

Date: _____

PROVISIONAL ALLOTMENT LETTER

To,
Sri / Smt. _____

We have received payment of booking amount of Rs. _____/-, subject to realisation, vide Ch. No. _____ dated _____ drawn on _____ Bank. We are pleased to inform you that you have been allotted, subject to the terms and conditions attached with this letter, Shop/ Office/ Flat No. _____ on _____ Floor in "**Tradia**" located at, **2.5 Mile, Check post, opposite to saffroan crest, sevoke road, siliguri** comprising superbuilt up area of _____ sq. ft. (approx.) as per your request and choice with consideration amount of Rs. _____ (Rupees _____ only) including/ excluding parking space. This is for your kind notice and record.

Yours Sincerely,
Tradia
(Authorized Signatory)

TERMS AND CONDITIONS FOR ALLOTMENT OF SHOP/ OFFICE/ FLAT IN "Tradia" .

The application for allotment and sale of a Shop/ Office/Flat [hereinafter referred to as "the Unit"] shall be deemed to have been filed by the Intending after satisfying himself about the interest and rights of the Firm in the land on which the said Commercial cum Residential Complex is being developed and understanding all limitations and obligations in respect thereof, and hereafter no complaint/objection on this account shall be entertained.

1. The allotment of the Unit is entirely at the discretion of the Firm and the Firm has a right to reject any offer without assigning any reason thereof.
2. That the Firm shall have the right to effect suitable and necessary alterations in the layout plan, if and when necessary, which may involve all or any of the changes, namely change in the locations of apartment, change in its number, dimensions, height, size, area, layout or change of the entire scheme. In case of absolute deletion of Unit, no claim monetary or otherwise will be raised or accepted except the amount received shall be refundable in full without interest.
3. That building plans and layout are subject to changes and approval of Municipal Corporation and other authorities. The Firm reserves its right to make additions or amendments as may be necessitated from time to time.
4. The purchaser shall execute the required documents within a period of 30 days from the date of this application along with payment of 1st installment mentioned in the application form. In case, the purchaser fails to do so then this provisional booking shall stand cancelled and the builder shall be entitled to allot the same to any other buyer at his own discretion.
5. That the applicant shall not be entitled to get the name of his/her nominee substituted in his/her place without the prior approval of the Firm, which may in its sole discretion, permit the same on such terms as it may deem fit.
6. That the applicant agrees that he/she shall pay the price of the Unit on the basis of the super area i.e. covered area inclusive of proportionate share of common areas and all other charges as and when demanded. He/ She also agrees to make all payments through Demand Drafts / Cheques payable at Karnataka only.
7. That the timely and regular payment of installment is the essence of this contract. It shall be incumbent on the applicant to comply with the terms of payment and other terms and conditions of sale, failing which the applicant shall have to pay interest @24% per annum on the delayed payments and the Firm reserves its right to forfeit up to 10% of the basic cost of the unit in the event of any irregular / delayed payments / non-fulfillment of terms of payment and the allotment may be cancelled at the discretion for the Firm.
8. The applicant state that in case they decide to cancel the unit, and if the same is considered and approved by the builder, then builder is entitled to recover 10% of the total agreement value, interest accrued and administrative charges, if any, at the time of cancellation. Builder is entitled to allot and sell the undivided share in land

and the unit to any other person and on such terms and conditions as the builder deems fit, and to repay the applicant(s) the balance amount, if any, within 3 months from the date of resale without any interest

9. Service Tax and VAT as applicable from time to time shall be extra and are to be borne by the purchaser. That the applicant agrees to reimburse to the Firm and to pay on demand all taxes, levies or assessments whether levied now or leviable in future on land and/or building "Tradia" as the case may be from the date of allotment.
10. The Firm shall endeavour to give possession of the Unit to the applicant as early as possible, subject to force majeure circumstance and reasons beyond the control of the Firm with a reasonable extension of time for possession.
11. The applicant shall before taking the possession of the Unit must clear all the dues towards the Unit and have Conveyance Deed for the said Unit executed in his favor by the Firm, after paying Stamp Duty, Registration Fee and other charges/expenses.
12. That the applicant shall use the premises for agreed purposes only. The applicant shall not use premises for any other purpose.
13. Other terms and conditions mentioned in Agreement to Sale/ Sale Deed etc. shall apply.

