

**DEED OF AGREEMENT FOR SALE**

THIS DEED OF AGREEMENT FOR SALE OF A FLAT IS MADE ON  
THIS THE \_\_\_\_ DAY OF \_\_\_\_\_, 202 AT SILIGURI.

~: *BETWEEN* :~

*Alayji*

**“BAIDYANATH CONSTRUCTIONS”**, a partnership firm, having its office at Demdema Road, Salugara, P.O. Salugara, P.S. Bhaktinagar, Dist. Jalpaiguri, Pin 734008 in the state of West Bengal, represented by its Partner 1. **“SWASTIK VILLAS PRIVATE LTD”**, a Private Limited Company under the Indian Companies Act, represented by its Director Sri Alope Pariyar, son of Late Ram Narayan Pariyar, having its office at Demdema Road, P.O. Salugara, P.S. Bhaktinagar, Dist. Jalpaiguri and 2. **SRI SANTOSH KUMAR GUPTA**, son of Sri Bhrigu Prasad Gupta and 3. **SMT. RINA GUPTA**, wife of Sri Santosh Kumar Gupta - hereinafter referred to as the **“FIRST PARTY/VENDOR”** - (which expression shall mean and include unless excluded by or repugnant to the context its heirs, executors, administrators, legal representatives and assigns) of the **FIRST PART**.

A N D

\_\_\_\_\_ son/wife/daughter of  
\_\_\_\_\_ and  
\_\_\_\_\_ son/wife/daughter of  
\_\_\_\_\_ by religion - Hindu/  
Buddhist/Christian/Muslim, Indian by national, by occupation  
\_\_\_\_\_, residing at



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hereinafter referred to as the **PURCHASER/S** (which expression shall mean and include unless excluded by or repugnant to the context his/her/their heirs, executors, administrators, legal representatives and assigns) of the **SECOND PART**.

WHEREAS Sri Dhuplal Roy and Sri Dhanlal Roy, both are sons of Sri Dharai Lal Roy was the absolute owner of the land measuring 0.66 Acre, appertaining to Plot Nos. 62, 81, 61/339 & 63/342, recorded under Khatian No. 466/18, situated within Mouza - Dabgram, J.L. No. 2, Sheet No. 2, Pargana - Baikanthapur, under Dabgram – I Gram Panchayat, within the jurisdiction of Police Station – Bhaktinagar, in the District of Jalpaiguri by virtue of a Deed of Sale, executed by Sri Tapa Roy, son of Late Arjun Roy on 19-06-1981 and the same was registered in the office of the Sadar Joint Sub-Registrar at Jalpaiguri, recorded in Book No. I, Volume No. 37 at Pages – 74 to 78, Being No. 2490 for the year 1981 and they were possessing and enjoying the said plot of land having all permanent, heritable and transferable right, title and interest therein free from all encumbrances and charges whatsoever.

*Alauji*

A N D

WHEREAS the owners of such possession Sri Dhuplal Roy and Sri Dhanlal Roy, both are sons of Sri Dharai Lal Roy sold and transferred their aforesaid land measuring 0.66 Acre to and in favour of Sri Chandra Kanta Singh @ Chandra Kanta Roy, son of Late Prasadu Singh by virtue of a Deed of Sale, executed on 11-08-1989 and the same was registered in the office of the Addl. Dist. Sub-Registrar at Jalpaiguri, recorded in Book No.I, Volume No. 33 at Pages – 195 to 198, Being No. 3631 for the year 1989. By virtue of such Sale Deed Sri Chandra Kanta Singh @ Chandra Kanta Roy, son of Late Prasadu Singh acquired the land measuring 0.66 Acre in his khas, actual and physical possession having all permanent, heritable and transferable right, title and interest therein.

