transferring the physical possession of the apartment to the Allottees, which it has collected from the Allottees, for the payment of outgoings (including proportionate land cost, ground rent, municipal or other local taxes, charges for water or electricity, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the project). If the Promoter fails to pay all or any of the outgoings collected by it from the Allottees or any liability, mortgage loan and interest thereon before transferring the apartment to the Allottees, the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom

they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person.

The Allottee has paid a sum of Rs_____ (Rupees_____ only) as booking amount being part payment towards the Total Price of the Apartment which includes token amount/any advances paid at the time of application the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Apartment as prescribed in the Payment Plan [*Schedule - C*] as may be demanded by the Promoter within the time and in the manner specified therein. Provided that if the allottee delays in payment towards any amount 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 Promoter abiding by the construction milestones, the Allottee shall make all payments, on demand by the 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 the Promoter payable at Siliguri at its office.

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES

The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules and Regulations made thereunder or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfil its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

The Promoter accepts no responsibility in this regard. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the applicable laws. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of any Allottee

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

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS

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

5. TIME IS ESSENCE

Time is of essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the Apartment to the Allottee and the common areas to the association of the allottees subject to the same being formed and registered. Similarly, the Allottee shall make timely payments of the instalment and other dues payable by him/her and meeting the other obligations under the Agreement as provided in Schedule C ("Payment Plan").

6. CONSTRUCTION OF THE PROJECT/ APARTMENT

The Allottee has seen and satisfied with the title of the said land, proposed sanctioned plans, the proposed specifications, amenities and facilities in respect of the Apartment and has accepted the Payment Plan as represented by the Promoter. The Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the competent governing Authorities and shall not have an option to make any variation /alteration /modification in such plans, other than in the manner provided under the Act, and breach of this term by the Promoter shall constitute a material breach of the Agreement.

7. POSSESSION OF THE APARTMENT

Schedule for possession of the said Apartment: The 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 Sept 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") including if any bar imposed by the government agencies on mining / availability of construction riverbed material. If, however, the completion of the Project is delayed due to any restrictions, limitations and/or Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Apartment, provided that such restrictions, limitations, Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to restrictions, limitations and/or Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the allotment within 45 days from that date. After refund of the money paid by the Allottee, Allottee agrees that he/ she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

Procedure for taking possession : The Promoter, upon completion of the said project or obtaining the occupancy certificate from the competent authority (whichever is earlier) shall offer in writing ("Notice") the possession of the Apartment, to the Allottee in terms of this Agreement to be taken within two months from the date of issue of such notice subject to payment of all amounts due and payable under this Agreement and Registration of Deed of Sale. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter/association of allottees, as the case may be from the date of issue of such Notice. The promoter shall hand over the photocopy of completion certificate of the project to the Allottees as received from the Authority concerned.

Failure of Allottee to take Possession of Apartment: Upon receiving a written intimation from the Promoter as per clause 7.2, the Allottee shall take possession of the Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Apartment to the allottee. In case the Allottee fails to take possession within the time provided in clause 7.2, such Allottee shall continue to be liable to pay interest / demurrage on amount due and payable in terms of this agreement, maintenance charges as applicable, municipal tax and other outgoings and further holding charge of Rs._____/ - per month or part thereof for the period of delay of to taking possession. The Promoter shall not be responsible for any damage caused to the said Apartment on account of delay in taking over possession and in such an event; the Allottees will have to take possession of the same on as is what is basis.

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 Promoter to hand over the necessary documents and plans, including common areas, to the association of the Allottees upon its formation and registration and on receiving proper intimation of the same from the association of allottee thus formed.

Cancellation by Allottee : The Allottee shall have the right to cancel/withdraw his allotment in the Project as provided in the Act. Provided that where the allottee proposes to cancel/withdraw from the project without any fault of the promoter, the promoter herein is entitled to forfeit the booking amount paid for the allotment.

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

Except for occurrence of any restriction, limitation and /or Force Majeure event, if the 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 above; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Promoter shall be liable, on demand to the allottees, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Apartment, with interest at the rate specified in the Rules including compensation in the manner as provided under the Act within forty-five days of it becoming due.

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

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

- (i) The Promoter has absolute, clear and marketable title with respect to the said Land; the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;
- (ii) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- (iii) That the land is presently mortgaged with IDBI Bank, Sevoke Road, Siliguri as security for loan availed by a partnership firm wherein the Directors of the Promoter company are partners / interested; and the same shall be freed / released from the bank by the Promoter from their own source, without any risk or responsibility of the allottee.
- (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 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 till the date of handing over of the project to the association of Allottees;
- (vi) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- (vii) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Land, including the Project and the said Apartment which will, in any manner, affect the rights of Allottee under this Agreement;
- (viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment to the Allottee in the manner contemplated in this Agreement;
- (ix) At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the Apartment to the Allottee and the common areas to the Association of the Allottees once the same being formed and Registered;
- (x) The Schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Schedule Property;
- (xi) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities till the completion certificate has been issued irrespective of possession of apartment along with common areas has been handed over to the Allottees and the association of Allottees or not;
- (xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoter 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 restrictions, limitations and / or Force Majeure clause, the Promoter shall be considered under a condition of Default, in the following events:

- (i) Promoter fails to provide ready to move in possession of the Apartment to the Allottee within the time period specified. For the purpose of this clause, 'ready to move in possession' shall mean that the apartment shall be in a habitable condition which is complete in all respects;
- (ii) Discontinuance of the Promoter's business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made thereunder.