I have fully read and understood the above mentioned terms and conditions and agree to abide by the same.

Date...

Place...

.....
Signature of Applicant

AGREEMENT TO SALE

**THIS AGREEMENT MADE ON THIS THE __ DAY OF
JANUARY 2020 (TWO THOUSAND TWENTY).**

B E T W E E N

1.RUMTEK DEVELOPERS PRIVATE LIMITED (PAN: AACR0011L) a private Limited Company incorporated under the provisions of the Companies Act 1956, bearing Certificate of Incorporation No.099939 OF 2004 having its registered office at Sidhi Vinayak Enclave, Jyoti Nagar, P.O. Siliguri-734001, P.S. Bhaktinagar, District- Jalpaiguri in the State of West Bengal represented by one of its Directors duly authorized for this purpose **SRI SANJAY KUMAR GARG** Son of Late Khusi Ram Garg, Hindu by religion, Indian by Nationality, Director of the above named Company by occupation, resident of Pranami Mandir Road, P.O. & P.S. Siliguri-734001 in the District of Jalpaiguri,

2. TULSA ENTERPRISES (PAN: AADFT1185G) a partnership firm having its office at 2nd Mile Sevoke Road, P.O. Siliguri-734001, P.S. Bhaktinagar, District- Jalpaiguri in the State of West Bengal represented by one of its Partner duly authorized for this purpose **SRI SURESH KUMAR AGARWAL** Son of Late Amilal Agarwal, Hindu by religion, Indian by Nationality, Director of the above named Company by occupation, resident of Church Road, P.O. & P.S. Siliguri-734001 in the District of Darjeeling,

3. SRI PRADIP AGARWAL (PAN: ACRPA2125P) Son of Late Ram Chandra Agrawal, Hindu by faith, Business by occupation, residing at Church Road, P.O. & P.S. Siliguri-734001 in the District of Darjeeling ----- hereinafter collectively and jointly called **VENDORS/FIRST PARTY** (which expression shall mean and include unless excluded by or repugnant to the context of its Directors, office bearers, partners, heirs, executors, successors, administrators, representatives and assigns) of the **FIRST PART**.

A N D

SRI MEGHRAJ AGARWAL (AADHAR: 7362 0912 0314, PAN: ACRPA8279Q) Son of Sri/ Late **JAI NARAYAN AGARWAL**. Hindu/Muslim/Christian by religion, Indian by Nationality, Business/Service/Housewife/others by occupation, residing at **JYOTI NAGAR, WARD NO. 41, P.O. SEVOKE RAOD SILIGURI (M.CORP) P.S. BHAKTINAGAR, Dist-JALPAIGURI-734001**, hereinafter jointly and collectively called **PURCHASER(S)/SECOND PARTY** (which expression shall mean and include unless excluded by or repugnant to the context his/her/it/their heirs, executors, successors, administrators, representatives and assigns) of the **SECOND PART**.

A N D

TULSA SIDHI ENTERPRISES (PAN: AADFT1185G), an Association of Persons having its office at 2nd Mile Sevoke Road, Shanti Square, P.O. Siliguri-734001, P.S. Bhaktinagar, District- Jalpaiguri in the State of West Bengal --- hereinafter called **DEVELOPER/THIRD PARTY** (which expression shall mean and include unless excluded by or repugnant to the context of its Partners,

office bearers, executors, successors, administrators, representatives and assigns) of the **THIRD PART** represented by its authorized signatories **1. SRI SURESH KUMAR AGARWAL** Son of Late Amilal Agarwal and **2. SRI SANJAY KUMAR GARG** Son of Late Khusi Ram Garg, Both Hindu by religion, Indian by Nationality, Business by occupation, No.1 resident of Church Road, P.O. & P.S. Siliguri-734001 in the District of Darjeeling and No. 2 of Pranami Mandir Road, P.O. & P.S. Siliguri-734001 in the District of Jalpaiguri.