A N D

WHEREAS thereafter the above named Chandra Kanta Singh @ Chandra Kanta Roy died intestate on 27-10-1997 leaving behind his four sons namely Sri Sagar Chandra Roy alias Sagar Roy, Sri Chaitu Roy, Sri Khirod Roy alias Khatu Roy and Sri Pradip Roy as his only legal heirs and successors to inherit his aforesaid land measuring 0.66 Acre in equal 1/4<sup>th</sup> undivided share in their khas, actual and physical possession having all permanent, heritable and



transferable right, title and interest therein as per the provision of the Hindu Succession Act, 1956.

A N D

WHEREAS thus by virtue of inheritance Sri Sagar Chandra Roy alias Sagar Roy, Sri Chaitu Roy, Sri Khirod Roy alias Khatu Roy and Sri Pradip Roy, all are sons Late Chandra Kanta Singh @ Chandra Kanta Roy became the absolute owners of the land measuring 0.66 Acre and they are possessing and enjoying the said plot of land having all permanent, heritable and transferable right, title and interest therein free from all encumbrances and charges whatsoever and their names have duly been recorded in the Record-Of-Right with respect to their aforesaid land in addition to their other plot of land in the office of the B.L. & L.R.O. at Rajganj Block and subsequently four separate khatian has been finally published in their names bearing Khatian Nos. 46, 47, 48, 49, appertaining to Plot No. 312, 314 & 313 and others, Sheet No. 02 of Mouza – Dabgram.

A N D

WHEREAS the owner of such possession Sri Sagar Chandra Roy



alias Sagar Roy, Sri Chaitu Roy, Sri Khirod Roy alias Khatu Roy and Sri Pradip Roy, all are sons Late Chandra Kanta Singh @ Chandra Kanta Roy sold and transferred their aforesaid land measuring 36.30 Katha or 0.60 Acre out of their aforesaid land to and in favour of "BAIDYANATH CONSTRUCTIONS", a partnership firm, having its office at Demdema Road, Salugara, P.O. Salugara, P.S. Bhaktinagar, Dist. Jalpaiguri, Pin 734008 in the state of West Bengal, represented by its Partner 1. "SWASTIK VILLAS PRIVATE LTD", a Private Limited Company under the Indian Companies Act, represented by its Director Sri Alope Pariyar, son of Late Ram Narayan Pariyar, having its office at Demdema Road, P.O. Salugara, P.S. Bhaktinagar, Dist. Jalpaiguri and 2. Sri Santosh Kumar Gupta, son of Sri Bhrigu Prasad Gupta and 3. Smt. Rina Gupta, wife of Sri Santosh Kumar Gupta by virtue of two separate Deed of Sale, executed on 17-11-2017 and the same was finally registered on 20-03-2018 in the office of the Addl. Dist. Sub-registrar at Jalpaiguri, recorded in Book No. I, Being Nos. 1959 & 1961 for the year 2018. By virtue of such Two Sale Deed "BAIDYANATH CONSTRUCTIONS", a partnership firm, having its office at Demdema Road, Salugara, P.O. Salugara, P.S. Bhaktinagar, Dist. Jalpaiguri, Pin 734008 in the state of West Bengal, represented by its Partner 1. "SWASTIK VILLAS PRIVATE LTD", a Private Limited Company under the Indian Companies Act, represented by its Director Sri Alope Pariyar, son



of Late Ram Narayan Pariyar, having its office at Demdema Road, P.O. Salugara, P.S. Bhaktinagar, Dist. Jalpaiguri and 2. Sri Santosh Kumar Gupta, son of Sri Bhriugu Prasad Gupta and 3. Smt. Rina Gupta, wife of Sri Santosh Kumar Gupta acquired the land measuring 36.30 Katha or 0.60 Acre in its khas, actual and physical possession having all permanent, heritable and transferable right, title and interest therein and its name has duly been recorded in the Record-Of-Right with respect to its aforesaid land measuring 0.60 Acre in the office of the B.L. & L.R.O. at Rajganj Block and subsequently a separate khatian has been finally published in its name bearing Khatian No. 908, appertaining to Plot No. 312, 313 & 314, Sheet No. 2 of Mouza – Dabgram.