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

- (i) Stop making further payments to Promoter as demanded by the Promoter. If the Allottee stops making payments, the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any interest; or
- (ii) The Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the Apartment, along with interest at the rate specified in the Rules within forty-five days of receiving the termination notice and further subject to the Allottees prior to receipt of refund on the above account from the Promoter, at his own costs and expenses, execute all necessary cancellation related documents required by the Promoter;

Provided that where an Allottee does not intend to withdraw from the project or terminate the Agreement, he shall be paid, by the promoter, interest at the rate specified in the Rules, for every month of delay till the handing over of the possession 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 two consecutive demands made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard the allottee shall be liable to pay interest to the promoter on the unpaid amount at the rate specified in the Rules.
- (ii) In case of Default by Allottee under the condition listed above continues for a period beyond two consecutive months after notice from the Promoter in this regard, the Promoter shall cancel the allotment of the Apartment in favour 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 terminate, , subject to compliance of clause 34.8.

10. CONVEYANCE OF THE SAID APARTMENT

The Promoter, on receipt of 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 Completion certificate*.

However, in case the Allottee fails to deposit the stamp duty, registration charges and all other incidental and legal expenses etc. so demanded within the period mentioned in the demand letter, the Allottee authorizes the Promoter to withhold registration of the conveyance deed in his/her favour till full and final settlement of all dues and stamp duty and registration charges to the Promoter is made by the Allottee.

The Allottee shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899 including any actions taken or deficiencies/ penalties imposed by the competent authority(ies) in this regard.

11. MAINTENANCE OF THE SAID BUILDING / APARTMENT / PROJECT

The Promoter shall be responsible to provide and maintain essential services in the Project either by itself or through its nominated agents / facility management company; till the taking over of the maintenance of the project by the association of the allottees, for a maximum period of one (1) year upon issuance of the completion certificate of the project.

12. DEFECT LIABILITY

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

Provided further that before taking over the possession of the Apartment by the Allottee(s), it shall be the responsibility of the Allottee/s to satisfy himself/herself of construction, workmanship, quality or provision of services, installations or any other obligations of the Promoter as per the agreement for sale and from the date of handing over possession the Allottee/s shall not raise any claim or objection whatsoever on such grounds.

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 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 In-charge 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 In-charge or the association of allottees from time to time.

14. RIGHT TO ENTER THE APARTMENT FOR REPAIRS

The Promoter / maintenance agency /association of allottees shall have rights of unrestricted access of all Common Areas, 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, 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 "SHUBHDEEP NOVILA", shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, fire fighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the association of allottees formed by the Allottees for rendering maintenance services and/or by the promoter only.

16. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT:

Subject to para 12 above, the Allottee 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 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 or advertisement material etc. on the face / facade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottees shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not

store any hazardous or combustible goods in the Apartment 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 Promoter and thereafter the association of allottees and/or maintenance agency appointed by association of allottees. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

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, notifications applicable to the Project in general and this project in particular.

That 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, 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 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. PROMOTER SHALL NOT MORTGAGE OR CREATE CHARGE

After the Promoter executes this Agreement he 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 who has taken or agreed to take such Apartment/Building. During the period of construction or before that, the promoter may raise such finance or obtain construction Finance as may be required but without creating any liability on Allottees.

20. APARTMENT OWNERSHIPACT

The Promoter 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 Promoter showing compliance of various laws/regulations as applicable in the State of West Bengal.

21. BINDING EFFECT

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

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, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said apartment.

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 Transferee 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 Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee

in not making payments as per the Payment Plan including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Promoter in the case of one Allottee shall not be construed to be a precedent and /or binding on the Promoter to exercise such discretion in the case of other Allottees.

Failure on the part of the 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 has to make any payment, in common with other Allottee(s) in Project, the same shall be the proportion which the area of the Apartment bears to the total 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 additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

29. PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, in _____ after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the 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 and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by Registered Post at their respective addresses as mentioned in the agreement or through email.

It shall be the duty of the Allottee and the promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the promoter or the Allottee, as the case may be.

31. JOINT ALLOTTEES

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

32. GOVERNING LAW

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

33. DISPUTE RESOLUTION

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled under the Arbitration & Conciliation Act, 1996

The additional terms and conditions mention hereunder are as agreed between the Promoter and the Allottees of the project, the same are not in derogation of or inconsistent with the terms and conditions of the said Act.

[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. ADDITIONAL TERMS AND CONDITIONS:

The Allottees prior to execution of the Deed of Sale nominates his/her/their provisionally allotted apartment unto and in favour of any other person or persons in his/her/their place and stead, the Allottees may do so with the permission of the Promoter subject to payment of administrative charges to the Promoter @ Rs. 250/- per sq ft. of saleable area of the Unit and subject to fulfilment of terms and conditions of the

said Nomination.

The Allottees agrees and understands that all the standard fitting, interiors, furniture, kitchenette and fixtures and dimension provided in the brochure, leaflet, video, promotion campaign, show/model

residential Apartment exhibited at the site, if any, only provides a representative idea and the actual Apartment agreed to be constructed will be as per specifications mentioned in this agreement in Schedule-D and the same may not include the fittings and fixtures of the brochure, leaflet, video, promotion campaign, model Apartment and even if such fittings and fixtures are provided they may vary as to brand, make, model, colour, shade, shape and appearance from the ones provided in the brochure, leaflet, video, promotion campaign, model Apartment and the Allottees shall not be entitled to raise any claim for such variation.

Notwithstanding anything contained herein, by the execution of this Agreement the Allottees has/have provided and hereby and hereunder confirm(s) his/her/its/their consent to the Promoter to/for the creation of any mortgage, security, charge or other encumbrances over and in respect of the Said Land and/or the Building and/or any part or portion thereof in favour of any bank and/or financial institution providing loan and/or financial assistance to the Promoter for the purpose of development of the Project provided that no such mortgage, security, charge or other encumbrances shall in any manner affect the right, title and interest of the Allottees. For the avoidance of any doubt it is clarified that this Agreement by itself shall be treated as the written consent of the Allottees for creation of charge/ mortgage over any part or portion of the Said Land and/or the Building, and no separate consent of the Allottees shall be required for the said purpose.

