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AGREEMENT FOR SALE

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

BETWEEN

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

AND

1. **SRI PRAKASH MUNDRA**, son of Sri Prayag Chand Mundra, having **PAN : AWUPM8811D**,
2. **SRI RAVI MUNDRA**, son of Sri Prayag Chand Mundra, having **PAN : AVEPM3227G**,
3. **SRI RAJ KUMAR MUNDRA**, son of Late Ramswarup Mundra, having **PAN : AEPPM3931B**,
4. **SRI PRADEEP KUMAR MUNDRA**, son of Late Ramswarup Mundra, having **PAN : AETPM2329F**,
5. **SRI KARAN MUNDRA**, son of Late Krishan Kumar Mundra, having **PAN : AXMPM2801L**
6. **SRI SUDARSHAN MUNDRA**, son of Sri Raj Kumar Mundra, having **PAN : AWZPM4342C**,
7. **SRI ARJUN MUNDRA**, son of Sri Pradeep Kumar Mundra, having **PAN : AVXPM2630G**,
8. **SMT. RITU MUNDRA**, wife of Sri Prakash Mundra, having **PAN : ALDPM9921E** and,

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9. **SMT. REKHA MUNDRA**, wife of Late Krishan Kumar Mundra, having PAN : **AWTPM1288M**, all are Hindu by Religion, Indian by Nationality, Business by Occupation, Nos. 1, 2 and 8 are Resident of Mundra Building, Upper M.G. Marg, Gangtok Municipal Corporation, P.O. Gangtok, P.S. Sadar Thana, Pin Code-737101, District East Sikkim, in the State of Sikkim, No. 5 is Resident of Lumina Apartment, Uttorayon, Matigara, P.O. and P.S. Matigara, Pin Code-734010, District Darjeeling, in the State of West Bengal, No. 9 is Resident of Sevoke Road, P.O. Sevoke Road, P.S. Bhaktinagar, Pin Code-734001, District Jalpaiguri, in the State of West Bengal, No. 3 and 6 are Resident of 655, Sector-7/B, Faridabad, P.O. and P.S. Sector 7 Faridabad, Pin Code-121006, District Faridabad, in the State of Haryana and No. 4 and 7 are Resident of 8C, Amarjyoti, 10 Belvedere Road, P.O. Alipore, P.S. Alipore, Pin Code-700027, District Kolkata, in the State of West Bengal - Hereinafter **JOINTLY AND COLLECTIVELY** referred to and called as the **“VENDORS / SECOND PARTY”** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her/their heirs, executors, administrators, successors-in-interest and permitted an assigns) of the **SECOND PART**.

AND

RPK REALTY, a Partnership Firm, having PAN : **ABGFR9471F**, having its Office at Milestone Building, Shop No. 17, Basement Floor, 2nd Mile, Sevoke Road, P.O. Salugara, P.S. Bhaktinagar, Pin Code-734008, District Jalpaiguri, in the State of West Bengal, Represented by one of its **PARTNER, SRI KARAN MUNDRA**, son of Late Krishan Kumar Mundra, Hindu by Religion, Indian by Nationality, Business by Occupation, Resident of Lumina Apartment, Uttorayon, Matigara, P.O. and P.S. Matigara, Pin Code-734010, District Darjeeling, in the State of West Bengal - Hereinafter referred to and called as the **“PROMOTER / DEVELOPER / CONFIRMING PARTY / THIRD PARTY”** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its partners, executors, administrators, successors-in-interest and permitted an assigns) of the **THIRD PART**.

The Allottee/s, Vendors and Vendors shall hereinafter collectively be referred to as the

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“Parties” and individually as a “Party”.

A. The Vendors are the absolute and lawful co-owners of Vacant Land in total measuring about 54.5 Decimals or 0.545 Acre respectively, situated within Mouza Dabgram, appertaining to and forming part of R.S. Plot No. 128 corresponding to L.R. Plot No. 416, Recorded in R.S. Khatian No. 282/1, L.R. Khatian Nos. 1116, 1560, 1565, 1566, 1559, 1561, 1567, 1562, 1563, 1564, under R.S. Sheet No. 5, L.R. Sheet No. 4, J.L. No. 2, Pargana Baikunthapur, within the limits of WARD No. 42 of Siliguri Municipal Corporation, Sevoke Road, Police Station Bhaktinagar, District Jalpaiguri, in the State of West Bengal.

B. DEVOLUTION OF TITLE:-

I. WHEREAS one Laxmi Devi Mundra, wife of Late Ram Swarup Mundra, had purchased land measuring about 0.2725 Acre from J. Uttam Industries, a Partnership Firm, represented by its partner, Sri Dulichand Sethia, by virtue of a registered Sale Deed dated 05.03.1992, being Document No. I-1477 for the year 1992 and the same was registered in the Office of the Additional District Sub Registrar, Jalpaiguri.

AND WHEREAS, the abovenamed, Laxmi Devi Mundra had thereafter jointly with the adjacent land owner, Sri Prakash Mundra, son of Sri Prayag Chand Mundra, constructed a multistoried building, the plan prepared for which was approved by the appropriate authority, on the back side of their respective land measuring about 11 Decimals of each party.

AND WHEREAS the remaining vacant land measuring about 16.25 Decimals, i.e. (27.25 Decimals - 11 Decimals) was in absolute, khas and physical possession of the abovenamed Laxmi Devi Mundra.

AND WHEREAS, the abovenamed, Laxmi Devi Mundra thereafter died intestate leaving behind the following legal heirs:-

1. Sri Krishan Kumar Mundra - Son; (now deceased)
2. Sri Raj Kumar Mundra - Son;
3. Sri Pradeep Kumar Mundra - Son;

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4. Smt. Kavita Gattani - Daughter and;
5. Smt. Geeta Rathi - Daughter and they all jointly inherited the aforesaid property of their mother, Laxmi Devi Mundra as per the Hindu Succession Act, 1956.

AND WHEREAS in this manner, all the abovenamed legal heirs of Late Laxmi Devi Mundra, namely, Sri Krishan Kumar Mundra(now deceased), Sri Raj Kumar Mundra, Sri Pradeep Kumar Mundra, Smt. Kavita Gattani and Smt. Geeta Rathi became the joint owners of the aforesaid vacant land of their mother, Late Laxmi Devi Mundra i.e. land measuring about 16.25 Decimals, each of them having 1/5th (one-fifth) undivided share, as per the Hindu Succession Act, 1956.