A N D

WHEREAS the First Party now desirous to construct a four storied residential building on its aforesaid land measuring 0.60 Acre particularly described in the Schedule – “A’ given here-in-under consisting of residential flats/garage/car parking space etc. according to the drawing plans and specifications to be sanctioned by the Dabgram - I Gram Panchayat and/or any other appropriate authorities according to law.



A N D

WHEREAS First Party/Vendor at its own costs and expenses and in its names have already obtained a sanctioned building plan for construction of multi storied building by the Dabgram - I Gram Panchayat and/or any other appropriate authorities and on the basis of said sanctioned building plan the First Party/Vendor has started the construction of the said multi storied building.

A N D

WHEREAS the First Party/Vendor have decided to sell one self contained flat of the proposed multi storied building measuring \_\_\_\_\_ (approx) Sq. ft. bearing Flat No. \_\_\_\_\_ at the \_\_\_\_\_ Floor including proportionate share of stair case and super buildup area and a Parking Space measuring \_\_\_\_\_ Sq. ft. bearing No. \_\_\_\_\_ at the Ground Floor with undivided proportionate share of the below Schedule – “A” land of the said building and indefeasible interest in the common areas and facilities attached therein and thereto.

A N D

WHEREAS the Purchaser being in need of a residence and having considered the said offer to be just and proper and in keeping with





the prevailing market price has accepted the said offer of the First Party/Vendor.

AND

WHEREAS to avoid future disputes, mis-understanding and differences all the parties have thought it wise and expedient to have a duly executed Deed of Agreement incorporating therein all terms and conditions respecting the said agreement.

NOW THIS INDENTURE WITNESSETH AS FOLLOWS that in pursuance of the aforesaid mutual agreement, all the parties enter into this Deed of Agreement and bind themselves and each other with the said terms and conditions as agreed to by and between themselves at the time of creation of the said agreement and hereinafter appears: -

1. That the Purchaser confirm to have inspected and examined the title in respect of the land and he is fully satisfied with the title of the landowner, free from all encumbrances and agreed and covenants not to raise any objection in future. The Purchaser have inspected the building plan duly sanctioned by the Matigara Panchayat Samity in respect of the building now being constructed on the said property and also satisfied and convinced with the overall construction



works.

2. That the First Party/Vendor shall sale the Schedule – “B” mentioned Flat to the Purchaser along with the proportionate undivided shares in the Schedule – “A” mentioned land in proportion with the measurement of the Schedule – “B” mentioned Flat together with proportionate rights in stair cases to the Purchaser, the proportionate undivided shares in the Schedule – “A” mentioned land agreed to be sold to Purchaser, shall be calculated on the basis of the following guidelines:

Total constructed area means the sum of the built up area of the four storied building including the total area of staircases and car parking space/garage.

The proportionate undivided shares in the Schedule – “A” mentioned land for the Schedule – “B” mentioned Flat will be calculated in the following formula:- total area of the Schedule – “A” mentioned land will be divided by total constructed area and the quotient will be multiplied by total area of the Schedule “B” mentioned Flat, then the product will be the proportionate undivided share in the Schedule –“A” mentioned land for the Schedule – “B” mentioned Flat.



3. That the Purchaser shall pay the sale/consideration price of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_) only for the said flat including proportionate share of stair case and super buildup area and Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_) only parking space i.e. the total consideration amount of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_) only specially mentioned in the Schedule – “B” below along with proportionate undivided shares in the Schedule – “A” land to the First Party/Vendor. The said sale/consideration price of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_) only for the said flat including proportionate right in staircase together with super buildup area and parking space shall be payable by the Second Party/Purchaser to the First Party/Vendor in the following manner: -

- i) Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_) only has paid by the Purchaser to the Vendor/First Party through RTGS at the time of booking of the schedule – “B” flat.