In the event of the Allottees obtaining any financial assistance and/or housing loan from any bank/ financial institution the Promoter shall act in accordance with the instructions of the bank/ financial institution in terms of the agreement between the Allottees and the Bank/ financial institution, SUBJECT HOWEVER the Promoter being assured of all amounts being receivable for sale and transfer of the Apartment and in no event the Promoter shall assume any liability and/or responsibility for any loan and/or financial assistance which may be obtained by the Allottees from such bank/ Financial Institution.

In the event of any change in the specifications necessitated on account of any Force Majeure events or to improve or protect the quality of construction, the Promoter, on the recommendations of the Architect, shall be entitled to effect such changes in the materials and specifications provided the Promoter shall ensure that the cost and quality of the substituted materials or specifications is equivalent or higher than the quality and cost of materials of specifications mentioned in the Schedule

Promoter may also extend the Project in contiguous land in future wherein all the provisions of common facilities such as roads, gates, drainage, ingress and egress, sewerage, underground reservoir, pumps, club, gym, community/banquet hall and other amenities shall all be part of a common integrated development and some amenities and facilities may for the sake of convenience be relocated on such extended area. and

the Allottees shall not have any objection to it and further, the Allottees(s) hereby give consent to the Promoter that the Promoter shall have full right, title, interest to use and utilize the additional FAR in respect of the land which may be made available even after the Deed of Sale of the Apartment has been executed the Allottees(s) or any member of the Association shall not raise any objection of whatsoever nature for the same. The extra FAR sanctioned may necessitate some changes and/or modifications to the existing Sanctioned Plan in respect of the present project as well as the subsequent phases/projects to be constructed but it is hereby declared that so far as the present project or earlier completed phases of the entire project is concerned the additional FSI/FAR shall be achieved only by way of vertical extension over the existing building blocks. In future phases it can be utilized in the manner the Promoter decides. The Allottees is also notified that the Promoter may at any subsequent period undertake development of a separate Complex on land which is adjacent but not part of this project and in that case the Promoter may decide to provide for a passage way across this project and for this purpose the Promoter shall enter into an irrevocable License deed with the Owners of the Adjoining land which shall be perpetually binding upon the Apartment Owners of this project and their Association. The Promoter may extend the size of the project as presently envisaged by causing development of another Project/Phase on land contiguous to the present project whereupon the Promoter will be entitled to amalgamate the extended development by integrating it with this project with shared infrastructure and common facilities which means that the facilities available in this project will be available for use to residents of the extended Project/Phase and similarly the facilities in the extended Project/Phase shall be available for use by the Residents of the present Phases.

The Possession Date has been accepted by the Allottees. However, if the said Apartment is made ready prior to the Completion Date, the Allottees undertakes(s) and covenant (s) not to make or raise any objection to the consequent preponement of his/her /their/its payment obligations, having clearly agreed and understood that the payment obligations of the Allottees are linked inter alia to the progress of construction, and the same is not a time linked plan.

The right of the Allottees shall remain restricted to his/her/their respective Apartment and the properties appurtenant thereto and the Allottees shall have no right, title or interest nor shall claim any right, title or interest of any kind whatsoever over and in respect of any other Apartment or space and/or any other portions of the Project. The Promoter shall at all times be entitled to deal with and dispose of all other apartments, units, parking spaces/facilities, constructed unsold/un-allotted apartments, car parking spaces which are not earmarked for the common use, and any other constructed spaces/portions of the Project in favour of third parties at such consideration and its sole discretion, which the Allottees hereby accepts and to which the Allottees, under no circumstances, shall be entitled to raise any objection.

In the event of cancellation of allotment The balance amount of money paid by the Allottees (other than Taxes paid by the Allottees and/or stamp duty and registration charges incurred by the Allottees) shall be returned by the Promoter to the Allottees without interest, out of the amounts received by the Promoter against sale of the Designated Apartment to any other interested person. Further in case of a falling market the amount repayable will be further reduced by the extent of the difference in amount receivable on a fresh sale of the Apartment to another buyer and the Purchase Price of the Allottees if the current Sale Price is less than the Purchase Price. The Allottees shall prior to receipt of refund on the above account from the Promoter, at his own costs and expenses, execute all necessary cancellation related documents required by the Promoter.

The Promoter has informed and the Allottees is aware that in the Project there are several kind of car parking spaces such as covered/ independent covered/ dependent covered/ basement parking/ open to sky surface parking/ mechanical parking - puzzle or stack / dependent back to back parking facilities will be available in the Project. Therefore for better understanding, management and discipline amongst Allottees of the Project, the Promoter shall as per approved plan specifically mark /tag each of the parking spaces with the apartments for which the same is being identified and the same shall be binding to all the Allottees.

That the Allottee/s will obtain his/her/their/its own independent electric connection from the WBS&EDCL and the connection charges, security deposit, as well as the electric consumption bill will be paid by the Allottee/s, the Promoter shall have no responsibility or any liability in this respect. Moreover the Allottee/s shall also pay the proportionate charges to the Promoter along with other incidental and connected charges in case the Promoter have applied for a transformer for the complex for their electric requirements.

However, in case the WBS&EDCL fails and/or delays in providing individual electricity meter to the Allottees of the Apartments of the said Project and/or provide HT connection to the said Project, in that event the Promoter/Maintenance Agency shall provide electricity to Allottees. The Allottees shall be liable to make payment of Electricity Consumption charges as per the bills to be raised by the Promoter or the Maintenance Agency on the basis of electricity consumption recorded in the Electricity Sub-Meter to be provided to the Allottees by the Promoter or Maintenance Agency. The rate of such electricity consumption shall be in accordance with the rate applicable for procurement of electricity by the Promoter or Maintenance Agency, as the case may be, together with cost of transmission loss and applicable charges for distribution of the electricity to individual Allottees and the Allottees shall not raise any objection about rate charges for providing such services.