AND WHEREAS the abovenamed Smt. Geeta Rathi thereafter gifted her entire aforesaid 1/5th undivided land measuring 3.25 Decimals unto and in favour of her brothers, Sri Krishan Kumar Mundra (now deceased) (0.542 Decimal), Sri Raj Kumar Mundra (0.542 Decimal) and Sri Pradeep Kumar Mundra (2.166 Decimal), vide a registered Deed of Gift dated 12.12.2015, being Document No. I-2816 for the year 2015, registered in the Office of the District Sub Registrar Jalpaiguri.

AND WHEREAS the abovenamed Smt. Kavita Gattani thereafter gifted her entire aforesaid 1/5th undivided land measuring 3.25 Decimals equally unto and in favour of her brothers, Sri Krishan Kumar Mundra (now deceased) and Sri Raj Kumar Mundra, vide a registered Deed of Gift dated 12.12.2015, being Document No. I-2817 for the year 2015, registered in the Office of the District Sub Registrar Jalpaiguri.

II. WHEREAS one Sri Prakash Mundra, son of Sri Prayag Chand Mundra, had purchased land measuring about 0.2725 Acre from J. Uttam Industries, a Partnership Firm, represented by its partner, Sri Dulichand Sethia, by virtue of a registered Sale Deed dated 05.03.1992, being Document No. I-1476 for the year 1992 and the same was registered in the Office of the Additional District Sub Registrar, Jalpaiguri.

AND WHEREAS the abovenamed Sri Prakash Mundra thereafter jointly with the adjacent land owner, Smt. Laxmi Devi Mundra (now deceased) constructed a multistoried building, the plan prepared for which was approved by the appropriate authority, on the back side of their respective land measuring about 11 Decimals of

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each party.

AND WHEREAS the abovenamed Sri Prakash Mundra thereafter gifted his undivided land 5.4167 Decimals, being one-third undivided share in the remaining aforesaid vacant land measuring about 16.25 Decimals to his mother, Smt. Pushpa Devi Mundra vide a registered Deed of Gift dated 19.11.2015, being Document No. I-7569 for the year 2015 and the same was registered in the Office of the Addl. District Sub Registrar Rajganj.

AND WHEREAS the abovenamed Sri Prakash Mundra thereafter also gifted his undivided land 5.4167 Decimals, being one-third undivided share in the aforesaid vacant land measuring about 16.25 Decimals to his brother, Sri Ravi Mundra a registered Deed of Gift dated 19.11.2015, being Document No. I-7570 for the year 2015 and the same was registered in the Office of the Addl. District Sub Registrar Rajganj.

III. WHEREAS the abovenamed Laxmi Devi Mundra thereafter gifted her one Residential Flat Premises having super built up area measuring about 2169 Sq.Ft. including one Servant Quarter at the Ground Floor in Block 'A' of the Multistoried Building constructed on said land measuring 22 Decimals together with proportionate undivided share in the land unto and in favour of her grandson Sri Arjun Mundra, son of Sri Pradeep Kumar Mundra, vide a registered Deed of Gift dated 24.01.2007, being Document No. I-1399 for the year 2007, registered in the Office of the Additional District Sub Registrar Rajganj, Jalpaiguri.

AND WHEREAS the abovenamed Laxmi Devi Mundra thereafter gifted her one Residential Flat Premises having super built up area measuring 2169 Sq.Ft. including one Servant Quarter at the First Floor in Block 'A' of the Multistoried Building constructed on said land measuring 22 Decimals together with proportionate undivided share in the land unto and in favour of her grandson Sri Karan Mundra, son of Krishan Kumar Mundra, vide a registered Deed of Gift dated 24.01.2007, being Document No. I-1403 for the year 2007, registered in the Office of the Additional District Sub Registrar Rajganj, Jalpaiguri.

AND WHEREAS the abovenamed Laxmi Devi Mundra thereafter gifted her one Residential Flat Premises having super built up area measuring 2169 Sq.Ft. including

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one Servant Quarter at the Second Floor in Block 'A' of the Multistoried Building constructed on said land measuring 22 Decimals together with proportionate undivided share in the land unto and in favour of her grandson Sri Sudarshan Mundra, son of Sri Raj Kumar Mundra, vide a registered Deed of Gift dated 24.01.2007, being Document No. I-1400 for the year 2007, registered in the Office of the Additional District Sub Registrar Rajganj, Jalpaiguri.

AND WHEREAS the abovenamed Sri Prakash Mundra thereafter gifted his one Residential Flat Premises having super built up area measuring 2169 Sq.Ft. including one Servant Quarter at the Ground Floor in Block 'B' of the Multistoried Building constructed on said land measuring 22 Decimals together with proportionate undivided share in the land unto and in favour of his mother Smt. Pushpa Devi Mundra (now deceased), wife of Sri Prayag Chand Mundra, vide a registered Deed of Gift dated 24.01.2007, being Document No. I-1401 for the year 2007, registered in the Office of the Additional District Sub Registrar Rajganj, Jalpaiguri.

AND WHEREAS the abovenamed Sri Prakash Mundra thereafter gifted his one Residential Flat Premises having super built up area measuring 2169 Sq.Ft. including one Servant Quarter at the First Floor in Block 'B' of the Multistoried Building constructed on said land measuring 22 Decimals together with proportionate undivided share in the land unto and in favour of his wife Smt. Ritu Mundra, wife of Sri Prakash Mundra, vide a registered Deed of Gift dated 24.01.2007, being Document No. I-1402 for the year 2007, registered in the Office of the Additional District Sub Registrar Rajganj, Jalpaiguri.

AND WHEREAS the abovenamed Sri Prakash Mundra thereafter gifted his one Residential Flat Premises having super built up area measuring 2169 Sq.Ft. including one Servant Quarter at the Second Floor in Block 'B' of the Multistoried Building constructed on said land measuring 22 Decimals together with proportionate undivided share in the land unto and in favour of his brother Sri Ravi Mundra, son of Sri Prayag Chand Mundra, vide a registered Deed of Gift dated 24.01.2007, being Document No. I-1398 for the year 2007, registered in the Office of the Additional District Sub Registrar Rajganj, Jalpaiguri.