- ii) Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_) only  
within \_\_\_\_ day of \_\_\_\_\_ 202 .
- iii) Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_) only  
within \_\_\_\_ day of \_\_\_\_\_ 202 .
- iv) Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_) only  
within \_\_\_\_ day of \_\_\_\_\_ 202 .
- v) Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_) only  
within \_\_\_\_ day of \_\_\_\_\_ 202 .
- vi) Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_) only  
within \_\_\_\_ day of \_\_\_\_\_ 202 .
- vii) Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_) only  
within \_\_\_\_ day of \_\_\_\_\_ 202 .
- viii) Balance consideration sum of the below schedule flat  
shall be cleared on or before the date of execution and  
registration of Sale Deed and delivery of possession of  
Schedule – “B” mentioned flat.



4. That the Vendor shall deliver the peaceful possession of the below schedule flat which is more specifically mentioned in Schedule –B herein below to the Second Party/Purchaser within 24 (twenty four) months from the date of execution of this agreement. Provided that the First Party/Vendor shall not be responsible/liable if it fails to complete the construction of the Schedule - “B” mentioned flat and fails to deliver the same to the Second Party/Purchaser within the time as stipulated here-in-above due to act of God or for the circumstances /situations/reasons beyond its control and/or due to non payment of the sale price within the time stipulated here-in-above.
5. That upon tendering the balance sum of the consideration in accordance with the aforesaid payment schedule, the Vendor shall execute a duly stamped conveyance in favour of the Purchaser or his nominee at the cost of the Purchaser and present the same before the Addl. District Sub-Registrar, Siliguri – II at Bagdogra for its registration in accordance with law.
6. That the Purchaser will bear all cost and expenses for registering the Deed of Conveyance for the said flat which



will be prepared by the Advocate of the Vendor namely Sri Tapash Nandi, Advocate, Siliguri.

7. That the time of the said payment shall be the essence of the Purchaser hereby agreed not to withhold the said payment for any reason whatsoever. The Purchaser shall make all payments in accordance with the payment schedule as enumerated in Clause-3 of page – 15 & 16 of this agreement to the First Party/Vendor against proper valid receipt.
  
8. That if the Purchaser fails to make the payment of any installments on the stipulated period here-in above then the First Party/Vendor, without prejudice to its right to cancel this agreement, shall be entitled to charge @ 1% per month on and from the due date of the amount to be paid by the Purchaser to the First Party. Provided further if the Purchaser fails to pay the consideration money/sale price for more than two months beyond the period specified in clause - 3 above, then the First Party/Vendor shall have every right to cancel this agreement and in that event the First Party/Vendor shall be entitled to 1/3<sup>rd</sup> of the total payment made by the Purchaser as compensation and the balance 2/3<sup>rd</sup> amount shall be remitted to the Purchaser by the First Party/Vendor.



It is agreed by the parties that in no circumstances the Purchaser will be entitled to get the possession of the Schedule – “B” mentioned flat unless the total payment of the Sale price is made to the First Party/Vendor by the Purchaser.

9. That if the **Vendor** /First Party fails to deliver peaceful vacant possession of the said flat as specifically mentioned in Schedule “B” herein below unto and in favour of the Purchaser within the stipulated time agreed upon, despite the Purchaser has already paid the entire consideration money to the **Vendor** /First Party in that event the **Vendor** /First Party shall pay adequate compensation to the Purchaser from the date of such delay or default till the date of delivery of the possession of the finished flat to the Purchaser.
10. That nothing contained herein shall be construed at present demise or transfer by the Vendor in favour of the Purchaser nor this agreement shall be construed to be a transaction in the nature of part performance within the meaning of Section 53A of the Transfer of Property Act and such demise or transfer shall take effect only on making full and final



payment of the total consideration money as agreed to be paid by the Purchaser to the Vendor.