If due to any act, default or omission on the part of the Allottees, the Promoter is restrained from construction of the Project and/or transferring and disposing of the other Apartments in the Project then

and in that event without prejudice to the Promoter's such other rights the Allottees shall be liable to compensate and also indemnify the Promoter for all loss, damage, costs, claims, demands, actions and proceedings that may be suffered or incurred by the Promoter.

The Promoter will not entertain any request for modification in the internal layouts of the Apartment or the Blocks. In case the Allottees desires (with prior written permission of the Builder) to install some different fittings /floorings on his/her/their own within the Apartment booked, he/she/they will not be entitled to any reimbursement or deduction in the value of the Apartment. For this purpose, in only those cases where the Allottees has made full payment according to the terms of payment, at its sole discretion, the Builder may subject to receipt of full payment allow any Allottees access to the Apartment prior to the Possession Date for the purpose of interior decoration and/or furnishing works at the sole cost, risk and responsibility of such Allottees provided that such access will be availed in accordance with such instructions of the Promoter in writing and that the right of such access may be withdrawn by the Promoter at any time without assigning any reasons.

The Allottees knows that some reduction in carpet area may happen due to plastering but the same may be limited to 3% of floor area and the Allottees shall not raise any claim against the Promoter within this limit.

The Allotment is personal and the Allottees shall not be entitled to transfer, let out, alienate the Apartment without the consent in writing of the Promoter PROVIDED HOWEVER after the full payment of the entire price and other amounts and registered conveyance the Allottees shall be entitled to let out, grant, lease and mortgage and/or deal with the Apartment for which no further consent of the Promoter shall be required. All the provisions contained herein and the obligations arising hereunder of the Project shall equally be applicable to and enforceable against any subsequent Transferee of the Apartment in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.

The Allottees shall be liable to pay all Tax, impositions, Khazna etc. in respect of the said Apartment from the date of issuance of Completion Certificate by the competent authority.

The Promoter shall take necessary steps for formation of an Association of Allottees as contemplated as per law in accordance with the provision of West Bengal Apartment Ownership Act, 1972. The Allottees of the project shall compulsory become a member of the said Association and apart from the said Association, the Allottees/s should not form or become member of any other Association. The Allottees is obliged to and will necessarily sign all applications, declarations, and relevant documents as may be required for formation of the said Association of Allottees, as and when required.

The cost of maintenance of Apartment and Car Parking space will be paid/borne by the Allottees from the date of obtaining completion

certificate till handover of maintenance of the project to the association of Allottees and thereafter to the association of Allottees. The Allottees shall before taking possession of the apartment pay @ Rs._____per sq. ft. on the built-up area of the apartment together with applicable GST towards cost of such maintenance of the Apartment for the initial period of one year. The Allottees shall also pay @ Rs._____per month per car parking space, allotted to the Allottees, if any together with applicable GST. The Allottee shall additionally pay @Rs._____lump sum per apartment towards Sinking/Corpus Fund. Maintenance Expenses shall mean and include all expenses for the maintenance, management, upkeep and administration of the Common Areas and Installations and for rendition of services in common to the Allottees and all other expenses for the common purposes to be contributed borne paid and shared by the Allottees of the said Project including those mentioned hereunder. Promoter for providing the maintenance services of the project will be entitled to the administrative charges of 15% of maintenance expenses/charge. However, the first year maintenance charges as mentioned herein are inclusive of the aforesaid administrative charges.

- Establishment and all other capital and operational expenses of the Association / organisation including the office expenses incurred for maintaining the office thereof.
- All charges and deposits for supplies of common utilities.
- All charges for the electricity consumed for the operation of the common machinery and equipment and lighting.
- Cost of operating the fire fighting equipment's and personnel, if any.
- All expenses for insuring the New Building and/or the common portions, inter alia, against earthquake, fire, mob violence, damages, civil commotion etc.
- All costs for maintaining, operating, replacing, repairing, white-washing, painting, decorating, re-decorating, re-constructing, lighting and renovating the common portions, including the exterior or interior (but not inside any Apartment) walls of the New Building/s.
- All expenses for running and operating all machinery, equipment's and installations comprised in the common portions, including lifts, pumps, generator, water treatment plant, Firefighting equipment, CCTV, EPABX, water pumps etc. and other common installations including their license fees, taxes, cost of repair, replace or renovate and other levies (if any) and all the lights of the common area.
- All expenses required to be incurred on account of renewal of NOCs, Licence and AMC for all equipment, machineries and lifts

installed in the project, save and except AMC for mechanical car parking spaces allotted to the Allottees/s.

- Municipal tax, multi-storeyed building tax, water tax and other levies in respect of the New Building/s save those separately assessed for the said Apartment of Allottees.
- Creation of sinking fund for replacement, renovation and other periodic expenses of equipment's.
- The salaries, bonus and other emoluments of and all other expenses of the staff to be employed for the common purposes, viz. Manager, Clerks, Security personnel, Sweepers, Plumbers, Electricians etc. including perquisites, bonus and other emoluments and benefits.
- All the fees and charges payable to the agency, if appointed for the looking after the maintenance services including all the statutory taxes.
- Cost of working and maintenance of sewage treatment plant and community centre.
- Cost of working and maintenance of gardens and internal roads.
- Cost of working and maintenance of roof gardens.
- Cost of pest control, telephone, conveyance, printing and stationery and any other miscellaneous expenses.
- All other expenses and/or outgoings as are incurred for the common purposes.
- All kinds of puja subscription, recreation expenses, common entertainment expenses incurred with joint consent of all and is common in nature.