WHEREAS the above named vendors hereof **RUMTEK DEVELOPERS PRIVATE LIMITED, TULSA ENTERPRISES and SRI PRADIP AGARWAL** jointly purchased land measuring 76 Katha 6 Chattak appertaining to R.S. Plot No.133 of Mouza Dabgram of R.S. Sheet No.5 corresponding L.R. Sheet No. 4 recorded in the R.S. Khatian No. 83/1 located within the Ward No. 42 of Siliguri Municipal Corporation, P.S. Bhaktinagar, J.L. No.2 in the District of Jalpaiguri more fully described in the Schedule -A herein below by virtue of a Deed of Conveyance duly executed by **TARA AGARWAL and RAJ KUMAR AGARWAL** duly registered in the office of the District Sub Registrar, Jalpaiguri recorded in the Book No. I, Volume No. 0702-2017, Pages- 21201 to 21246, Document No. 070201181 for the year 2017. For the Sake of brevity the below Schedule-A land is hereinafter referred as **Schedule - 'A' land**.

AND WHEREAS possessing the aforesaid land the above named **RUMTEK DEVELOPERS PRIVATE LIMITED, TULSA ENTERPRISES and SRI PRADIP AGARWAL** jointly prayed before the office of the B.L.&L.R.O, Rajganj to mutate the land in their respective names as per their respective share in the aforesaid purchase. The concerned office after verification of all documents and Deed of Conveyance duly mutated the aforesaid land in their respective names as per their respective shares in the said land and opened up the following three separate L.R. Khatians in respect of corresponding L.R. Plot No. of L.R. Sheet No. 4:-

NAME	L.R. KHATIAN NO.
RUMTEK DEVELOPERS PRIVATE LIMITED	1798
TULSA ENTERPRISES	1799
PRADIP AGARWAL	1797

AND WHEREAS the above named vendors hereof also prayed for the change of the character of the Schedule-A land to its present character of Commercial-Bastu with the office of the S.D.L.&L.R.O, Jalpaiguri and the said office after verification of all Deed and documents duly converted the land to its present character as stated herein above by virtue of following conversion case numbers:

NAME	CONVERSION CASE NO.
RUMTEK DEVELOPERS PRIVATE LIMITED	205/SDLLRO(S)JAL/19 DATED 14/02/2019
TULSA ENTERPRISES	204/SDLLRO(S)JAL/19 DATED 14/02/2019
PRADIP AGARWAL	268/SDLLRO(S)JAL/19 DATED 26/02/2019

fixed valuable and monetary consideration of **Rs. 55,25,000/- (Rupees FIFTY FIVE LAC TWENTY FIVE THOUSAND only)**. For the sake of brevity and clarity the Shop /Office premises sold and transferred by these presents and more fully described in the Schedule- B herein below and is hereinafter referred as **SCHEDULE-B PROPERTY**.

AND WHEREAS the Purchaser(s) being in need of a **SCHEDULE-B PROPERTY** in ownership in the locality where the aforesaid multistoried building under construction is situated and after inspecting the documents of title of vendors to the said land, site plan, sanctioned building plan, standard of workmanship in construction, quality of materials used etc as well as the construction of the said multistoried building till date and considering the price so offered by the vendors and the developer as fair, reasonable and highest have agreed to purchase from the vendors and the developer, the said **SCHEDULE-B PROPERTY** together with undivided common share or interest in the common spaces like stairs, statutory open space, toilets, well, overhead tanks and other fittings and fixtures and other common parts services, services of the building free from all encumbrances, charges, liens, lispendences, attachments, mortgages and all or any other liabilities whatsoever with sole, absolute, exclusive, transferable and irrevocable right, title and interest for the **SCHEDULE-B PROPERTY** for a valuable consideration of **Rs. 55,25,000/-/(Rupees FIFTY FIVE LAC TWENTY FIVE THOUSAND only)**.

AND WHEREAS the parties hereto have agreed to execute in writing the "Terms and Conditions" as agreed in between them to avoid any disputes and / or misunderstandings in future.

NOW THIS INDENTURE WITNESSTH that in pursuance of the aforesaid offer, acceptance and also in consideration of **Rs. 55,25,000/-/(Rupees FIFTY FIVE LAC TWENTY FIVE THOUSAND only)**, paid by the Purchaser(s) to the Vendor and the Developer as earnest money (the receipt whereof the First Party and the Third Party do hereby acknowledge) and all the parties do hereby execute this Deed of Agreement for Sale in respect of the **SCHEDULE-B PROPERTY** to be sold in favor of the Second Party and the parties hereof bind themselves to act as follows :-

1. That the Purchaser(s) has agreed to purchase the **SCHEDULE-B PROPERTY** including the proportionate, undivided, impartible and variable share in the Schedule-A land on which the said building is stands.
2. That the total Consideration for the said **SCHEDULE-B PROPERTY** is **Rs. 55,25,000/-/(Rupees FIFTY FIVE LAC TWENTY FIVE THOUSAND only)**, to be paid by the Purchaser(s) to the Vendor and the Developer as per schedule of payment set out in the Schedule "D" herein below. The Purchaser(s) hereto have consented to the said total consideration money and the manner and mode of Payment.

3. That the Purchaser(s) shall not do any act, deed or thing, whereby the development/construction work of the said building is in any way hindered or impeded with nor shall prevent the vendors and the developer from Selling, Transferring, Assigning or Disposing of unsold portion or rights, title and interests therein or appurtenant thereto.

4. That the Purchaser(s) shall have to pay for the Premises, Electricity Charges, transformer and other equipments imposed by the developer and other applicable charges as per the payment plan. All taxes, levies and imposition arising out of the transactions shall also be payable by the Purchaser(s).

5. That the Purchaser(s) has accepted the plans layout, designs and specifications for the project. The Purchaser(s) agrees that the Vendor and the developer may affect such variations, additions, alterations, deletions and modifications therein as it may in its sole discretion deem appropriate, fit or necessary and the Purchaser(s) hereby gives his/her/their consent to such variations/ additions/ alteration/ deletion and modification. The price and other amounts payable by the Purchaser(s) shall be varied pro-rata in case of any variation in the area of the allotted premises.

6. That in case of default in payment of balance amount within the stipulated period as aforesaid, or in observance and compliance of any of the "Terms and Conditions" hereof, the Vendors and the Developer shall be at liberty to terminate this agreement and shall be entitled to receive interest @12% on the total consideration money to be calculated from the date of signing these presents and the same shall be adjusted with the earnest money paid by the Purchaser(s) and if any balance is left then the same may be returned back to the Purchaser(s) and the Vendors and the Developer shall be at liberty to dispose of the **SCHEDULE-B PROPERTY** in such manner and to such person as they may think fit and the Purchaser(s) shall not be entitled to question or dispute such sale made by the Vendors and the Developer on any ground whatsoever or claim any amount whatsoever on this account.

7. That the Vendors and the Developer shall not be liable, at anytime, under any circumstances for any rate or taxes pertaining to the **SCHEDULE-B PROPERTY** except for unsold portion of the building which shall be borne by the Vendors and the Developer proportionately with all the Purchaser(s) unless separately levied upon and charged for.

8. That after the execution and registration of Deed of Conveyance by the Vendors and the Developer hereof in respect of the **SCHEDULE-B PROPERTY**, the Purchaser(s) shall have to get his/her/their name mutated with respect to the said **SCHEDULE-B PROPERTY** both at the office of the B.L. & L.R.O., Rajganj and Siliguri Municipal Corporation and get it numbered as a separate holding and shall pay Municipal Taxes as may be levied upon him/her/them from time to time.

9. That it is hereby agreed by the Purchaser(s) hereof that a maintenance charge shall be paid by him/her/them in advance to the Vendors and the Developer for the period of first 24 months from the date of deemed possession or from the date of actual possession of the **SCHEDULE-B PROPERTY** whichever is earlier. The Deemed date of possession will be such date on which the Vendors and the Developer hereof intimates the Purchaser(s) to take the delivery of the possession of the **SCHEDULE-B PROPERTY**. The maintenance of the said multistoried building shall be carried either by the Vendors and the Developer or by the agency appointed by them and the maintenances charges shall be collected either by the Vendors and the Developer or by the agency appointed by them.

10. That the Purchaser(s) shall also pay GST as applicable and also the costs and charges of stamps, registration charges, copy writing charges and other incidental expenses for and/or in relation to this agreement and the conveyance for the sale and also for obtaining approvals and consents necessary for such transfer and also for any other assurances, deeds required to be made for or in relation to the same immediately on the receipt of notice of such demands from the Third Party.

11. That it is further agreed in between the parties hereof that the ultimate roof of the said multistoried building shall exclusively belong to the Vendors and the Developer of these presents, and they shall be at liberty to sell, dispose or do anything which they deem fit and proper. The Purchaser(s) shall not be entitled to claim it as common space in any manner whatsoever.

12. That the Purchaser along with other occupants of the building shall be entitled to use common parking space as marked by the developer. However, if exclusive and dedicated parking slot is available/required then the same be allotted to the purchaser, but the allotment is at the sole discretion of the developer, the purchaser cannot exert any type of undue pressure force on the developer for the such dedicated parking space.

13. That the Vendors and the Developer covenants that the **SCHEDULE-B PROPERTY** hereby agreed to be conveyed in favor of the Purchaser(s) is free from all encumbrances, whatsoever, and in the event of any contrary, the the Vendors and the Developer shall be liable to make good the loss or injury which the Purchaser(s) may suffer or sustain in consequence thereof.

14. That the Vendors and the Developer will pay up-to-date Municipal Taxes, land Revenue and or any Other Charges, Dues if any and will obtain all necessary permissions from Competent Authority / Authorities and shall make the **SCHEDULE-B PROPERTY** free from all Encumbrances, Charges, Liens, Attachments, Lispendences, Mortgages and all or any Other Liabilities, whatsoever. The Purchaser(s) shall have no responsibility in this respect.

15. That the Vendors and the Developer shall at their own costs make all other necessary persons join it in the conveyance whether as conveying parties, confirming parties or assuring parties as shall be required to pass and convey UNTO and to the use of the Purchaser(s) a clear title of the said **SCHEDULE-B PROPERTY** free from all doubts as hereunder contemplated.
16. That before the execution and registration of the proper sale deeds the Vendors and the Developer shall make it a clear saleable title to the satisfaction of the Purchaser(s).
17. That as scribed herein above the land measuring 5.44 Kathas more or less in the frontal side for the widening of the Sevoke Road and land measuring 6.818 kathas in the Eastern Bypass side for widening of the road (total land retained: $5.44+6.818=12.258$ kathas) is retained by the vendors for the widening of the Sevoke Road and Eastern Bypass, till the time of the acquisition of the land by the appropriate authorities, the vendors assure that it will not construct any structure/room on it which may create obstruction in the front/back side of the building and upon acquisition of the land, any compensation if received then the same shall exclusively belongs to vendors and the purchaser hereof and other occupants of the building shall not raise any claim whatsoever over such compensation amount.
18. That the Purchaser(s) shall be liable to pay a sum as determined by the Vendors and the Developer in addition to the aforesaid consideration money for the **SCHEDULE-B PROPERTY** on account of the charges of electrical Transformer and other electrical equipments as required by the WBSEDCL for obtaining the electricity supply.
19. That in the event of the Purchaser(s) selling the **SCHEDULE-B PROPERTY** to some other intending person, in that event, the Purchaser(s) shall immediately inform the Vendors and the Developer of such transaction and the Vendors and the Developer shall update its books of accounts of such change of ownership on receiving the administrative charges from the Purchaser(s)/Second Party. The administrative charges shall be determined and fixed by the Vendors. Further, incidence of any tax(including GST, Income Tax, Registration Fees, Stamp Duty) due to this additional transaction shall be borne and paid by the Purchaser(s)/Second Party and in the event of the Purchaser(s)/Second Party fails to pay such tax, then the intending person shall be made liable for the payment of such tax and unless and until such tax is paid to the concerned department of the Central/State Government, the Vendors and Developer shall neither hand over the actual physical possession of **SCHEDULE-B PROPERTY** nor shall execute and register proper Deed of Conveyance in his favor.
20. That in spite of readiness and willingness of the Purchaser(s) the Vendor and the Developer fails or neglects to execute and register the proper sale deed in favor of the Purchaser(s) on receipt of the balance consideration money then the Purchaser(s) shall entitled to take legal

action against the Vendors and the Developer for the said **SCHEDULE-B PROPERTY** under the Specific Performance Act, Transfer of Property Act and other Acts. All the matters are subject to Jurisdiction of Court of Law at Jalpaiguri.

SCHEDULE 'A'

(DESCRIPTION OF THE LAND WHERE THE BASEMENT PLUSE SEVEN STORIED BUILDING NAMED AS " " STANDS)

ALL THAT PIECE AND PARCEL OF land measuring 105.79306 DECIMAL appertaining to R.S. Plot No. 133 corresponding to L.R. Plot No. 53/737 of R.S. Sheet No. 5 corresponding to L.R. Sheet No. 4 of Mouza DABGRAM recorded in R.S. Khatian No. 83/1 corresponding to L.R. Khatian Nos.1798, 1799 and 1797, J.L. No. 2, Pargana - BAIKUNTHAPUR, P.S. BHAKTINAGAR, Sevoke Road within the jurisdiction of Ward No.42 of Siliguri Municipal Corporation, District of JALPAIGURI in the State of West Bengal. ZONE: Cosmos Mall to Orbit Mall.

The aforesaid land is butted and bounded as follows:

NORTH : 20 FEET WIDE ROAD,

SOUTH : LAND OF BHAWAR LAL JAIN AND PART OF PLOT NO.133,

EAST : EASTERN BYPASS ROAD,

WEST : 60 FEET SEVOKE ROAD.,

SCHEDULE-B PROPERTY

DESCRIPTION OF THE SHOP/OFFICE PREMISES

One Shop/Office premises being Premises No. _____ measuring approximately _____ (_____) Square Feet Carpet Area (Super Build up Area 850 Square Feet) Ground Floor of the Block- "F" of the Basement + Seven storied building named " _____ " together with proportionate undivided share in the aforesaid Schedule -"A" land.

Flooring of Premises - _____

SCHEDULE 'C'

COMMON PROVISIONS AND UTILITIES

1. Staircase and staircase landing on all floors.
2. Common entry in the ground floor.
3. Water pump, water tank, water pipes and common plumbing installations.
4. Drainage and sewerage, Boundary wall and main gate.
5. Such other common parts, areas and equipments, installations, fixtures and fittings and spaces in or about the said building as are necessary for passage to the user and occupancy of the unit in common and such other common facilities as may be prescribed from time to time.

SCHEDULE - "D"

AMOUNT PAYABLE:

1. Total Consideration Money	: Rs. 55,25,000/-
2. Electricity Charges if any	: Rs. _____
3. Maintenance Charges for the period of first 24 months:	Rs. _____
4. Any other charges	: Rs. _____
5. GST if any	: Rs. _____
Total	: Rs. _____

SCHEUDLE OF PAYMENT:

1. On application of booking or at the time of execution of these presents-
:Rs _____/-
2. Installments of Rs. _____/- every month till the 95% of the total consideration money is paid.
3. Final and remaining balance payment of 5% either at the time of handing over the actual physical possession of the **SCHEDULE-B PROPERTY** or on or before the execution and registration of Proper Deed of Conveyance in favor of the Purchaser(s) whichever is earlier.

IN WITNESS WHEREOF both the parties do hereunto set their respective hands on the day, month and year first above written.

WITNESSES:

1.

FIRST PARTY/VENDORS

2.

SECOND PARTY/PURCHASER(S)

THIRD PARTY/DEVELOPER

MEMO OF RECEIPT

Rs. _____/-

RECEIVED of and from the within-named
PURCHASER(S) Rs. _____/-
(Rupees _____
_____) only, by
within-named VENDORS and the
DEVELOPER the within-mentioned sum
of Rs. _____/- (Rupees _____
_____) only,
paid by the PURCHASER(S) to the
VENDORS and the DEVELOPER as earnest
money in respect of the **SCHEDULE-B
PROPERTY.**

DETAILS OF THE PAYMENT OF THE AFORESAID EARNEST MONEY

DATE	BANK	CHEQUE /RTGS	AMOUNT
		TOTAL	