11. That it is hereby expressly agreed and declared that the Purchaser of all flats on the below Schedule – “A” land including the Purchaser herein, shall joint and form an Association or society.
12. That the engineer has been appointed for supervision of construction of the four storied building and the schedule – “B” mentioned flat and that appointment shall be deemed to have been done by the First Party/Vendor and the Purchaser. All the remuneration of the said Engineer shall be borne by the First Party/Vendor alone. Regarding the question whether proper materials have been used or not by the First Party/Vendor in the said building or schedule – “B” mentioned flat, the decision of the Engineer shall be final and binding upon the parties.
13. That the Purchaser shall not use or permit to be used the said flat other than residential purpose and the Purchaser shall not cause or permit to be caused any nuisance or annoyance to the occupiers of the other flat owners in the





said four storied building.

14. That the Purchaser if wants to make any additional work over and above work specification, all such extra costs and expenses will be borne by the Purchaser and in such cases the Purchaser shall pay all such costs and expenses to the Vendor, the work specification is specifically mentioned in Schedule – “C” herein below.
15. The Purchaser/s has satisfied about the right of the Vendor/First Party and the marketability of the said land therein in respect of the said proposed FLAT and also the said land after verification and inspection of all the papers of documents relating to the said land which he/she /they received from the Vendor/First Party before the execution of this presence.
16. That the Vendor/First Party undertake to the Purchaser that the said land and also the said FLAT is free from all encumbrances and has good marketable title.
17. So long as a said Unit of the said building shall not be separately assessed by the Purchaser to pay the



proportionate share of taxes to the Vendor/First Party in respect of the said Flat.

18. That the Purchaser shall have proportionate right, title and interest in the land along with other occupants/owners of the building. It is hereby declared that the interest in the land is impartial.
19. That the purchaser shall pay Rs. \_\_\_\_\_/- for Electric connection, which is compulsory for the purchaser.
20. That all the costs, charges and expenses for preparing, registering all the Conveyance, Deeds or other documents require to be executed by the Vendor or by the Purchaser as well as the entire professional costs of the Advocate of the Vendor/Developer in preparing and approving all such documents shall be borne by the Purchaser.
21. That the Purchaser/s shall not entitled to alter any pipes, conduits, cables and other fixture and fitting of the said flat.
22. Force Majeure: The following shall be included in the reasons beyond the Vendor control for giving possession of the said

Flat to the Purchaser.

- (a) Storm tempest, flood, earthquake and other Acts of God or Acts of Government, Statutory Body, etc.
- (b) Strike, riot, mob, order of injunction or otherwise restraining, development or construction at the said premises by the Court of Law, Tribunal or Statutory Body, scarcity or non availability of building materials equipments or labours, charges in law for the time being in force resulting in stoppage of construction at the said premises.

23. Jurisdiction: Only the Court within the Ordinary original Civil Jurisdiction of the Siliguri Civil Court shall have the jurisdiction to entertain try and determine all actions and proceedings between the parties hereto relating to or under this agreement or connected therewith including the arbitration as provided hereinabove.

24. That the **Purchaser** shall pay the GST (as applicable) vide its Registration No. \_\_\_\_\_, under Govt. of India & Govt. of West Bengal.

25. That the purchaser shall not entitled to transfer the said flat to any other person/s before registering the said flat in **his/her/their** name/s and if **he/she/they** wants to transfer the said flat to any other person/s then **he/she/they** shall pay the 5% of the total sale price amount to the Vendor/developer
26. That the Purchaser shall be entitled to use the common area mentioned in the Schedule – “D” below after registration of the Sale Deed.
27. That **the Purchaser** shall pay the electricity connection for the below schedule flat at its sown costs from the W.B.S.E.D.C.L.

#### **SCHEDULE - “A”**

**ALL THAT PIECE OR PARCEL** of land measuring 0.60 Acre, at an annual proportionate rent payable to the Govt. of West Bengal now represented by the B.L. & L.R.O., Rajganj, recorded in Khatian No. 466/18 (R.S.), 908 (L.R.), included in Plot Nos. 61/339 (R.S.), 312, 313 & 314 (L.R.), situated within Pargana - Baikanthapur, Mouza - **DABGRAM**, J.L. No. 2, Sheet No. 2 (R.S.) 2 (L.R.), under Dabgram –

I Gram Panchayat, within the jurisdiction of Police Station - Bhaktinagar, Addl. District Sub-Registry Office at Bhaktinagar, Sub-Division and District Jalpaiguri, in the State of West Bengal and the said demised land is butted and bounded as follows :-

By the **North** : Land of Akhil Roy, Sagar Roy & Chaitu Roy  
By the **South** : Land of Radha Kanta Roy  
By the **East** : 28 Feet Wide Road  
By the **West** : Land of Sagar Roy & others.

#### **SCHEDULE - "B"**

ALL THAT piece or parcel of one self contained residential flat measuring \_\_\_\_\_ (approx) Sq. ft. bearing Flat No. \_\_\_\_ at the \_\_\_\_\_ Floor including proportionate share in the stair case together with super built up area and Plinth Area measuring \_\_\_\_\_ Sq. ft. and Carpet Area measuring \_\_\_\_\_ Sq. ft. and a Parking Space measuring \_\_\_\_\_ Sq. ft. bearing No. \_\_\_\_ at the Ground Floor together with undivided proportionate undivided share of land of the multi storied building known as "\_\_\_\_\_ " standing on schedule - "A" land, under Dabgram - I Gram Panchayat, within the jurisdiction of Police Station - Bhaktinagar, Addl. District Sub-Registry Office at Bhaktinagar, Sub-Division and District Jalpaiguri, in the State of

West Bengal.

**SCHEDULE – “C”**

1. FOUNDATION : R.C.C. column foundation with 10" Brickwork in foundation upto plinth level;
2. BRICK WORK : 5" thick Brick Work (1:4) in super structure;
3. PLASTERIN : Inside and outside sand cement mortar plaster:
4. FLOORING :
  - (a) Living & dining room will be finished with 24" X 24" Vitrified Tiles (White or Ivory Colour).
  - (b) Bed Rooms & Balcony will be finished with 24" X 24" Vitrified Tiles (White or Ivory Colour);
  - (c) Kitchen Floor will be finished with Tiles;
  - (d) Oven slab will be made of Marble and finished with glazed tiles upto 3 Feet height from oven slab and S.S. sink shall be provided in kitchen.

(e) Toilet Floor will be finished with Marble/Aniti Skit Tiles and wall upto 5'-6" height will be finished with glazed tiles.

5. DOORS : (a) Main door frame will be made of Wooden (4" x 2<sup>1</sup>/<sub>2</sub>") height and breath as per plan and other Door frame will be made of Wooden (4" x 2<sup>1</sup>/<sub>2</sub>") height and main door shutter will be made of laminated flash door and other door shutter will be made of commercial ply finished flash door with fitting and enamel paint Toilet Door Frame will be made of Wooden and shutter will be made of P.V.C;
6. WINDOWS : (a) Windows will be made of Aluminum;  
(b) Leaf will be 4 mm glass fitted;
7. COLOUR : (a) Inside Wall – Putty;

- (b) Out side Wall – Whether Coat Paint;
  - (c) Door paint – primer & Synthetic paint;
  - (d) Door fittings: Aluminum;
8. ELECTRICAL WORKS All electric wiring will be concealed with Moduler Switches (ISI Brand) fitted boards (Excluding lamp & Fittings).
9. ELECTRICAL POINTS
- (a) Bed Rooms – 2 Light points, 1 Fan points, One 5 Amp. Socket.
  - (b) Dining cum Drawing Room - 3 Light points, 2 Fan points, One 15 Amp. Socket, 1 T.V. and 1 Calling Bell Point.
  - (c) Kitchen - 1 Light point, 1 Exhaust Fan point.
  - (d) Toilets - 1 Light point, 1 Exhaust Fan point.
  - (e) Balcony - 1 Light point.
  - (f) One Geyser Point shall be provided in one toilet.
  - (g) Aquagurd or similar water purifier point shall be provided.
  - (h) One A.C. point shall be provided in any one room.
10. PLUMBING & : (a) Toilet & Kitchen water line and SANITARY sewerage fittings-ISI approved Companies.