That the Promoter, have estimated the cost for first year maintenance charges, as per present indexation and on thumb rule basis, as such it shall not have any obligation to submit any account with regards to said maintenance charges to the Allottees. However, neither the Promoter shall ask for any extra amount on that account, for the said period, nor the Allottees shall ask for any deduction for the same. In case the Promoter is required to maintain the said Project beyond the said period, the Promoter shall provide and maintain the essential services in the said Project and the Allottees shall be liable to pay to the Promoter the charges for such maintenance as fixed by the Promoter i.e. actual cost plus 15% administrative charges.

It is clarified that the defect liability responsibility of the Promoter shall not cover defects, damage, or malfunction resulting from (i) misuse (ii) unauthorised modifications or repairs done by the Apartment Owners or its nominee/agent, (iii) cases of force majeure (iv) failure to maintain the amenities/equipment's (v) accident and (iv) negligent use. Provided that where the manufacturer warranty as shown by the Promoter to the Allottees ends before the defect liability period and such warranties are covered under the maintenance of the said apartment / building/ phase wing and if the annual maintenance contracts are not done/renewed by the Allottees, the Promoter shall not be responsible for any defects occurring due to the same. The Project as a whole has been conceived, designed and constructed based on the commitments and warranties given by the Vendors/Manufacturers that all equipment, fixtures and fittings shall be maintained and covered by maintenance / warranty contracts so as it be sustainable and in proper working condition to continue warranty in both the Apartments and the Common project amenities wherever applicable. The Allottees has been made aware and the Allottees expressly agrees that the regular wear and tear of the Apartment/Building/phase/wing excludes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature of more than 200 centigrade and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect. It is expressly agreed that before any liability of defect is claimed by or on behalf of Allottees it shall be necessary to appoint an expert who shall be a nominated surveyor to be nominated by the Architect of the said project, who shall survey and assess the same and then submit a report to state the defects in material used in the structure of the Apartment and in the workmanship executed.

That Allottees shall not have and/or claim any right of whatsoever nature over the ultimate roof of the Lift Machine Room / Overhead Tank/Stair Head Room of the newly constructed buildings in the said project 'SHUBHDEEP NOVILA' and the Promoter shall have exclusive right over the same to install Hoardings/Neon Sign, Bill Boards / Advertisements etc. on the same or on the facade or terrace of the building or a portion of the boundary wall and shall be entitled to all the revenue out of the same, however, Promoter shall only be liable for the payment of all the necessary electricity, any or all statutory charges, taxes, levies and outgoings, as may be imposed by the authority/ authorities for the same.

That on and from the date of possession of the said Apartment, the Allottees shall:

- a. Co-operate in the management and maintenance of the said project 'SHUBHDEEP NOVILA'.
- b. Observe, comply and abide by the rules framed from time to time by the Promoter and subsequently by the Association, after the same is

formed, for the beneficial common use and enjoyment of the common areas, amenities and facilities provided in the said project.

- c. Pay and bear the proportionate share of the expenses to be incurred in common to the Promoter, until formation of the Association including the GST.
- d. The Allottees shall regularly and punctually make payment of the Maintenance Charges without any abatement and/or deduction on any account whatsoever or howsoever and in the event of any default the Allottees shall be liable to pay interest @2% per mensem on the due amounts and if such default shall continue for a period of three months then and in that event the Allottees shall not be entitled to avail of any of the facilities, amenities and utilities provided in the "Said Project" and the Promoter/Association as the case may be, shall be entitled to take the following measures and the Allottees hereby consents to the same:
 - i) to discontinue the supply of electricity to the "Said Apartment".
 - ii) to disconnect the water supply
 - iii) not to allow the usage of lifts, either by Allottees, his/her/their family members, domestic help and visitors.
 - iv) to discontinue the facility of DG Power back-up
 - v) to discontinue the usage of all amenities and facilities provided in the said project 'SHUBHDEEP NOVILA' to the Allottees and his/her/their family members/guests.
 - vi) the Promoter / Association as the case may be shall be having lien on the "Said Apartment" for such unpaid amount of Maintenance Charges.
- e. The above said discontinuation of some services and facilities shall not be restored until such time the Allottees has made payment of all the due together with interest accrued at the aforesaid rate, including all costs charges and expenses incurred till then by the Promoter/Association to realize the due amount from the Allottees.
- f. Use the said Apartment for residential purpose only.
- g. Use the allocated car parking space or permit the same to be used for any other purpose whatsoever other than parking of its own car/cars. In case the Allottees is provided facility of parking which is inter-dependent such as Back to Back, Stack/Puzzle parking with any other parking facility in the whole complex or any part thereof then the Allottees shall co-operate for the ingress and egress of car of the other Apartment owner of such facility or any other Co-owners in the Project.
- h. Pay monthly maintenance charges in respect of car parking spaces allotted, if any.

- i. Pay/borne AMC in respect of mechanical car parking space allotted, if any.
- j. Use all path, passages, and staircases for the purpose of ingress and egress and for no other purpose whatsoever, unless permitted by Promoter or the Association, upon formation, in writing.
- k. Not to obstruct the lobbies, entrance, stairways, pathways and keep them free for ingress and egress.
- l. Not to sub-divide the Apartment and Car Parking Space under any circumstances.
- m. Not throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse in the common area save at the provisions made thereof.
- n. Not do or permit anything to be done which is likely to cause nuisance or annoyance to the occupants of the other apartments in the New Building and/or the adjoining building/s.
- o. Not to place or cause to be placed any article or object in the common area.
- p. Not to injure, harm or damage the Common Area or any other Apartments in the New Building by making any alterations or withdrawing any support or otherwise.
- q. Not to park any vehicle, in the said project, unless the facility to park the same is obtained and/or acquired by Allottees.
- r. Not to make any addition, alteration in the structure of the building, internally within the Apartment or externally within the project, and shall not change the location and/or design of the window and balcony grills (provided by the Promoter) and also shall not change the colour of the balcony/verandah, which is part of the outside colour scheme of the building / elevation, duly approved and finalized by the architect of the project.
- s. Not to slaughter or permit to be slaughtered any animal and/or bird nor do any act deed or thing which may hurt or injure the sentiments of any of the other Apartment Owners and/or occupiers of the said project.
- t. Not to keep in the said Apartment any article or thing which is or might become dangerous, offensive, combustible, inflammable radioactive or explosive of which might increase the risk or fire or explosion or in any way injure by percolation, corrosion or otherwise cause damage to the said Apartment and/or any other Apartment in the said project.
- u. Not to allow the watchmen, driver, domestic servants or any other person employed by the Allottees or his Agents to sleep or squat in the common passage / lobby / terrace / corridors / lift room/garden etc.