AND WHEREAS in this manner the abovenamed;

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1. Sri Arjun Mundra;
2. Sri Karan Mundra;
3. Sri Sudarshan Mundra;
4. Smt. Pushpa Devi Mundra (now deceased);
5. Smt. Ritu Mundra and;
6. Sri Ravi Mundra, became the co-owners of aforesaid multistoried building together with proportionate undivided share in the land measuring 22 Decimals on which the said building was constructed. That all the abovenamed six co-owners for the better utilization and development and for their mutual common benefits have mutually agreed to demolish (later on demolished) the said entire multistoried building standing thereon each of them having 1/6th undivided share in the said now vacant land measuring 22 Decimals being about 3.6667 Decimals each, having permanent heritable, transferable and marketable right, title and interest therein.

AND WHEREAS the abovenamed Sri Ravi Mundra gifted his one Residential Flat Premises having super built up area measuring 2169 Sq.Ft. including one Servant Quarter at the Second Floor in Block 'B' of the said Building constructed on said land measuring 22 Decimals (11 Decimals + 11 Decimals) unto and in favour of his brother Sri Prakash Mundra, son of Sri Prayag Chand Mundra, vide a registered Deed of Gift dated 04.08.2020, being Document No. I-2986 for the year 2020, registered in the Office of the Additional District Sub Registrar Bhaktinagar. That subsequently the said Deed of Gift was cancelled and revoked vide a registered Deed of Cancellation of Gift dated 29.09.2021, being Document No. I-7317 for the year 2021 and the same was also registered in the Office of the Additional District Sub Registrar Bhaktinagar.

AND WHEREAS the abovenamed Sri Ravi Mundra gifted his undivided land measuring about 5.4167 Decimal unto and in favour of his brother Sri Prakash Mundra, son of Sri Prayag Chand Mundra, vide a registered Deed of Gift dated 04.08.2020, being Document No. I-2987 for the year 2020, registered in the Office of the Additional District Sub Registrar Bhaktinagar. That subsequently the said Deed of Gift was cancelled and revoked vide a registered Deed of Cancellation of Gift dated 29.09.2021, being Document No. I-7316 for the year 2021 and the same was also registered in the Office of the Additional District Sub Registrar Bhaktinagar.

AND WHEREAS the abovenamed Krishan Kumar Mundra thereafter died intestate

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leaving behind the following two legal heirs namely;

1. Smt. Rekha Mundra - Wife and;
2. Sri Karan Mundra - Son and they both jointly inherited the aforesaid land measuring 2.167 Decimal of the deceased Late Krishan Kumar Mundra, each of them having half undivided share, as per the Hindu Succession Act, 1956, having permanent heritable and transferable right, title and interest therein.

AND WHEREAS the abovenamed Pushpa Devi Mundra thereafter died intestate leaving behind the following four legal heirs namely;

1. Sri Prayag Chand Mundra - Husband;
2. Smt. Madhu Maheshwari - Daughter;
3. Sri Prakash Mundra - Son and;
4. Sri Ravi Mundra - Son and they all jointly inherited the aforesaid vacant undivided land measuring about 5.4167 Decimals (by virtue of a Deed of Gift dated 19.11.2015, being Document No. I-7569 for the year 2015, registered in the Office of the Additional District Sub Registrar Rajganj) and vacant undivided land, after building demolition, measuring about 3.6667 Decimals (by virtue of a Deed of Gift dated 24.01.2007, being Document No. I-1401 for the year 2007, registered in the Office of the Additional District Sub Registrar Rajganj) of the deceased Late Pushpa Devi Mundra, each of them having 1/4th undivided share, as per the Hindu Succession Act, 1956, having permanent heritable and transferable right, title and interest therein.

AND WHEREAS the abovenamed (1) Sri Prayag Chand Mundra and (2) Smt. Madhu Maheshwari thereafter gifted their entire share measuring about 2.70835 Decimals in the aforesaid land (i.e. being 2/4th undivided shares of vacant undivided land measuring about 5.4167 Decimals) unto and in favour of (1) Sri Prakash Mundra and (2) Sri Ravi Mundra vide a registered Deed of Gift dated 29.05.2023, being Document No. I-3950 for the year 2023, registered in the Office of the Additional District Sub Registrar Bhaktinagar.

AND WHEREAS the abovenamed (1) Sri Prayag Chand Mundra and (2) Smt. Madhu Maheshwari thereafter gifted their entire share measuring about 1.8334 Decimals in the aforesaid land (i.e. being 2/4th undivided shares of vacant undivided land measuring about 3.6667 Decimals) unto and in favour of (1) Sri Prakash Mundra and (2) Sri Ravi Mundra vide a registered Deed of Gift dated 29.05.2023, being Document No. I-3952

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for the year 2023, registered in the Office of the Additional District Sub Registrar Bhaktinagar.

AND WHEREAS in this manner the abovenamed: -

- 1) **SRI PRAKASH MUNDRA,**
- 2) **SRI RAVI MUNDRA,**
- 3) **SRI RAJ KUMAR MUNDRA,**
- 4) **SRI PRADEEP KUMAR MUNDRA,**
- 5) **SRI KARAN MUNDRA,**
- 6) **SRI SUDARSHAN MUNDRA,**
- 7) **SRI ARJUN MUNDRA,**
- 8) **SMT. RITU MUNDRA** and,
- 9) **SMT. REKHA MUNDRA,** (the **VENDORS** herein) became the absolute owners of their aforesaid **IN TOTAL MEASURING ABOUT 54.5 DECIMAL or 0.545 ACRE** respectively i.e.; (1) Sri Prakash Mundra having 18.272% share, (2) Sri Ravi Mundra having 25% share, (3) Sri Raj Kumar Mundra having 9.938% share, (4) Sri Pradeep Kumar Mundra having 9.938% share, (5) Sri Karan Mundra having 11.698% share, (6) Sri Sudarshan Mundra having 6.728%, (7) Sri Arjun Mundra having 6.728%, (8) Smt. Ritu Mundra having 6.728 % share and (9) Smt. Rekha Mundra having 4.970% share respectively and ever since then the Vendors are in exclusive and peaceful possession of the aforesaid land respectively without any act of hindrance or obstruction from anybody having permanent heritable, transferable and marketable right, title and interest therein and the said total land is more particularly described in **PART I OF SCHEDULE "A"** ("Said Land") given below.

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

- 1) Being **L.R. Khatian No. 1116** in the name of **Sri Prakash Mundra-** the **VENDOR No. 1** herein;
- 2) Being **L.R. Khatian No. 1560** in the name of **Sri Ravi Mundra -** the **VENDOR No. 2** herein;

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- 3) Being **L.R. Khatian No. 1565** in the name of **Sri Raj Kumar Mundra** - the **VENDOR No. 3** herein;
- 4) Being **L.R. Khatian No. 1566** in the name of **Sri Pradeep Kumar Mundra** - the **VENDOR No. 4** herein and;
- 5) Being **L.R. Khatian No. 1559** in the name of **Sri Karan Mundra** - the **VENDOR No. 5** herein.
- 6) Being **L.R. Khatian No. 1561** in the name of **Sri Sudarshan Mundra** - the **VENDOR No. 6** herein.
- 7) Being **L.R. Khatian No. 1567** in the name of **Sri Arjun Mundra** - the **VENDOR No. 7** herein.
- 8) Being **L.R. Khatian No. 1562** in the name of **Smt. Ritu Mundra** - the **VENDOR No. 8** herein.
- 9) Being **L.R. Khatian No.** in the name of **Smt. Rekha Mundra** - the **VENDOR No. 9** herein.

AND WHEREAS the abovenamed **VENDORS** herein - **Sri Prakash Mundra, Pushpa Devi Mundra** (now deceased), **Sri Ravi Mundra, Krishan Kumar Mundra** (now deceased), **Sri Raj Kumar Mundra, Sri Pradeep Kumar Mundra, Smt. Ritu Mundra, Sri Arjun Mundra, Sri Karan Mundra** and **Sri Sudarshan Mundra** being desirous of constructing Commercial Multistoried Building Complex over and upon the said piece or parcel of **amalgamated land**, which is more particularly described in **Part I of Schedule-“A”** given hereunder and for such purpose a building plan was duly sanctioned and approved by the Siliguri Municipal Corporation being Building Plan No. 511 dated 16.07.2019 sanctioned on 15.06.2021 for **Basement+G+VI Storied Commercial (Mercantile Retail) Building** on and upon their said total Part I of Schedule “A” land.

AND WHEREAS all the abovenamed **VENDOR No.1, VENDOR No. 2, the VENDOR No. 3, VENDOR No. 4, VENDOR No. 5, VENDOR No. 6, VENDOR No. 7, VENDOR No. 8** and **VENDOR No. 9** herein, thereafter have entered into a Partnership under the name and style of **“RPK REALTY”** (the **PROMOTER/DEVELOPER** herein) being the Partnership Firm and the said Firm also being the Vendors/Promoter/Developer/Confirming Party of these presents to build/carry out the construction work of the building/project. The all the abovenamed Vendors herein have also contributed their respective Part I of Schedule “A” land into

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the said Partnership Firm to develop the said Complex.

AND WHEREAS to distinguish the proposed Commercial Complex and with a view to assign a unique identity to the said building complex, the Vendors/Promoter herein have jointly decided to name the said Commercial Complex as “**7TH AVENUE**”. It is stated that the name of the Commercial Complex will always remain unchanged.

C. The said land is earmarked for the purpose of building a commercial purpose project comprising multistoried building complex and the said project shall be known as “**7TH AVENUE**”;

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

E. The Siliguri Municipal Corporation has granted the commencement certificate to develop the Project for Basement+G+VI Storied Commercial (Mercantile Retail) Building;

F. The Vendors/Promoter have obtained the final layout plan, sanctioned plan, specifications and approvals for the Project and also for the building complex from Siliguri Jalpaiguri Development Authority/ Siliguri Municipal Corporation. The Vendors/Promoter agrees and undertakes that it shall not make any changes to these layout plans except in strict compliance with section 14 of the Act and other laws as applicable;

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

H. The Allottee/s /s had applied for an Apartment/Unit/ _____ No. _____ being a _____ in the Project vide Application No. _____ dated _____ and has been allotted **Apartment No.** _____ having **Carpet Area of _____ Square Feet** at _____ **Floor** in “**7TH AVENUE**” as permissible under the applicable law,—as permissible under the

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applicable law and of pro rata share in the common areas ("Common Areas") as defined under clause (n) of Section 2 of the Act (hereinafter referred to as the "Apartment" more particularly described in Part II of Schedule A and the floor plan of the apartment is annexed hereto and marked as Schedule B);

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

K. 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;

L. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;

M. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Vendors/Promoter hereby agrees to sell and the Allottee/s /s hereby agrees to purchase the Apartment as specified in paragraph above;

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

1. TERMS:

Subject to the terms and conditions as detailed in this Agreement, the Vendors/Promoter agrees to sell to the Allottee/s and the Allottee/s hereby agrees to purchase, the Apartment as specified in paragraph H;

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

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Apartment/Unit/Shop/Office No. _____ Type _____ Floor _____	Sale Consideration Rs.
GST (as applicable)	
Total Price	

Explanation:

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

(ii) The Total Price above includes Taxes (consisting of tax paid or payable by the Vendors/Promoter by way of Value Added Tax, Service Tax, GST, CGST, if any as per law, and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter) up to the date of handing over the possession of the Apartment:

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

(iii) The Vendors/Promoter shall periodically intimate to the Allottee/s, the amount payable as stated in (i) above and the Allottee/s shall make payment within 30 (thirty) days from the date of such written intimation. In addition, the Vendors/Promoter shall provide to the Allottee/s the details of the taxes paid or demanded along with the acts/rules/ notifications together with dates from which such taxes/levies etc. have been imposed or become effective;

(iv) The Total Price of Apartment includes pro rata share in the Common Areas as provided in the Agreement.

The Total Price is escalation-free, save and except increases which the Allottee/s hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Vendors/Promoter undertakes and agrees that while raising a demand on the Allottee/s for increase in development charges, cost/charges imposed by the competent authorities, the

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Vendors/Promoter shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee/s, which shall only be applicable on subsequent payments.

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

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

It is agreed that the Vendors/Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described therein in respect of the apartment, plot or building, as the case may be, without the previous written consent of the Allottee/s. Provided that the Vendors/Promoter may make such minor additions or alterations as may be required by the Allottee/s, or such minor changes or alterations as per the provisions of the Act.

The Vendors/Promoter shall confirm the final carpet area that has been allotted to the Allottee/s after the construction of the Building is complete and the occupancy certificate* is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Vendors/Promoter shall refund the excess money paid by Allottee/s 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/s. If there is any increase in the carpet area allotted to Allottee/s, the Vendors/Promoter shall demand that from the Allottee/s as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square feet as agreed in Clause 1.2 of this Agreement.

Subject to Clause 9.3 the Vendors/Promoter agrees and acknowledges, the Allottee/s shall have the right to the [Apartment/ Plot] as mentioned below:

- (i) The Allottee/s shall have exclusive ownership of the Apartment;
- (ii) The Allottee/s shall also have undivided proportionate share in the Common Areas.

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Since the share / interest of Allottee/s in the Common Areas is undivided and cannot be divided or separated, the Allottee/s shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. Further, the right of the Allottee/s to use the Common Areas shall always be subject to the timely payment of maintenance charges and other charges as applicable. It is clarified that the Vendors/Promoter shall convey undivided proportionate title in the common areas to the association of Allottee/s as provided in the Act;

(iii) That the computation of the price of the Apartment includes recovery of price of land, construction of [not only the Apartment but also] the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, fire detection and firefighting equipment in the common areas etc. and includes cost for providing all other facilities as provided within the Project.

It is made clear by the Vendors/Promoter and the Allottee/s agrees that the Apartment 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/s. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottee/s of the Project.

It is understood by the Allottee/s that all other areas and i.e. areas and facilities falling outside the Project, namely "7TH AVENUE" shall not form a part of the declaration to be filed with the Competent Authority in accordance with the West Bengal Apartment Ownership Act, 1972

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

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legal proceedings which may be taken therefor by such authority or person.

The Allottee/s has paid a sum of Rs _____, (Rupees ____ only) as booking amount being part payment towards the Total Price of the Apartment at the time of application the receipt of which the Vendors/Promoter hereby acknowledges and the Allottee/s hereby agrees to pay the remaining price of the Apartment as prescribed in the Payment Plan as may be demanded by the Vendors/Promoter within the time and in the manner specified therein:

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

2. MODE OF PAYMENT

Subject to the terms of the Agreement and the Vendors/Promoter abiding by the construction milestones, the Allottee/s shall make all payments, on demand by the 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 “RPK REALTY” payable at Siliguri.

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES

The Allottee/s, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules and Regulations made thereunder or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Vendors/Promoter with such permission, approvals which would enable the Vendors/Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee/s understands and agrees that in the event of any failure on his/her part to comply with the applicable 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 Vendors/Promoter accepts no responsibility in this regard. The Allottee/s shall keep the Vendors/Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee/s subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee/s to intimate the same in writing to the Vendors/Promoter immediately and comply with necessary formalities if any under the applicable laws. The Vendors/Promoter shall not be responsible towards any third party making payment/remittances on behalf of any Allottee/s and such third party shall not have any right in the application/allotment of the said apartment applied for herein in any way and the Vendors/Promoter shall be issuing the payment receipts in favour of the Allottee/s only.

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS

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

5. TIME IS ESSENCE

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

6. CONSTRUCTION OF THE PROJECT/APARTMENT

The Allottee/s has seen the specifications of the Apartment and accepted the Payment Plan, floor plans, layout plans [annexed along with this Agreement] which has been

approved by the competent authority, as represented by the Promoter. The Vendors/Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications. Subject to the terms in this Agreement, the Vendors/Promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the laws in force and shall not have an option to make any variation /alteration /modification in such plans, other than in the manner provided under the Act, and breach of this term by the Vendors/Promoter shall constitute a material breach of the Agreement.

7. POSSESSION OF THE APARTMENT

7.1 Schedule for possession of the said Apartment: The Vendors/Promoter agrees and understands that timely delivery of possession of the Apartment is the essence of the Agreement. The Promoter, based on the approved plans and specifications, assures to hand over possession of the Apartment on **30th April, 2026**, unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project ("Force Majeure"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee/s agrees that the Vendors/Promoter shall be entitled to the extension of time for delivery of possession of the [Apartment], provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee/s agrees and confirms that, in the event it becomes impossible for the Vendors/Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Vendors/Promoter shall refund to the Allottee/s the entire amount received by the Vendors/Promoter from the allotment within 45 days from that date. After refund of the money paid by the Allottee/s, Allottee/s agrees that he/ she shall not have any rights, claims etc. against the Vendors/Promoter and that the Vendors/Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

7.2 Procedure for taking possession – The Promoter, upon obtaining the occupancy certificate* from the competent authority shall offer in writing the possession of the [Apartment], to the Allottee/s in terms of this Agreement to be taken within 3 (three months from the date of issue of such notice and the Vendors/Promoter shall give

possession of the Apartment to the Allottee/s. The Vendors/Promoter agrees and undertakes to indemnify the Allottee/s in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee/s agree(s) to pay the maintenance charges as determined by the Promoter/association of Allottee/s as the case may be. The Vendors/Promoter on its behalf shall offer the possession to the Allottee/s in writing within 30 (thirty) days of receiving the occupancy certificate of the Project.

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

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

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

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

7.6 Compensation –

The Vendors/Promoter shall compensate the Allottee/s in case of any loss caused to him due to defective title of the land, on which the project is being developed or has been developed, in the manner as provided under the Act and the claim for compensation under this section shall not be barred by limitation provided under any law for the time being in force. Except for occurrence of a Force Majeure event, if the Vendors/Promoter fails to complete or is unable to give possession of the Apartment

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

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

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

- (i) The Vendors has absolute, clear and marketable title with respect to the said Land; the Vendors/Promoter has the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;
- (ii) The Vendors/Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- (iii) There are no encumbrances upon the said Land or the Project;
- (iv) There are no litigations pending before any Court of law with respect to the said Land, Project or the Apartment;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Vendors/Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Building and Apartment and common areas;
- (vi) The Vendors/Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee/s created herein, may prejudicially be affected;
- (vii) The Vendors/Promoter 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/s under this Agreement;

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

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

(x) The Schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Schedule Property;

(xi) The Vendors/Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;

(xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Vendors/Promoter in respect of the said Land and/or the Project;

(xiii) That the property is not Waqf property.

9. EVENTS OF DEFAULTS AND CONSEQUENCES

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

(i) Vendors/Promoter fails to provide ready to move in possession of the Apartment to the Allottee/s within the time period specified. For the purpose of this clause, 'ready to move in possession' shall mean that the 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 Vendors/Promoter under the conditions listed above, Allottee/s is entitled to the following:

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

(ii) The Allottee/s shall have the option of terminating the Agreement in which case the Vendors/Promoter shall be liable to refund the entire money paid by the Allottee/s under any head whatsoever towards the purchase of the apartment, along with interest at the rate specified in the Rules within forty-five days of receiving the termination notice:

Provided that where an Allottee/s 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/s shall be considered under a condition of Default, on the occurrence of the following events:

(i) In case the Allottee/s fails to make payments for 02 (two) consecutive demands made by the Vendors/Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard the Allottee/s shall be liable to pay interest to the Vendors/Promoter on the unpaid amount at the rate specified in the Rules.

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

10. CONVEYANCE OF THE SAID APARTMENT

The Promoter, on receipt of complete amount of the Price of the Apartment under the

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Agreement from the Allottee/s , shall execute a conveyance deed and convey the title of the Apartment together with proportionate indivisible share in the Common Areas within 3 (three) months from the issuance of the occupancy certificate*. However, in case the Allottee/s fails to deposit the stamp duty, registration charges and all other incidental and legal expenses etc. so demanded within the period mentioned in the demand letter, the Allottee/s authorizes the Vendors/Promoter to withhold registration of the conveyance deed in his/her favour till full and final settlement of all dues and stamp duty and registration charges to the Vendors/Promoter is made by the Allottee/s. The Allottee/s shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899 including any actions taken or deficiencies/ penalties imposed by the competent authority(ies).

11. MAINTENANCE OF THE SAID BUILDING / APARTMENT / PROJECT

The Vendors/Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the association of the Allottee/s. The cost of such maintenance has been included in the Total Price of the [Apartment].

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

12. DEFECT LIABILITY

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Vendors/Promoter as per the agreement for sale relating to such development is brought to the notice of the Vendors/Promoter within a period of 5 (five) years by the Allottee/s from the date of handing over possession, it shall be the duty of the Vendors/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 Allottee/s shall be entitled to receive appropriate compensation in the manner as provided under the Act. It is clarified that the above said responsibility of the Promoter shall not cover defects, damage or malfunction resulting from (i) misuse (ii) unauthorised modifications or repairs done by the Assignee or its nominee/agent (iii) case of force majeure (iv) failure

to maintain the amenities/equipment (v) accident and (vi) negligent use.

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

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

14. RIGHT TO ENTER THE APARTMENT FOR REPAIRS

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

15. USAGE

Use of Basement and Service Areas: The basement(s) and service areas, if any, as located within the “7TH AVENUE”, shall be earmarked for purposes such as parking spaces and services including but not limited to underground water tanks, pump rooms, maintenance and service rooms, firefighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Allottee/s 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 Allottee/s formed by the Allottee/s for rendering maintenance services.

16. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT:

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Subject to Clause 12 above, the Allottee/s shall, after taking possession, be solely responsible to maintain the Apartment at his/her own cost, in good repair and condition and shall not do 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 tenable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized. The Allottee/s further undertakes, assures and guarantees that he/she would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face / facade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottee/s shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee/s shall not store any hazardous or combustible goods in the Apartment or place any heavy material in the common passages or staircase of the Building. The Allottee/s shall also not remove any wall, including the outer and load bearing wall of the [Apartment]. The Allottee/s shall plan and distribute its electrical load in conformity with the electrical systems installed by the Vendors/Promoter and thereafter the association of Allottee/s and/or maintenance agency appointed by association of Allottee/s s. The Allottee/s 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/S

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

18. ADDITIONAL CONSTRUCTIONS

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The Vendors/Promoter undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the building plan has been approved by the competent authority(ies) except for as provided in the Act.

19. VENDORS/PROMOTER SHALL NOT MORTGAGE OR CREATE CHARGE

After the Vendors/Promoter executes this Agreement 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/s who has taken or agreed to take such Apartment.

20. APARTMENT OWNERSHIP ACT

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

21. BINDING EFFECT

Forwarding this Agreement to the Allottee/s by the Vendors/Promoter does not create a binding obligation on the part of the Vendors/Promoter or the Allottee/s until, firstly, the Allottee/s signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee/s and secondly, appears for registration of the same before the concerned Sub- Registrar as and when intimated by the Promoter. If the Allottee/s (s) fails to execute and deliver to the Vendors/Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee/s and/or appear before the Registrar/Sub-Registrar/ registrar of Assurance for its registration as and when intimated by the Promoter, then the Vendors/Promoter shall serve a notice to the Allottee/s for rectifying the default, which if not rectified within 30(thirty) days from the date of its receipt by the Allottee/s , application of the Allottee/s shall be treated as cancelled and all sums deposited by the Allottee/s in connection therewith including the

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booking amount shall be returned to the Allottee/s without any interest or compensation whatsoever.

22. ENTIRE AGREEMENT

This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said apartment/plot/building, as the case may be.

23. RIGHT TO AMEND

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

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

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Allottee/s of the Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.

25. WAIVER NOT A LIMITATION TO ENFORCE

The Vendors/Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee/s in not making payments as per the Payment Plan including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee/s that exercise of discretion by the Vendors/Promoter in the case of one Allottee/s shall not be construed to be a precedent and /or binding on the Vendors/Promoter to exercise such discretion in the case of other Allottee/s s.

Failure on the part of the Vendors/Promoter to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

26. SEVERABILITY

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

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

Wherever in this Agreement it is stipulated that the Allottee/s has to make any payment, in common with other Allottee/s (s) in Project, the same shall be the proportion which the carpet area of the Apartment bears to the total carpet area of all the Apartments in the Project.

28. FURTHER ASSURANCES

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

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

30. NOTICES

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

ALLOTTEE/S NAME

VENDORS' NAME

- 1. Sri Prakash Mundra;**
- 2. Sri Ravi Mundra;**
- 3. Sri Raj Kumar Mundra;**
- 4. Sri Pradeep Kumar Mundra;**
- 5. Sri Karan Mundra;**

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- 6. Sri Sudarshan Mundra;**
- 7. Sri Arjun Mundra;**
- 8. Smt. Ritu Mundra and;**
- 9. Smt. Rekha Mundra**

Nos. 1, 2 and 8 are Resident of Mundra Building, Upper M.G. Marg, Gangtok Municipal Corporation, P.O. Gangtok, P.S. Sadar Thana, Pin Code-737101, District East Sikkim, in the State of Sikkim, No. 5 is Resident of Lumina Apartment, Uttorayon, Matigara, P.O. and P.S. Matigara, Pin Code-734010, District Darjeeling, in the State of West Bengal, No. 9 is Resident of Sevoke Road, P.O. Sevoke Road, P.S. Bhaktinagar, Pin Code-734001, District Jalpaiguri, in the State of West Bengal, No. 3 and 6 are Resident of 655, Sector-7/B, Faridabad, P.O. and P.S. Sector 7 Faridabad, Pin Code-121006, District Faridabad, in the State of Haryana and No. 4 and 7 are Resident of 8C, Amarjyoti, 10 Belvedere Road, P.O. Alipore, P.S. Alipore, Pin Code-700027, District Kolkata, in the State of West Bengal.

PROMOTER'S NAME

RPK Realty,

Milestone Building, Shop No. 17, Basement Floor, 2nd Mile, Sevoke Road, P.O. Salugara, P.S. Bhaktinagar, Pin Code-734008, District Jalpaiguri, in the State of West Bengal.

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

31. JOINTALLOTTEE/S

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

the Allottee/s.

32. GOVERNING LAW

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force.

33. DISPUTE RESOLUTION

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

[Please insert 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 thereunder.]

BELOW ARE ADDITIONAL POINTS NOT MENTIONED IN RERA AGREEMENT

34. MISCELLANEOUS: -

A) STAMP DUTY AND REGISTRATION CHARGES

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

B) FACILITY MANAGEMENT COMPANY / AGENCY

(i) By executing this Agreement, the Allottee/s /s agree/s and consent/s to the

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appointment by the Vendors/Promoter of any agency, firm, corporate body, organization or any other person (**Facility Management Company/Agency**) to manage, upkeep and maintain the Unit in the Project together with the Building/s/Structure/s, and the Land, garbage, disposal system and such other facilities, that the Vendors/Promoter may require to install, operate and maintain common areas, amenities, common facilities, parking areas and open spaces. The Facility Management Company shall also be entitled, to collect the outgoings, provisional charges, taxes, levies and other amounts in respect of the Project (including the Allottee/s /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 /s hereby grants his/her/their/its consent confirming such agreement/contract/arrangement that the Vendors/ Vendors/Promoter have or may have to enter into with the Facility Management Company. It is hereby clarified and the Allottee/s /s agrees and authorizes the Vendors /Vendors/Promoter to appoint the first Facility Management Company in the Project and post formation of the society / association / apex body, as the case may be, the Vendors/Promoter will novate the facility management agreement ("FM Agreement") in favour of the society / association / apex body, as the case may be and post expiry of the tenure of the FM Agreement, it shall have the option to either continue with the Facility Management Company appointed by the Vendors/Promoter or appoint a new facility management company as it may deem fit. It is further expressly understood that the Vendors/Promoter shall not in any manner be accountable, liable or responsible to any person including the Allottee/s /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 /s agree(s) to pay the necessary fees as may be determined by the Vendors/Promoter/Facility Management Company.

(iii) The Allottee/s /s further agree(s) and undertake(s) to be bound from time to time to sign and execute all papers, documents, deeds and/or other writings as required, at the sole discretion of the Vendors/Promoter/Facility Management Company, for the purposes of framing rules for management of the Building/s/Structure/s and use of the

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Apartment by the Allottee/s /s for ensuring safety and safeguarding the interest of the Vendors/Promoter /Facility Management Company and other Allottee/s /s in the Building/s and the Allottee/s /s also agree(s) and confirm(s) not to raise any disputes/claims against the Vendors/Promoter/Facility Management Company and other Allottee/s /s in this regard.

C) ELECTRICITY: - That the Allottee/s /s will obtain his/her/their/its own independent electric connection from the W.B.S.E.D.C.L. and the connection charges, security deposit, as well as the electric consumption bill will be paid by the Allottee/s /s, the Vendors/Promoter shall have no responsibility or any liability in this respect.

D) GENERATOR : -

Provision has been made for installation of D.G.set for power back up. While expenses for running D.G.set for common service(s) will form a part of common maintenance expenses, the charges for provision of power from the DG set(s) for each unit if any for lighting and equipment load shall have to borne and paid by the Allottee(s).

E) FIRE SECURITY :

a) Fire alarm system and water sprinkler system, if required, will be provided by the Vendors/Developer at the high end of each unit. The Allottee(s) will be responsible to ensure that the fire alarm system and water sprinkler are not tempered with in any manner and, if required, the Allottee(s) may extend the system, at their own cost within their unit(s) at the low end. These systems have limited life and on being found unserviceable will be replaced by the Facility Management team and the costs will be borne by the Allottee(s) for their respective unit(s).

b) Food and Beverages unit(s) will not be permitted to operate in case the fire license and other applicable related licenses and permissions are not up to date.

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

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

(ii) All units will have fair amount of outbound garbage, which will include waste food, carton, and a host of other packing and related material. All the Allotees will be required to liaise with the common maintenance team for their individual requirements. A system will be put in place in collaboration with the local municipal authorities for the disposal of this garbage. The outbound garbage movement will take place at specified times of the day and all Allotees would be required to keep their garbage within the limits of their respective units till the time of disposal. Garbage and unused materials cannot be stored in the common open spaces and parking areas.

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

(iv) Not to close or permit the closing of verandas or lounges or balconies and lobbies and common parts and also not to alter or permit any alteration in the elevation and outside color scheme of the exposed walls or the fences of external doors and windows including grills of the said Apartment/Building Complex, which in the opinion of the Vendors/Promoter and/or their nominee/s differs from their own color scheme.

(v) Not to obstruct the lobbies, entrance, stairways, pathways and keep them free for ingress and egress.

(vi) 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.

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(vii) Not to use the said Apartment other than the commercial/semi-commercial/office purpose.

(viii) Not to encroach upon any portion of the land or building carved out by the Vendors/Promoter for the purpose of road, passage, landings, stairs or other community purposes and in the event of encroachments, the Vendors/Promoter or any Authority of the occupants of the building acting as such at the relevant time shall be entitled to remove such unauthorized act or nuisance by force and the Allottee/s /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.

(ix) No sign board, notice or advertisement shall be inscribed or exposed on or at a window or other part of the building. No radio or television aerial shall be attached to or hung from the exterior of the building. Furthermore, the Allottee/s /s shall be entitled to fix Air Conditioning equipment in the Apartment without damaging the outer walls of the said complex. All equipment/ machines' parts of the Air Conditioning required to be fixed on outside wall must be fitted only in the places as marked and allotted and after consulting the Vendors/Promoter or the Apartment Owners' Association. The outdoor unit should not generate extra noise, it should be of silent type.

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

(xi) That no delivery vans will be permitted within the project during the normal operational hours, so as to avoid inconvenience to the visitors.

(xii) 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.

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

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

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

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

G) Stoppage of Use: If any sum due as maintenance or other charges, including the Damages and/ or the interest thereon is not paid within 60 (sixty) days from the due date of payment, till such time the entirety of the sum due and the interests thereon are paid, the Apartment Acquirer concerned shall not use any of the utilities and facilities. In such event such an Acquirer will be deemed to have authorized the company to discontinue any or all these facilities and utilities.

Continued to next page

SCHEDULE "A"
PART I
(DESCRIPTION OF THE PROJECT LAND)

All that piece or parcel of **LAND IN TOTAL** measuring about **54.5 DECIMALS or 0.545 ACRE**, situated within **MOUZA DABGRAM**, appertaining to and forming part of **R.S. PLOT No. 128** corresponding to **L.R. PLOT No. 416**, Recorded in **R.S. KHATIAN No. 282/1, L.R. KHATIAN Nos. 1116, 1560, 1565, 1566, 1559, 1561, 1567, 1562, 1563, 1564**, under **R.S. SHEET No. 5, L.R. SHEET No. 4, J.L. No. 2**, Pargana Baikunthapur, within the limits of **WARD No. 42** of **Siliguri Municipal Corporation, Sevoke Road**, road zone name: Orbit Mall to Salugara Bazar, Police Station Bhaktinagar, District Jalpaiguri, in the State of West Bengal.

The said land is butted and bounded as follows:-

By the North :- Land of Babulal Agarwal and Others,
By the South :- Land of Sri Pawan Kumar Agarwal, Smt. Rita Sengupta,
By the East :- Land of Mr. N.S. Gurung and Others,
By the West :- Sevoke Road.

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PART II
(DESCRIPTION OF THE APARTMENT/UNIT)

ALL THAT ONE APARTMENT/UNIT/SHOP/OFFICE SPACE BEING:-

SHOP/OFFICE/ UNIT No. Sq.Ft.
CARPET AREA Sq.Ft.
BUILT-UP AREA Sq.Ft.
SUPER BUILT-UP AREA	
SITUATED IN FLOOR FLOOR
BUILDING COMPLEX NAMED	“7 TH AVENUE”

TOGETHER with the 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.

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SCHEDULE "B"
(FLOOR PLAN OF THE APARTMENT)

SCHEDULE “C”
(PAYMENT SCHEDULE AND MANNER OF PAYMENT)

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

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

Sl.No.	Payment Events	Amount payable of total consideration
1	At the time of Application	5%
2	At the time of Allotment	5%
3	On Completion of Foundation	20%
4	On First Floor Casting Completion	15%
5	On Third Floor Casting Completion	10%
6	On Sixth Floor Casting Completion	10%
7	On Brick Work Completion	10%
8	On Completion of External Plaster	15%
9	At the time of Registration	10%

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

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

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Beneficiary's Name : **RPK REALTY**
Beneficiary's Account No. :
Bank Name :
Branch Name :
IFSC Code :

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

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

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

SCHEDULE "D"
(COMMON EXPENSES)

1. All expenses for maintenance, operating, replacing, repairing, renovating, white washing, painting and repainting of the common portions and the common areas in the building including the outer walls of the building.
2. All expenses for running and operating all machineries, lifts, fire fighting equipments, other equipments and installations and licenses, renewal of licenses, generator, comprised in the common portions including water pumps, including the cost of repairing, renovating and replacing the same.
3. The periodical maintenance of the all common machinery, equipments and installations including water pumps, lifts, firefighting equipments and the renewal of their licence/s, etc.
4. The salaries, bonus and other emoluments and benefits of and all other expenses on the persons employed or to be employed for the common purposes such as manager, caretaker, supervisor, accountant, security guard, sweepers, plumbers, electricians and other maintenance staffs.
5. Cost of insurance premium for insuring the building and/or the common portions.
6. All charges and deposits for supplies of common utilities to the co-owners in common.
7. Cost of working and maintenance of gardens and internal roads.
8. Cost of pest control, telephone, conveyance, printing and stationery and any other miscellaneous expenses.

9. Cost of working and maintenance of Firefighting system and other utilities.
10. Municipal tax, water tax, and other levies in respect of the premises and the building save those separately assessed in respect of any unit or on the Purchaser/s.
11. Costs of formation and operation of the service organization including the office expenses incurred for maintaining the office thereof.
12. Electricity charges for the electrical energy consumed for the operation of the equipments and installations for the common services and lighting the common portions including system loss for providing electricity to each unit.
13. All litigation expenses incurred for the common purpose and relating to common use and enjoyment of the common portions.
14. All other expenses and/or outgoings as are incurred for the common purposes.

SCHEDULE "E"
COMMON FACILITIES

1. Automatic Elevator/s.
 2. Generator for lighting the common portions only.
 3. Water pump, overhead water tank, fire water reservoir, water pipes and common plumbing installation, electrical wiring, etc.
 4. Water Boring.
 5. Drainage and sewerage and soak well.
 6. Security Guards and CCTV Facilities.
19. Such other common parts, areas and equipment, installations, fixtures and spaces in or about the said building as are necessary for passage to the user and occupancy of the unit in common and such other common facilities as may be prescribed from time to time.

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

WITNESSES: -

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

1.

ALLOTTEE/S

VENDORS

2.

DEVELOPER/CONFIRMING PARTY

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

ADVOCATE