- (b) Outside water line) PVC;
- (c) Inside water line – P.V.C./U.P.V.C. Pipe ISI approved;
- (d) Inside water line will be concealed;
- (e) One White Porcelain basin shall be provided in Dining space.
- (f) One White Colour European type commode and Indian Type Pan shall be provided.
- (g) Sanitary Fittings : ISI

11. Electrical connection from W.B.S.E.D.C.L. to be arranged by the Purchaser at **his/her/their** own cost and one time infrastructure development cost in relation to installation of new electric connection which shall depend of the usage capacity determined by the W.B.S.E.D.C.L. shall also pay by the Purchaser.

12. Holding Tax & Mutation to be done by the Purchaser on **his/her/their** own costs.

#### **SCHEDULE – “D”**

**(DESCRIPTION OF THE COMMON AREA AND THE COMMON USERS)**

1. Proportionate shares in the Schedule – “A” land;
2. Stair-case and Stair case landing;
3. All the electrical fittings in the stair case and landings;
4. Top Roof;
5. Septic Tanks and Sock Well;
6. Water Pump, Common running water pipe lines;
7. Well (Pucca ring well) and water supply arrangements;
8. Boundary Wall and Main Gate;
9. Water resource and common Plumbing items;
10. All vacant space of the Schedule – “A” land excepting car parking space/garage;
11. Overhead tank;
12. All drains, sewerage and rain water pipes;
13. Other electrical equipments, fixtures and fittings which are necessary for passage to the user and other occupants of the Unit in common and such other common facilities;
14. All the payments to be made to Chowkidars, Night Watchman and Sweepers.

**SCHEDULE – “C”**  
**(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 machinery, equipments and installations, comprised in the common portions including water pumps, including the cost of repairing renovating and replacing the same.
3. 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, accountant, security guard, sweepers, plumbers, electricians and other maintenance staffs.
4. Cost of insurance premium for insuring the building and / or common portions.
5. All charges and deposits for supplies of common utilities to the co-owners in common.
6. Panchayet Tax, Water Tax and other levies in respect of the premises and the building (save those separately assessed in respect of any unit or on the Purchaser).
7. Costs of formation and operation of the service organization including the office expenses incurred for maintaining the office thereof.
8. Electricity charges for the electrical energy consumed for the

operation of the equipment and installations for the common services and lighting the common portions including system loss for providing electricity to each unit.

9. All litigation expenses incurred for the common purpose and relating to common use and enjoyment of the common portions.
10. All other expenses and / or outgoings as are incurred by the Vendors and / or the service organization for the common purposes.

NOTES :

- (a) Any addition/alteration should be finalized at the time of Booking.
- (b) For additional works will be done at extra cost as per prevailing market rate;
- (c) Vendor decision in respect of rates, quality of materials will be treated as final;
- (d) All materials and fittings will be of standard market P.V.C.
- (e) For any extra works 50% of total cost should be paid in advance otherwise such extra works will not be entertained.
- (f) If any party (Purchaser) wants to do the extra works by himself, then it will be done after taking over the possession of the respective flat.
- (g) The balance amount of extra works, if any, must be paid

immediately after receiving the Final Bill.

IN WITNESSES WHEREOF the parties to this Agreement have hereunto sets and subscribed their respective hereto on the day, month and the year first above written.

**WITNESSES:**

1)

\_\_\_\_\_  
Signature of the VENDOR

2)

\_\_\_\_\_  
Signature of the PURCHASER

A handwritten signature in blue ink, appearing to read "Aayji", is located at the bottom center of the page.

Aayji

Drafted, read over & explained by me  
and typed in my chamber.

Advocate / Siliguri