- v. Not to keep or harboured Bird or animal in the common areas of the Project. In no event shall dogs and other pets be permitted on elevators or in any of the common portions of the Project unless accompanied.
- w. Not to Change/alter/modify the names of the Project.
- x. Not to keep in the said Apartment any article or thing which is or might become dangerous, offensive, combustible, inflammable radioactive or explosive of which might increase the risk of fire or explosion or in any way injure by percolation, corrosion or otherwise cause damage to the said Apartment and/or any other Apartment in the said project.
- y. Not to close or permit the closing of Verandahs or lounges or balconies or lobbies and common parts and also not to alter or permit any alteration in the elevation and outside colour Scheme of the exposed walls of the Verandahs, lounges or any external walls or the external doors and windows including grills of the 'Said Apartment' which in the opinion of the Promoter / Association differs from the colour scheme of the building or deviation or which in the opinion of the Promoter / Association may affect the elevation in respect of the exterior walls of the said building.
- z. 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.
- aa. Not to use the said Apartment or permit the same to be used for any purpose whatsoever other than residential purpose and shall not use for the purpose which may or is likely to cause nuisance or annoyance to occupiers of the other portions of the said building or to the Owners and occupiers of the neighbouring premises or for any illegal or immoral purpose or as a Boarding House, Club House, Nursing Home, Amusement or Entertainment Centre, Eating or Catering Place Dispensary or a Meeting Place or for any commercial or industrial activities whatsoever and similarly shall not keep in the parking place, if allotted, anything other than private motor cars or motor cycles and shall not raise or put any kutcha or pucca construction grilled wall/enclosures thereon or part thereof and shall keep it always open as before, dwelling or staying of any person or blocking by putting any articles shall not be allowed in the car parking space.
- bb. Not to use the allocated car parking space or permit the same to be used for any other purpose whatsoever other than parking of its own car/cars.
- cc. Not to encroach upon any portion of the land or building carved out by the Promoter for the purpose of road, passage, landings, stairs or other community purposes and in the event of encroachments, the 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.

- dd. The Allottee/s shall be entitled to fix Air Conditioning equipment in the Apartment without damaging the outer walls of the said complex and without changing or damaging the external façade of the building in any manner whatsoever. 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 Promoter or the Apartment Owners' Association. The outdoor unit should not generate extra noise, it should be of silent type. It is preferred to use composite VRF air conditioning units for each apartment instead of multiple singular units for an apartment.
- ee. 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.
- ff. Not to let out or part with possession of the Car/Two-wheeler(s) Parking Space excepting as a whole with the said Apartment to anyone else, or excepting to a person who owns an Apartment in the building and the Allottees will give an undertaking and sign a document of adherence that the Car Parking space will be used only for the parking of cars.
- gg. Not to encumber the said Apartment in any manner, except for raising the housing loan from any reputed financial institute or bank, for payment of the consideration price under this agreement, prior to registration of conveyance deed for the said Apartment in favour of the Allottees.
- hh. Use the Community/Banquet Hall for small functions of their families or for the meeting of Apartment Owners or for the use of any function / meeting by all the Apartment Owners of the project. Although the Community/Banquet Hall will be provided with a Pantry/Kitchen, however, it shall be used only for warming of the pre-cooked food or final dressing of the food etc. and for the safety purpose, in no circumstances, the full-fledged cooking shall be allowed. Not to use the Community/Banquet Hall for weddings/religious festivals, or any ceremonial rite that require lighting up of a fire /spraying of colour/sacrifice of animals. Not to use or permit the use of any loud speakers beyond the time limit and confines of the Community/Banquet Hall. Not to use the said hall, and any other covered/ enclosed area of the said project for sprinkling or spraying of colour and paints/lighting up of fire /sacrifice of animals during any festival, but to celebrate the same, in the outdoor areas of the premises, if and as may be allowed by the Promoter/ Association as the case may be, and only in the area as

may be designated by them, provided however, that such celebrations shall not continue beyond the time specified as per local municipal laws and police permissions and music, if any played, will be within tolerable limits as per laws with due permissions from concerned authorities, so as no objection is raised from any other occupants.

- ii. To strictly follow and adhere, to the rules and regulations and/or terms and conditions as may be decided by the Promoter and/or the Association with regard to the usage and timings fixed, in respect of facilities and amenities provided in the project, in particular, the Community/ Banquet Hall, the Club Area, Swimming Pool, club area, and Gymnasium. To pay for, in case of exclusive use of the community/banquet hall, kitchen and electricity charges, as may be fixed or determined by the Promoter/ Association from time to time.
- jj. To ensure that all interior work of furniture, fixtures and refurbishing of the said Apartment, or any repairs or renewals thereto, is carried out during daylight hours only, without creating noise beyond tolerable limits, so as not to cause discomfort or inconvenience to other Co-Allottees.
- kk. That the Allottee/s agrees and undertakes to co-operate with the 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 Promoter may require for the purposes of safeguarding the interest of the occupants of the said complex
- ll. That the Allottee/s shall always observe the rules and regulations as framed by the Promoter and/or the organization / agency / association / holding.
- mm. That the Allottee/s shall always abide and co-operate in the management and maintenance of the said building complex/project.

OTHER ADDITIONAL POINTS

- (i) That several factors are beyond the Promoters purview and are subject to external conditions like choice of neighbours / natural air passage & circulation / outside views from the flat and otherwise / adjacent building / external noise etc and the allottee confirms having understood the same and purchased the apartment and shall not raise any such disputes or issues in future with regard to such external and consequential factors
- (ii) That the Flat layout only represents options as to how the apartment may be used. No furniture is provided with the apartment, it only depicts a typical layout plan.
- (iii) That during the development of the project, the Promoter is free to enter into any Joint Venture / Joint Development Agreement with any third party and the intimation thereof may be given to the allottees within

thirty (30) days of entering into any such agreement however, the terms and conditions of this agreement to sale shall continue and be binding upon such new third parties which may enter into any agreement with the promoter for the development of the project.

FACILITY MANAGEMENT COMPANY / AGENCY

(i) By executing this Agreement, the Allottee/s agree/s and consent/s to the appointment by the 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 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 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 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 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 Promoter or appoint a new facility management company as it may deem fit. It is further expressly understood that the 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 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 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

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 Promoter/Facility Management Company and other Allottee/s in this regard.

CLUB HOUSE:-

- i. That the Allottees 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
- ii. 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.
- iii. That Club House shall also include chargeable amenities and facilities to which the occupants of these presents shall have no free access at all.
- iv. That the amenities such as Swimming Pool, Gym, Games Room, Activity room / area 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.
- v. 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.
- vi. 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 bound 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 amount

34.24 STAMP DUTY AND REGISTRATION CHARGES

The charges towards Stamp Duty and Registration fees of Apartment shall be borne by the Allottee/ Promoter after mutual discussions.

35. VALUATIONS :

As per norms and as per requirements of law current government valuation of the said unit along with servant quarters / parking space etc shall be obtained from the concerned Sub-Registrar office in the name of one of the Allottee(s) and the said valuation along with money receipt

for booking amount will be enclosed along with this agreement and shall form part of the agreement.

36. JURISDICTION :

This agreement is executed in Siliguri within the appellate jurisdiction of the High Court at Calcutta, Circuit Bench at Jalpaiguri, and only the courts situated within the above jurisdiction shall have jurisdiction in all matters relating to or arising out of this agreement, including arbitration proceedings etc.

DISCLAIMER

The actual implementation of the West Bengal RERA is still evolving being a new act, hence the provisions may undergo certain changes in terms of practical implementation during execution of the projects hence, certain provisions of the Draft Agreement for Sale may be altered / amended / modified to suit the ground realities and all such changes shall be duly informed to the authorities concerned as per provisions of law and the rules

SCHEDULE "A"

PART I

(DESCRIPTION OF THE PROJECT LAND)

All that piece and parcel of land measuring 47.68 Kathas appertaining to and forming part of R.S. Plot No. 258, Recorded in R.S. Khatian No. 582, R.S. Sheet No. 8, corresponding to L.R. Plot No. 7, Recorded in L.R. Khatian No. 2, L.R. Sheet No. 20, J.L. No. 02, Pargana Baikunthapur, situated within Mouza Dabgram, within the jurisdiction of Siliguri Municipal Corporation Ward No. 41, Police Station Bhaktinagar, Dist. Jalpaiguri in the State of West Bengal with SMC Holding No. 478/1963/1 by virtue of three registered Deeds of Conveyances (Sale) executed by M/s Siliguri Tea Warehousing (P) Ltd., all dated 10.08.1998, being Nos. I-2621, I-2622 and I-2623 all for the year 1998, all registered in the Office of the Sub Registrar Rajganj in Book No._Voucher No._Pages from_to_.

That the R.S. Khatian No. in the said conveyances was mistakenly written as '540' instead of '582' and the same was duly rectified vide three registered Deeds of Declaration dated 30.11.2005, being Nos. I-4686, I-4687, I-4688, all for the year 2005 and the same were registered in the Office of the District Sub Registrar Jalpaiguri.

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

On the North: Land of Paresh Chandra Talukdar (Talukdar Saw Mill)

On the South: SMC Road and Sold land of M/s Siliguri Tea Warehousing (P) Ltd.

On the East: Hotel Tourist Inn

On the West: Land in Possession of Narayan Prasad Tambakuwala (Sagar Service Station)

Continued to next page....

SCHEDULE "A"-II

PART II

(DESCRIPTION OF THE APARTMENT/UNIT/FLAT)

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

PROJECT "SHUBHDEEP NOVILA"

FLAT NO. "....."

FLOOR.....FLOOR

TOWER NO.

FLAT INCLUDING SERVANT QUARTER MEASURING

CARPET AREA SQUARE FEET

BUILT UP AREA SQUARE FEET

SUPER BUILT UP AREA SQUARE FEET

TOGETHER with Right to Park medium size road worthy Car in the ground floor Car Parking measuring Sq.Ft. being Parking No 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 .

SCHEDULE "B"

PRICE

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

PARAMETERS

AMOUNT (Rs.)

A. Sales Consideration:

B. Extra Work

C. .

D. .

Add : Applicable Taxes (GST)

TOTAL PRICE

SCHEDULE "C"

(PAYMENT SCHEDULE AND MANNER OF PAYMENT)

SL. NO.	CONSTRUCTION MILESTONE	PERCENTAGE OF CONSIDERATION
1	Application / Booking.	10%
2	Within 15 days from date of Execution of Agreement	20%
3	Completion of foundation work	20%
4	On 2 nd floor casting	7.5%
5	On 4 th floor casting	7.5%
6	On 6 th Floor casting	7.5%
7	On commencement of brick work	7.5%
8	On commencement of floor work	7.5%
9	On commencement of Electric wiring	7.5% + 50% of EDC (if any)
10	On Possession.	5% + 50% of EDC (if any) + Advance Maintenance Deposit, Sinking Fund, all taxes, all charges and any balance

Note:

1. All amount payable above to be paid together with applicable GST and other statutory charges payable from time to time.
2. The Promoter has clarified and the Allottees has agreed that after booking of an Apartment, the Allottees shall be liable to make payment as per the Demand to be raised by the Promoter in terms of this Agreement.
3. 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)% P.M.
4. The Promoter has the discretion to raise invoices for the milestones which has been completed / achieved irrespective of sequences of milestones.
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 instalment of Total Consideration amounts due and payable to Promoter through an account payee cheque/demand draft drawn in favour of the Promoter.
6. If any of the payment cheques/banker's cheque or any other payment instructions of/by the Allottee/s is/are not honoured for any reason whatsoever, then the same shall be treated as default under this agreement and the Promoter may at its option be entitled to exercise the recourse available thereunder. Further, the Promoter may, at its sole discretion, without prejudice to its other rights, charge a payment dishonour charge and administrative charge of Rs. 5,000/- (Rupees five thousand only) for dishonour of a particular payment instruction for first instance and for second instance the same would be Rs.10,000/- (Rupees ten 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.

SCHEDULE "D"

(SPECIFICATIONS OF THE APARTMENT/UNIT)

Elevation / Structure : RCC foundation & Framed structure as per IS Code

Floors : Virtrified tiles/wooden floor in bedrooms
imported Marble / equivalent Tiles in Living, Dining, Kitchen. Anti-Skid Tiles in Toilets and Balcony

Doors & Windows : Main Door – laminated flush door with night latch and eye piece, Internal Doors – plain flush doors with door locks. Windows shall be anodized aluminium powder coated with glass panes.

Kitchen : Granite platform with honed edges, stainless steel sink with drainage, Dado tiles upto 2 ft. above the platform, electrical points for refrigerator, water purifier, exhaust fan, microwave, provision for installing electrical chimney

Toilets : Sanitary ware with wall hanging modern design, glazed tiles on the wall upto door height, modern luxurious CP fittings, electrical points for geyser and exhaust fan, plumbing provision for hot and cold water line.

TV Point : TV points shall be provided in Master Bedroom and Living Hall, with provision for wire to home connection.

Electrical : PVC conduit concealed pipe with copper wiring with central MCB/RCB, premium modular switches, with ample necessary electrical points / output sockets across the apartment.

Generator : Full power backup for common areas, lifts, pumps, common lighting etc and sufficient necessary power backup for flats to run basic lights, fans etc.

Water Supply : Treated water supply through filtration plant

Wall finish : External wall shall painted with weather coat emulsion /acrylic paint as per design façade, Internal walls shall be made with conventional bricks with cement putty

Lift / Elevator : 2 high speed modern elevators per block, fitted with modern rescue cum security features

Fire Fighting : Modern Fire fighting systems with alarm and sprinklers in common areas

Intercom : Intercom Connection for each apartment shall be provided connected through a centralised equipment

Video Door Phone : Video Door phone in each apartment shall be provided

- Smart Home System** : Master Bed-room & living room to be basic smart home system enabled of standard make
- Air Conditioning** : Pre-fitted ledge for fitting A/c shall be provided in each apartment. (Preferred and recommended to instal single VRF units instead of multiple outdoor units)
- Staircase & Floor Lobby** : Good quality granite in staircase, granite / vitrified tiles in each floor lobby, SS Grill railing in the staircase
- Ground Lobby** : Imported Marble with inlay work, lift wall panel clad in imported marble, well decorated lobby with reception desk
- Security** : CCTV in main entrance and common areas, emergency alarm in each flat, access control in club and common areas
- Internet** : Wifi enabled complex (common areas to have wifi setup)
- EV Car Charging** : Common and shared EV Car charging points in the car parking space. One each in each block.

SCHEDULE "E"
COMMON FACILITIES

1. Driveway	2. Security Room
3. Entrance lobbies	4. Sewerage Treatment Plant (if required to be installed as per law)
5. Common toilets in the ground floor or in other area in the building	6. Staircases and such other commons areas earmarked for Common use
7. Electrical Meter rooms	8. Deep Tube well
9. Overhead Water Tank	10. Water Treatment Plant
11. Underground Water Reservoir	12. Intercom
13. Staircase Overhead	14. Electrical installations
15. Lift Machine Rooms	16. Lifts
17. Drainage & sewage lines	18. Firefighting system
19. Surveillance facility with CCTV on ground floor common areas	20. Play Courts
21. Distribution pipes all around the complex	22. DG Generator sets and control panels for optimum Power Backup for common area as well as flats (subject to a maximum of _____KVA per flat).
23. Sufficient project illumination through compound and street lighting inside the complex	24. Energy efficient LED lightning in common areas
25. Landscape Lawn	26. Kids Play Zone / Indoor Games Room
27. Banquet hall	28. Mini Theatre
29. Boundary wall and entrance gate	30. Swimming Pool & Kids / Plunge Pool
31. Jacuzzi / Steam / Sauna / Spa Room	32. Guest Room in Club House
33. Club House & its amenities	34. Roof top garden
35. Amphitheatre	36. Party Lawn with BBQ Zone
37. Yoga Deck & Gymnasium	38. The 'Said Land'
39. Such other common parts, areas and equipment, installations, fixtures and fittings 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.	

SCHEDULE "E"
FLOOR PLAN OF APARTMENT

IN WITNESSES WHEREOF all the Allottee/s 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.

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

SIGNED AND DELIVERED BY THE WITHIN
NAMED PROMOTER:

Signature:

Affix
Photograph
and Sign Across

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

(1) Signature:

Affix
Photograph
and Sign Across

(2) Signature:

Affix
Photograph
and Sign Across

At on in the presence of:

WITNESSES:

1. Signature:

Name:

Address:

2. Signature :

Name:

Address: