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AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE EXECUTED ON THIS DAY OF 2021.

BETWEEN

1. **SRI SURESH KUMAR AGARWAL,(PAN- ACGPA2806E)**, Son of Late Bajrang Lal Agarwal, Indian by Nationality, Hindu by Religion, Business by Occupation, Resident of Model Town, Pranami Mandir Road, P.O. Sevoke Road, P.S. Bhaktinagar, District: Jalpaiguri, in the State of West Bengal,

2. **SHREE SHYAM CONSTRUCTIONS, (PAN-AEAFS7072N)**, a partnership firm, having its office at Shyam Mandir By Lane, Behind Uttar Banga Marwari Palace, 2nd Mile, Sevoke Road, Siliguri, P.O. Sevoke Road, P.S. Bhaktinagar, District: Jalpaiguri, in the State of West Bengal, represented by one of its partner **SRI SANJAY KUMAR SINGHANIA**, Son of Late Shankarlal Singhania, Indian by Nationality, Hindu by Religion, Business by Occupation, Resident of Model Town-1, Pranami Mandir Road, Siliguri, P.O Sevoke Road, P.S Bhaktinagar, District: Jalpaiguri, in the State of West Bengal hereinafter referred to as the "**VENDOR**" (which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include the partners and partner for the time being of the said firm, the survivor or survivors of them and their partners, heirs, executors and administrator of the last surviving partner and his/her/their assigns).

AND

Mr./Mrs./Ms..... son/daughter/wife of, Mr.....
.....aged about..... Years, residing athereinafter
called the "Purchaser" (which expression shall unless repugnant to the context or meaning thereof
be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest &
permitted assignees). (**PAN**) (**Aadhar No.**),

The Vendors and the Purchaser(s) shall hereinafter be collectively referred to as "Parties" and individually as a "Party".

INTERPRETATIONS/ DEFINITIONS:

For the purpose of this agreement for sale, unless the context otherwise requires,-

- a) “**Act**” Means the West Bengal Housing Industry Regulation Act 2017, (West Ben. Act XLI of 2017).
- b) “**Rules**” Means the West Bengal Housing Industry Regulation Rules 2018 made under the West Bengal Housing Industry Regulation Act 2017.
- c) “**Regulation**” means the Regulations made under **the** West Bengal Housing Industry Regulation Act 2017.
- d) “**Section**” means a section of the Act.

WHEREAS-

- A. The abovenamed Vendor No. 1. **SRI SURESH KUMAR AGARWAL**, Son of Late Bajrang Lal Agarwal, became the owner of land measuring 54.52 Decimals alongwith fifteen years old Residential structure measuring 1240 sq. ft. standing thereon by virtue of Registered Deed of Gift, dated 12.02.2019, being Document No. I- 1062 for the year 2019 and the same was registered in the Office of the A.D.S.R. Bhaktinagar, in the District of Jalpaiguri.
- B. AND WHEREAS abovenamed Vendor No.1. **SRI SURESH KUMAR AGARWAL** **thereafter had** demolished the existing residential structure standing thereon.
- C. The abovenamed Vendor No. 2, **SHREE SHYAM CONSTRUCTIONS**, a partnership firm, purchased land measuring 12 Kathas 15 Chhataks from Smt. Gita Devi Agarwal, wife of Late Deokinandan Agarwal, by virtue of Registered Deed of Conveyance, dated 13.12.2019, being document No. I- 7971 for the year 2019 and the same was registered in the Office of the A.D.S.R. Bhaktinagar, in the District of Jalpaiguri.

AND WHEREAS in the manners aforesaid the abovenamed **VENDORS: 1. SRI SURESH KUMAR AGARWAL** and 2. **SHREE SHYAM CONSTRUCTIONS**, became the owners of

undivided land measuring 54.52 Decimals and 12 Kathas 15 Chhataks, having permanent, heritable and transferable, right, title and interest therein, free from all encumbrances and charges whatsoever and the said land is fully described in Schedule-A below.

- A. The said land is earmarked for the purpose of building of multistoried residential cum commercial building and the said project shall be known as **“29 HEIGHTS”**.
- B. The Vendors are fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Vendors regarding the said land on which Project is to be constructed have been completed.
- C. The Siliguri Municipal Corporation Area has granted the Plan approval to develop the Project vide its approval dated Bearing Plan no.
- D. The Vendors have obtained the final layout plan, sanctioned plan, specification and approvals for the project and also for the flat and parking space, from Siliguri Municipal Corporation Area. The Vendors agree and undertake that it shall not make any changes to these approved plans except in strict compliance with Section 14 of the Act and other laws as applicable.
- E. The Vendors has registered the project under the provisions of the Act with the West Bengal Housing Industry Regulatory Authority at on under registration no.....
- F. The Purchaser has offered to purchase a Flat in the Project and has been allotted Residential Flat No., having Super built-up area ofsquare feet, carpet area of Square feet, on Floor and One Parking Space measuring square feet in the Floor of the Building, as permissible under the applicable law and of pro rata share in the common areas (“Common Area”) as defined under clause (m) of Section 2 of the Act (hereinafter referred to as the "Flat and Parking Space" more particularly described in Schedule-B below;
- G. The Parties have gone through all the terms & conditions set out in this Agreement and understood the mutual rights and obligations detailed herein.

- H.** 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.
- I.** 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;
- J.** In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Vendors hereby agree to sell and the Purchaser hereby agrees to purchase the Flat and Parking Space as specified in Para G.

NOW THEREFORE, in consideration of the mutual representation, covenants, assurances, promises and agreement contained herein and other good and valuable consideration, the parties agree as follows:

1. TERMS:

- 1.1 Subject to the terms & conditions as detailed in this Agreement, the Vendors hereby agree to sell to the Purchaser(s) and the Purchaser(s) hereby agrees to purchase, the Flat and Parking Space as specified in Para 'G'
- 1.2 The Total Price for the Flat and Parking Space based on the carpet area is Rs. (in words Rupees only) ("**Total Price**")

Explanation:

- (i) The Total Price above includes the booking amount paid by the Purchaser to the Vendors towards the Flat and Parking Space.
- (ii) The Total Price above excludes Taxes (consisting of tax paid or payable by the Vendors by way of G.S.T. and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Vendors, by whatever name called) up to the date of the handing over the possession of the Flat and Parking Space to the Purchaser and the Project to the

association of Purchasers or the competent authority, as the case may be, after obtaining the completion certificate;

Provided that in case there is any change/ modification in the taxes, the subsequent amount payable by the Purchaser(s) to the Vendors shall be increased/ reduced based on such change/ modification.

Provided further that if there is any increase in the taxes after the expiry of the schedule date of completion of the Project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said Project by the Authority, as per the Act, the same shall not be charged from the Purchaser;

(iii) The Vendors shall periodically intimate to the Purchaser(s), the amount payable as stated in (i) above and the Purchaser(s) shall make payment demanded by the Vendors within the time and in the manner specified therein. In addition, the Vendors shall provide to the Purchaser(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 Flat and Parking Space includes recovery of price of land, construction of, not only the Flat and Parking Space but also, the common areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the Flat, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the common areas, and includes cost for providing all other facilities, amenities and specification to be provided within the Flat, parking Space and the Project but excludes Taxes and Maintenance Charges.

1.3 The Total Price is escalation free, save and except increases which the Purchaser(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 undertake and agree that while raising a demand on the Purchaser(s) for increase in development charges, cost/charges imposed by the competent authorities, the Vendors shall enclose the said notification/ order/ rules/ regulations to that effect along with the demand letter being issued to the Purchaser(s), which shall only be applicable on subsequent payments:

Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the project as per registration with the Authority,

which shall include the extension of registration, if any, granted to the said project by the Authority, as per the Act, the same shall not be charged from the Purchaser.

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

1.5 The Vendors may allow, in its sole discretion, a rebate for early payments of installments payable by the Purchaser(s) by discounting such early payments for the period by which the respective installment has been proponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to the Purchaser(s) by the Vendor.

1.6 It is agreed that the Vendors shall not make any addition and alteration in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described herein at Schedule 'D' and Schedule 'E' (which shall be in conformity with the advertisement, prospectus etc., on the basis of which sale is effected) in respect of the Flat and Parking Space, as the case may be, without the previous written consent of the Purchaser(s) as per the provisions of the Act:

Provided that the Vendors may make such minor additions or alterations as may be required by the Purchaser(s), or such minor changes or alterations as per the provisions of the Act.

1.7 The Vendors shall confirm the final carpet areas that has been allotted to the Purchaser 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 Vendor. If there is reduction in the carpet area than the Vendors shall refund the excess money paid by Purchaser within forty-five days with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by the Purchaser. If there is any increase in the carpet area, which is not more than three percent of the carpet area of the Flat and Parking Space, allotted to the Purchaser, the Vendors may demand that from the Purchaser. All these monetary adjustments shall be made at the same rate per square feet as agreed in Para 1.2 of this agreement.

1.8 Subject to Para 9.3 the Vendors agree and acknowledge that the Purchaser shall have the following rights to the Flat and Parking Space as mentioned below:

- (i) The Purchaser(s) shall have exclusive ownership of the Flat and Parking Space;
- (ii) The Purchaser(s) shall also have undivided proportionate share in the common areas. Since the share/ interest of Purchaser(s) in the common areas is undivided and cannot be divided or

separated, the Purchaser(s) shall use the common areas, along with other occupants and maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the Vendors shall handover the common areas to the association of Purchasers after duly obtaining the completion certificate from the competent authority as provided in the Act;

(iii) That the computation of the price of the Flat and Parking Space includes recovery of price of land, construction of, not only the Flat and Parking Space but also, the common areas, internal development charges, external development charges, cost of providing electric wiring, electrical connectivity to the Flat and Parking Space, lift, water line and plumbing, finishing with paint, tiles, doors, windows, fire detection and firefighting equipment in the common areas. and includes cost for providing all other facilities, amenities and specification to be provided within the Flat, Parking Space and the Project but excludes taxes and maintenance charges.

(iv) The Purchaser has the right to visit the Project site to assess the extent of development of the Project and his Flat and Parking Space, as the case may be.

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

1.10 The Vendors agree to pay all outgoing/ dues before transferring the physical possession of the Flat and Parking Space to the Purchaser(s) which it has collected from the Purchaser(s), for the payment of outgoing/dues (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 fail to pay all or any of the outgoing/ dues collected by it from the Purchaser(s) or any liability, mortgage loan and interest thereon before transferring the Flat and Parking Space to the Purchaser(s), the Vendors agree to be liable, even after the transfer of the property, to pay such outgoing/ dues and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefore by such authority or person.

1.11 The Purchaser has paid a some of Rs. (Rupees only) as booking amount being part payment towards the Total Price of the Flat and Parking Space at the time of application the receipt of which the Vendors hereby acknowledge and the Purchaser hereby agrees to pay the remaining price of the Flat and Parking Space as prescribed in the payment plan at Schedule C as may be demanded by the Vendors within the time and manner specified therein.

Provided that if the Purchaser(s) delays in payment towards any amount which is payable, he shall be liable to pay interest at the rate prescribed in the Rules.

2. MODE OF PAYMENT:

Subject to the terms of the agreement and the Vendors abiding by the construction milestones, the Purchaser shall make all payments, on written demand by the Vendors, within the stipulated time as mentioned in the payment plan [through account payee cheque / demand draft/ banker's cheque or online payment (as applicable) in favor of “**29 HEIGHTS**” payable at The timely payment of all the amounts payable by the Allottee under this Agreement (including the Total Price), is the essence of the contract. An intimation forwarded by the Vendors to the Allottee that a particular milestone of construction has been achieved shall be sufficient proof thereof. The Vendors demonstrating dispatch of such intimation to the address of the Allottee as stated at Clause 29 (Notice) including by e-mail, shall be conclusive proof of service of such intimation by the Vendors upon the Allottee, and non-receipt thereof by the Allottee/s shall not be a plea or an excuse for non-payment of any amount or amounts.

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

3.1 The Purchaser, if resident of outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act,1999 ('FEMA'), Reserve Bank of India Act, 1934 ('RBI' Act) and the Rules and Regulation made thereunder or any statutory amendments or modifications made thereof and all others applicable laws including that of remittance of payment, acquisition/ sale/ transfer of immovable properties in India etc. and provide the Vendors with such permission, approval which would enable the Vendors 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 Regulation of the Reserve Bank of India or any other applicable law. The Purchaser 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 may be liable for any action under Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

3.2 The Vendors accept no responsibility in regard to matters specified in Para 3.1 above. The Purchaser shall keep the Vendors fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Purchaser subsequent to the signing of this Agreement, it shall be the sole responsibility of the Purchaser to intimate the same in writing to the Vendors immediately and comply with necessary formalities if any, under the applicable laws. The Vendors shall not be responsible towards any third-party making payment/remittances on behalf of Purchaser and such third party shall not have any right in the application/allotment of the said Flat and Parking Space applied for herein in any way and the Vendors shall be issuing the payment receipts in favor of the Purchaser only.

4. ADJUSTEMENT/ APPROPRIATION OF PAYMENTS:

The Purchaser authorizes the Vendors to adjust/ appropriate all payments made by him/ her under any head(s) of dues against lawful outstanding of the Purchaser against the Flat and Parking Space, if any, in his/ her name and the Purchaser undertakes not to object/ demand/ direct the Vendors to adjust his payments in any other manner.

5. TIME IS ESSENCE:

The Vendors shall abide by the time schedule for completing the Project as disclosed at the time of registration of the Project with the Authority and towards handing over the Flat and Parking Space to the Purchaser and the common areas to the Association of Purchasers or the competent authority, as the case may be.

6. CONSTRUCTION OF THE PROJECT/FLAT AND PARKING SPACE:

The Purchaser has seen the proposed layout plan, specifications, amenities and facilities of the Flat and Parking Space and accepted the floor plan, payment plan and the specification, amenities and facilities annexed along with this Agreement which has been approved by the competent authority, as represented by the Vendor. The Vendors shall develop the Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities, Subject to the terms in this Agreement, the Vendors 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 HIRA 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 shall constitute a material breach of this Agreement. In the event of any change in the specifications necessitated on account of any Force Majeure events or to improve or protect the quality of construction, the Vendor, on the recommendations of the Architect, shall be entitled to effect such changes in the materials and specifications provided the Vendors shall ensure that the cost and quality of the substituted materials or specifications is equivalent or higher than the quality and cost of materials and specifications as set out in Schedule D of this Agreement.

7. POSSESSION OF THE FLAT AND PARKING SPACE:

7.1 Schedule for possession of the said Flat and Parking Space – The Vendors agrees and understands that timely delivery of possession of the Flat and Parking Space to the Purchaser and the common areas to the Association of Purchasers or the competent authority, as the case may be, is the essence of the Agreement. The Vendors assure to handover possession of the Flat and Parking Space along with ready and complete common areas with all specifications, amenities and facilities of the Project in place on unless there is delay or failure due to war, flood, drought, fire, cyclone earthquake or any other calamity caused by nature effecting the regular development of the real estate project (“*Force Majeure*”). If, however, the completion of Project is delayed due to the *Force Majeure* conditions then the Purchaser agrees that the Vendors shall be entitled to the extension of time for delivery of possession of the Flat and Parking Space.

Provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Purchaser(s) agrees and confirms that, in the event it becomes impossible for the Vendors to implement the project due to *Force Majeure* conditions, then this allotment shall stand terminated and the Vendors shall refund to the Purchaser(s) the entire amount received by the Vendors from the Allotment within 45 days from that date. The Vendors shall intimate the Purchaser about such termination at least thirty days prior to such termination. After refund of the money paid by the Purchaser, the Purchaser agreed that he/ she shall not have any rights, claims etc. against the Vendors and the Vendors shall be released and discharged from all its obligations and liabilities under this Agreement. The Possession Date has been accepted by the Allottee. However, if the Said Flat and Parking Space is made ready prior to the Completion Date, the Allottee undertakes(s) and covenant (s) not to make or raise any objection to the consequent pre-pavement of his/her /their/its payment obligations, having clearly agreed and understood that the payment obligations of the Allottee are linked inter alia to the

progress of construction, and the same is not a time linked plan.

7.2 Procedure for taking possession- The Vendors, upon obtaining the completion certificate from the competent authority shall offer in writing the possession of the Said Flat and Parking Space, to the Allottee in terms of this Agreement to be taken within two months from the date of issue of completion certificate subject to payment of all amount due and payable under this Agreement and Registration of the Deed of Conveyance. The Vendors agree and undertake to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Vendor. The Allottee, after taking possession, agree(s) to pay the maintenance charges (as provided in Schedule G and H below) as determined by the Vendors/association of allottees, as the case may be from the date of the issuance of the completion certificate for the Project. The Vendors shall hand over the photocopy of completion certificate of the Project to the allottee at the time of conveyance of the same.

7.3 Failure of Purchaser to take possession of Flat and Parking Space- Upon receiving a written intimation from the Vendors as per Para 7.2 above, the Purchaser(s) shall take possession of the Flat and Parking space from the Vendors by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and the Vendors shall give possession of the Flat and Parking space to the Purchaser(s). In case the Purchaser(s) fails to take possession within the time provided as per Para 7.2 above, such Purchaser shall continue to be liable to pay maintenance charges as specified under Para 7.2 above.

7.4 Possession by the Purchaser- After obtaining the occupancy certificate and handing over physical possession of the Flat and Parking space to the Purchaser, it shall be the responsibility of the Vendors to handover the necessary documents and plan, including common areas to the Association of Purchasers or the competent authority, as the case may be, as per the local laws:

Provided that, in the absence of any local law, the Vendors shall handover the necessary documents and plans, including common areas, to the Association of Purchasers or the competent authority, as the case may be, within thirty days after obtaining the completion certificate.

7.5 Cancellation by Purchaser- The Purchaser(s) shall have the right to cancel/withdraw his allotment in the Project as provided in the Act: Provided that where the Allottee proposes to cancel/withdraw from the Project without any fault of the Vendors, the Vendors herein are entitled to forfeit the entirety of the booking amount paid for the allotment. Upon registration of the deed of cancellation in respect of the Said Flat, Parking Space and Appurtenances and upon resale of the Said Flat, Parking Space and Appurtenances i.e. upon the Vendors subsequently selling and transferring the Said Flat, Parking Space and Appurtenances to another allottee and receipt of the

sale price thereon, the Vendors shall after adjusting the booking amount, refund to the Allottee, the balance amount, if any of the paid-up Total Price and after also deducting interest on any overdue payments, brokerage/referral fees, administrative charges as determined by the Vendors and exclusive of any indirect taxes, stamp duty and registration charges. Further in case of a falling market the amount refundable will be further reduced by the extent of the difference in amount receivable on a fresh sale of the Flat and Parking space to another allottee and the purchase price of the Allottee, if the current sale price is less than the purchase price. The Allottee shall, at his own costs and expenses, execute all necessary cancellation related documents required by the Vendors.

7.6 Compensation – The Vendors shall compensate the Purchaser 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 the interest and compensation under this provision 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 fail to complete or are unable to give possession of the said Flat and Parking space (i) in accordance with the terms of this Agreement, duly completed by the date specified in Para 7.1 above; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the provisions of the Act; or for any other reason; the Vendors shall be liable, on demand of the Purchaser, in case the Purchaser 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 Flat and Parking space, with interest including compensation in the manner as provided under the Act within forty-five days of it becoming due:

Provided that where if the Purchaser does not intent to withdraw from the Project the Vendors shall pay the Purchaser interest for every month of delay, till the handing over of the possession of the Flat and Parking space, which shall be paid by the Vendors to the Purchaser within forty-five days of it becoming due.

8. REPRESENTATIONS AND WARRANTIES OF THE VENDORS:

The Vendors hereby represents and warrants to the Purchaser(s) as follows:

- (i) The Vendors have absolute, clear and marketable title with respect to the said Land and 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 have 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 or Authority with respect to the said Land, Project or the Flat and Parking space;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project and the said Land and Flat and Parking space are valid and subsisting and have been obtained by following due process of law. Further, the Vendors have been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Building and Flat and Parking space and common areas;
- (vi) The Vendors have 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 Purchaser(s) created herein, may prejudicially be affected;
- (vii) The Vendors have 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 Flat and Parking space which will, in any manner, affect the rights of Purchaser(s) under this Agreement;
- (viii) The Vendors confirm that the Vendors are not restricted in any manner whatsoever from selling the said Flat and Parking space to the Purchaser(s) in the manner contemplated in this Agreement;
- (ix) At the time of execution of the conveyance deed the Vendors shall handover lawful, vacant, peaceful, physical possession of the Flat and Parking space to the Purchaser(s) and the common areas to the association of Purchasers or the competent authority, as the case may be;
- (x) The Schedule Property is not the subject matters 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 have duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said Project to the competent authorities till the completion certificate has been issued and possession of the Flat and Parking space along with common areas (equipped with all the specifications, amenities and facilities) has been handed over to the Purchaser and the Association of Purchasers or the competent authority, as the case may be;
- (xii) No notice from the Government or any other local body or authority or any legislative enactment, government order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Vendors in respect of the said Land and/or the Project.

9. EVENTS OF DEFAULTS AND CONSEQUENCES:

9.1 Subject to the Force Majeure clause, the Vendors shall be considered under a condition of default, in the following events: -

(i) The Vendors fail to provide ready to move in possession of the Flat and Parking space to the Purchaser(s) within the time period specified in Para 7.1 above in this Agreement or fails to complete the Project within the stipulated time disclosed at the time of registration of the Project with the Authority. For the purpose of this Para, 'ready to move in possession' shall mean that the Flat and Parking space shall be in a habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the parties, and for which occupation certificate and completion certificate, as the case may be, has been issued by the competent authority;

(ii) Discontinuance of the Vendors' 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.

9.2 In case of default by the Vendors under the conditions listed above, Purchaser(s) is entitled to the following: -

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

(ii) The Purchaser(s) shall have the option of terminating the Agreement in which case the Vendors shall be liable to refund the entire money paid by the Purchaser(s) under any head whatsoever towards the purchase of the Flat and Parking space, along with interest within forty-five days of receiving the termination notice:

Provided that where a Purchaser(s) does not intend to withdraw from the Project or terminate the Agreement, he shall be paid, by the Vendors, interest at the rate prescribed in the Rules, for every month of delay till the handing over of the possession of the Flat and Parking space, which shall be paid by the Vendors to the Purchaser within forty-five days of it becoming due.

9.3 The Allottee shall be considered under a condition of Default, on the occurrence of the following events:

(i) In case the Allottee fails to make payment to the Vendors as per the Payment Plan annexed hereto, despite having been issued notice in that regard, the Allottee shall be liable to pay interest to the Vendors on the unpaid amount at the rate prescribed in the Rules;

(ii) In case of Default by Allottee under the condition listed above continues for a period beyond 3 (three) consecutive months after notice from the Vendors in this regard, the Vendors, upon 30 (thirty) days written notice, may cancel the allotment of the Flat and Parking space in favour of the Allottee and forfeit the entirety of the booking amount paid for the allotment. Upon registration of the deed of cancellation in respect of the Said Flat and Parking space and Appurtenances and upon resale of the Said Flat and Parking space and Appurtenances i.e. upon the Vendors subsequently selling and transferring the Said Flat and Parking space and Appurtenances to another allottee and receipt of the sale price thereon, the Vendors shall after adjusting the booking amount, refund to the Allottee, the balance amount, if any of the paid-up Total Price and after also deducting interest on any overdue payments, brokerage/referral fees, administrative charges as determined by the Vendors and exclusive of any indirect taxes, stamp duty and registration charges. Further, upon the termination of this Agreement in the aforesaid circumstances, the Allottee shall have no claim of any nature whatsoever on the Vendors and/or the Said Flat and Parking space and Appurtenances and the Vendors shall be entitled to deal with and/or dispose of the Said Flat and Parking space and Appurtenances in the manner it deems fit and proper.

10. CONVEYANCE OF THE SAID FLAT AND PARKING SPACE:

The Vendor, on receipt of Total Price of the Flat and Parking space as per Para 1.2 under the Agreement from the Purchaser shall execute a conveyance deed and convey the title of the Flat and Parking space together with proportionate indivisible share in common areas within three months from the date of issuance of the occupancy certificate and the completion certificate, as the case may be, to the Purchaser:

Provided that, in absence of local law, the conveyance deed in favour of the Purchaser shall be carried out by the Vendors within three months from the date of issue of occupancy certificate.

However, in case the Purchaser(s) fails to deposit the stamp duty, registration charges within the period mentioned in the demand notice, letter, the Purchaser(s) authorizes the Vendors to withhold registration of the conveyance deed in his/her favour till payment of stamp duty and registration charges to the Vendors is made by the Purchaser(s).

11. MAINTENANCE OF THE SAID BUILDING/ FLAT AND PARKING SPACE/ PROJECT:

The Vendors shall be responsible for providing and maintaining the essential services in the Project, till the taking over of the maintenance of the Project by the Association of Purchasers upon the issuance of the completion certificate of the Project. The purchaser shall start paying the necessary maintenance charge once the Flat and Parking space is handed over by the Vendor.

12. DEFECT LIABILITY:

- (i) 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 as per this Agreement relating to such development is brought to the notice of the Vendors within a period of five years by the Purchaser from the date of handing over possession, it shall be the duty of the Vendors to rectify such defects without further charge, within thirty days, and in the event of Vendors' failure to rectify such defects within such time, the aggrieved Purchaser(s) shall be entitled to receive appropriate compensation in the manner as provided under the Act.
- (ii) It is clarified that the Vendors shall not be liable for any such defects if the same have been caused by reason of the default and/or negligence of the Allottee and/or any other allottees in the Real Estate Project or acts of third party(ies) or on account of any force majeure events including on account of any repairs / redecoration / any other work undertaken by the Allottee and/or any other allottee/person in the Real Estate Project and/or the Whole Project and/or the Larger Property. The Allottee is/are aware that the Said Tower/Building is a monolithic structure and any change(s), alteration(s) including breaking of walls or any structural members or the construction of any new wall or structural member may adversely impact the Said Tower/Building at various places or in its entirety and hence any change(s) or alteration(s) as mentioned hereinabove will result in immediate ceasing of the Vendor's obligation to rectify any defect(s) or compensate for the same as mentioned in this Clause and the Allottee and/or the association of allottees shall have no claim(s) of whatsoever nature against the Vendors in this regard

13. RIGHT TO ENTER THE FLAT AND PARKING SPACE FOR REPAIRS:

The Vendors/ maintenance agency/Association of Purchasers shall have rights of unrestricted access of all common areas, parking and parking spaces for providing necessary maintenance services and the Purchaser(s) agrees to permit the Association of Purchasers and/or maintenance agency to enter into the Flat and Parking space 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.

14. **USAGE:**

Use of Basement(s) and service areas: - The basement and service areas, if any, as located within the Project shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, firefighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Purchaser(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 used by the Association of Purchasers for rendering maintenance services.

15. **COMPLIANCE WITH RESPECT TO THE FLAT AND PARKING SPACE:**

15.1 Subject to Para 12 above, the Purchaser(s) shall, after taking possession, be solely responsible to maintain the said Flat and Parking space at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the said building Flat and Parking space, or the staircases, lifts, common passages, corridors, circulation areas, atrium or compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the said Flat and Parking space, and keep the said Flat and Parking space,, its walls and partitions, sewers, drains, pipes and appurtenances thereto or belonging thereto in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the building is not in any way damaged or jeopardized.

15.2 The Purchaser 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 façade of the building or anywhere on the exterior of the Project, building therein or common areas. The Purchaser also not change the color scheme of outer wall or painting of the exterior side of windows or carry out any change in the exterior elevation or design. Further, the Purchaser shall not store any hazardous or combustible goods in the Flat and Parking space or place any heavy material in the common passages or staircase of the building. The Purchaser shall also not remove any wall, including the outer and load wall of the Flat and Parking space.

15.3 The Purchaser shall plan and distribute its electric load in conformity with the electric systems installed by the Vendors and thereafter the Association of Purchasers and/or maintenance agency appointed by the association of Purchasers. The Purchaser shall be responsive for any loss or damages arising out of breach of any of the aforesaid conditions.

16. **COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES:**

The Parties are entering into this Agreement for the allotment of a Flat and Parking space with the full knowledge of all laws, rules, regulations, notifications applicable to the Project.

17. ADDITIONAL CONSTRUCTIONS:

The Vendors undertake that it has no right to make additions or to put up additional structure anywhere in the Project after the building plan, layout plans sanction plan and specifications, amenities and facilities has been approved by the competent authorities and disclosed, except for as provided in the Act.

18. VENDORS SHALL NOT MORTGAGE OR CREATE A CHARGE:

After the Vendors executes this Agreement, he shall not mortgage or create a charge on the said Flat/Parking Space/ 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 for charge shall not affect the right and interest of the Purchaser(s) who has taken or agreed to take such Flat/ Parking Space/Building.

19. FLAT OWNERSHIP ACT (OR THE RELEVANT STATE ACT):

The Vendors have assured the Purchasers that the project in its entirety is in accordance with the provisions of the West Bengal housing Industry Regulation Act. 2017 (West Ben. Act XLI of 2017). The Vendors showing compliance of various laws/ regulations as applicable in West Bengal housing Industry Regulation Act. 2017.

20. BINDING EFFECT:

Forwarding this Agreement to the Purchaser(s) by the Vendors does not create a binding obligation on the part of the Vendors or the Purchaser(s) until, firstly, the Purchaser(s) signs and delivers this Agreement with all the Schedules along with the payments due as stipulated in this payment plan within thirty days from the date of receipt by the Purchaser(s) and secondly, appears for registration of the same before the ADSR as and when intimated by the Vendor. If the Purchaser(s) fails to execute and deliver to the Vendors this Agreement within 30 (thirty) days from the date of its receipt by the Purchaser(s) and/or appear before the Sub-Registrar for its registration as and when intimated by the Vendor, then the Vendors shall serve a notice to the Purchaser(s) for rectifying the default, which if not rectified within 30 (thirty) days from the date

of its receipt by the Purchaser(s), application of the Purchaser shall be treated as cancelled and all sums deposited by the Purchaser(s) in connection therewith including the booking amount shall be returned to the Purchaser(s) without any interest or compensation whatsoever.

21. 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 Flat/ Parking Space/Building, as the case may be.

22. RIGHT TO AMEND:

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

23. PROVISIONS OF THIS AGREEMENT APPLICABLE ON PURCHASER/ SUBSEQUENT PURCHASERS:

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 said Flat and Parking space and the Project shall equally be applicable to and enforceable against and by any subsequent Purchaser of the Flat and Parking space, in case of a transfer, as the said obligations go along with the Flat and Parking space for all intents and purposes.

24. WAIVER NOT A LIMITATION TO ENFORCE:

- 24.1 The Vendors may, at its sole option and discretion, without prejudice to its rights as said out in this Agreement wave the breach by the Purchaser in not making payments as per the payment plan Annexure C including waving the payment of interest for delayed payment. It is made clear and so agreed by the Purchaser that exercise of discretion by the Vendors in the case of one Purchaser shall not be construed to be a precedent and /or binding on the Vendors to exercise such discretion in the case of other Purchasers.
- 24.2 Failure on part of the Parties 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.

25. 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 the Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

26. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT:

Wherever in this Agreement it is stipulated that the Purchaser(s) has to make any payment, in common with other Purchaser(s) in the Project, the same shall be the proportion which the carpet area of the Flat and Parking space bears to the total carpet area of all the Flat and Parking space in the Project.

27. 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.

28. PLACE OF EXECUTION:

The execution of this Agreement shall be completed only upon its execution by the Vendors through its authorized signatory at the Vendor's Office, or at some other place, which may be mutually agreed between the Vendors and the Purchaser, in Siliguri after the Agreement is duly executed by the Purchaser and the Vendors or simultaneously with the execution the said Agreement shall be registered at the office of ADSR Bhaktinagar /DSR Jalpaiguri. Hence this Agreement shall be deemed to have been executed at Siliguri.

29. NOTICES:

That all the notices to be served on the Purchaser and the Vendors as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser or the Vendors by registered post at their respective addresses specified below: -

SURESH KUMAR AGARWAL	Purchaser(s) name
Model Town, Pranami Mandir Road, P.O. Sevoke Road, P.S. Bhaktinagar, District: Jalpaiguri, in the State of West Bengal	Address
SHREE SHYAM CONSTRUCTIONS	
Shyam Mandir By Lane, Behind Uttar Banga Marwari Palace, 2nd Mile, Sevoke Road, Siliguri, P.O. Sevoke Road, P.S. Bhaktinagar, District: Jalpaiguri, in the State of West Bengal	

It shall be the duty of the Purchaser and Vendors to inform each other of any changes 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 or the Purchaser, as the case may be.

30. JOINT PURCHASER:

That in case there are Joint Purchasers all communications shall be sent by the Vendors to the Purchaser 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 Purchaser(s).

31. SAVINGS:

Any application letter, allotment letter, agreement, or any other document signed by the Purchaser, in respect of the flat and parking space, or building, as the case may be, prior to the execution and registration of this agreement for sale for such flat and parking space, as the case may be, shall not

be construed to limit the rights and interests of the Purchaser under the agreement for sale or under the Act or the rules or the regulations made thereunder.

32. GOVERNING LAW:

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

33. DISPUTE RESOLUTION:

All or any dispute 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 discussions, failing which the same shall be settled under Arbitration and Conciliation Act 1996.

SCHEDULE-'A'**(DESCRIPTION OF THE LAND ON WHICH THE BUILDING STANDS)**

All that piece or parcel of Bastu land measuring 75.86 Decimals situated at Gandhi Nagar within Mouza Dabgram, recorded in R.S. Khatian No. 559, 576 and 578, appertaining to R.S. Plot No. 305, 306, 307 & 308/1103, LR Plot No. 95, RS Sheet No. 08, Pargana: Baikunthapur J.L. No. 02, P.S. Bhaktinagar, District: Jalpaiguri. The said land is situated at within the limits of Ward No. 43 of Siliguri Municipal Corporation.

PLOT WISE DETAILS OF ABOVE SCHEDULE

MOUZA	PLOT NO		KHATIAN NO.	SHEET NO.		AREA
	RS	LR		RS	LR	
DABGRAM	305	95	576	8	22	0.96 DEC
DABGRAM	306	95	576	8	22	8.25 DEC
DABGRAM	307	95	559	8	22	36.07 DEC
DABGRAM	308/1103	95	578	8	22	9.24 DEC
DABGRAM	306	95	RS 576	8	22	5 KATHAS
DABGRAM	307	95	RS 559	8	22	5 KATHAS 17 CHHATAKS
DABGRAM	308/1103	95	RS 578	8	22	1 KATHA 14 CHHATAKS
TOTAL						54.52 Decimals and 12 Kathas 15 Chhataks

The Said Land is Bound and Butted as follows: -

By the North : Land of Kabilal Roy

By the South : 28 ft. wide S.M.C. Road

By the East : Land of Suresh Kumar Agarwal and others

By the West : Land of Harjit Singh and others

SCHEDULE-‘B’

(DESCRIPTION OF THE FLAT AND PARKING SPACE)

- (a) One Residential Flat, being No. on the floor, having super built-up area of square feet (.....) square feet, more or less and corresponding carpet area of square feet (.....) square feet, more or less, in Block No.of the complex named “.....” .
- (b) One Parking Space measuring 135 (One Hundred and Thirty-Five) square feet.;
- (c) The Share In Common Areas, being the undivided, impartible, proportionate and variable share and/or interest in the Common Areas of the Real Estate Project described in Schedule E below, as be attributable and appurtenant to the Said Flat, subject to the terms and conditions of this Agreement; and
- (d) The Land Share, being undivided, impartible, proportionate and variable share in the land underneath the Said Tower/Building, as be attributable and appurtenant to the Said Flat.

SCHEDULE- ‘C’ - PAYMENT PLAN

- 10% Booking, 20% Foundation, 20% Roof Casing, 15% Wall & Plaster, 15% Flooring, 10% Finishing, 10% Complete/registry

SCHEDULE- ‘D’ - SEPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF THE FLAT)

- Super Structure: RCC Framed Structure
- Wall: Bricks Masonry/ AAC Blocks with Wall Putty & Primer finish. External cement paint.
- Flooring & Finish: Vitrified tiles in living, dinning, kitchen & in all bedrooms. Nonskid tiles in toilet.
Granite kitchen slab with stainless steel sink

**Ceramic tiles in toilet wall up to 7 ft height
Ceramic tiles up to 2 ft height above platform in kitchen**

- **Electricals: Concealed copper wiring and modular switches
TV point in master bedroom & living room, AC point in master bedroom.**
- **Sanitary & Plumbing: Sanitary wares & cp fittings of reputed brands**
- **Doors & Windows: Wood Frame paneled main door & all other flush door. Aluminum windows with outer grill.**

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

- **Green Area**
- **Outdoor sitting**
- **Community Hall**

SCHEDULE –F (Common Areas Of the Real Estate Project) (Which Are Part Of the Real Estate Project)

- Entrance Lobby at the ground level of the Said Tower/Building**
- Lobbies on all floors and staircase(s) of the Said Tower/Building**
- Lift machine room(s) and lift well(s) of the Said Tower/Building**
- Water reservoirs/tanks of the Said Tower/Building**
- Water supply pipeline in the Said Tower/ Building (save those inside any Flat)**
- Drainage and sewage pipeline in the Said Tower/Building (save those inside any Flat)**
- Wiring, fittings and accessories for lighting of lobbies, staircase(s) and other common portions of the Said Tower/Building**
- Electricity meter(s) for common installations and space for their installation**
- Intercom Network in the Said Tower/Building (if any)**
- Network of Cable TV/DTH in the Said Tower/ Building, if any**

- Broadband connection in the Said Tower/Building, if any**
- Firefighting system in the Said Tower/Building**
- Lift(s) and allied machineries in the Said Tower/ Building**
- External walls of the Said Tower/Building**
- Roof Area**
- Stair Room, CCTV(If any)**

SCHEDULE 'G'
(Covenants)

The Allottee covenants with the Promoter and admits and accepts that:

1. Satisfaction of Allottee: The Allottee is acquainted with, fully aware of and is thoroughly satisfied about the title of the Owners, right and entitlement of the Promoter, the sanctioned plans, all the background papers, the right of the Owners and the Promoter to enter into this Agreement, the scheme of development described in this Agreement and the extent of the rights being granted in favour of the Allottee and the negative covenants mentioned in this Agreement and the Allottee hereby accepts the same and shall not raise any objection with regard thereto.

2. Allottee Aware of and Satisfied with Common Areas and Specifications: The Allottee, upon full satisfaction and with complete knowledge of the Common Areas (described in Schedule F above) and Specifications (described in Schedule D above) and all other ancillary matters, is entering into this Agreement. The Allottee has examined and is acquainted with the Said Complex and has agreed that the Allottee shall neither have nor shall claim any right over any portion of the Said Tower/Building and/or the Said Complex and/or the Larger Property and/or the Whole Project save and except the Said Flat And Appurtenances.

3. Governing Body of Flat Owners: The Promoter shall hand over management and upkeep of all Common Areas to the Association of Flat owners. In this regard, it is clarified that (1) the Association of Flat owners shall operate, manage and render specified day to day services with regard to the common areas of the Said Complex (2) the Association of Flat owners shall levy and collect the common expenses/maintenance charges (3) the Allottee shall be bound to pay the common expenses/maintenance charges to the Association of Flat owners (4) the Association of Flat owners will be required to render any accounts to the Allottee (5) the Association of Flat owners shall merely be the service provider for rendition of services with regard to the common portions and no superior rights with regard to the common portions shall vest in the Association of Flat owners and (6) the governing body of Flat owners may be replaced by consent of 80% (eighty percent) or more of the allottees of the Said Complex/Whole Project.

4. Allottee to Mutate and Pay Rates & Taxes: The Allottee shall (1) pay the Taxes, surcharge, levies, cess etc. (collectively "Rates & Taxes") (proportionately for the Said Tower/Building and/or the Said Complex and wholly for the Said Flat And Appurtenances and until the Said Flat And Appurtenances is separately mutated and assessed in favour of the Allottee, on the basis of the bills to be raised by the Promoter/the Association (upon formation)/the Apex Body (upon formation), such bills being conclusive proof of the

liability of the Allottee in respect thereof and (2) have mutation completed at the earliest. The Allottee further admits and accepts that the Allottee shall not claim any deduction or abatement in the bills of the Promoter/ or the Association (upon formation)/the Apex Body (upon formation).

5. Allottee to Pay Common Expenses/Maintenance Charges: The Allottee shall pay the Common Expenses/Maintenance Charges, on the basis of the bills to be raised by the Promoter/the Association (upon formation)/the Apex Body (upon formation), such bills being conclusive proof of the liability of the Allottee in respect thereof. The Allottee further admits and accepts that (1) the Allottee shall not claim any deduction or abatement in the bills relating to Common Expenses/Maintenance Charges and (2) the Common Expenses/Maintenance Charges shall be subject to variation from time to time, at the sole discretion of the Promoter/the Association (upon formation)/the Apex Body (upon formation).

6. Allottee to Pay Interest for Delay and/or Default: The Allottee shall, without raising any objection in any manner whatsoever and without claiming any deduction or abatement whatsoever, pay all bills raised by the Promoter/the Association (upon formation), within 7 (seven) days of presentation thereof, failing which the Allottee shall pay interest @ 2% (two percent) per month or part thereof (compoundable monthly), for the period of delay, computed from the date the payment became due till the date of payment, to the Promoter/the Association (upon formation), as the case may be.

The Allottee also admits and accepts that in the event such bills remain outstanding for more than 2 (two) months, all common services shall be discontinued to the Allottee and the Allottee shall be disallowed from using the Common Areas of the Real Estate Project/Whole Project Included Amenities.

7. Promoter's Charge/Lien: The Promoter shall have first charge and/or lien over the Said Flat and Appurtenances for all amounts due and payable by the Allottee to the Promoter provided however if the Said Flat and Appurtenances is purchased with assistance of a financial institution, then such charge/lien of the Promoter shall stand extinguished on the financial institution clearing all dues of the Promoter.

8. No Rights of or Obstruction by Allottee: All open areas in the Project Property to be used for open car parking spaces do not form part of the Common Areas within the meaning of this Agreement and the Promoter shall have absolute right to sell, transfer and/or otherwise deal with and dispose of the same or any part thereof.

9. Variable Nature of Land Share and Share in Common Portions: The Allottee fully comprehends and accepts that (1) the Share In Common Areas is a notional proportion that the Said Flat bears to the currently proposed area of the Said Tower/Building/Real Estate Project (2) if the area of the Said Tower/Building/ Real Estate Project is recomputed by the Promoter, then the Share In Common Areas shall vary accordingly and proportionately and the Allottee shall not question any variation (including diminution) therein (3) the Allottee shall not demand any refund of the Total Price paid by the Allottee on the ground of or by reason of any variation of the Share In Common Areas and (4) the Share In Common Areas are not divisible and partible and the Allottee shall accept (without demur) the proportionate share with regard to various matters, as be determined by the Promoter, in its absolute discretion.

10. Allottee to Participate in Formation of Association and Apex Body: The Allottee admits and accepts that the Allottee and other intending allottees of flats in the Said Complex shall form the Association and the Allottee shall become a member thereof. Further, the Association shall be bound to form a common maintenance body with all similar associations of all building/s in the Other Residential Component for supervision of maintenance of the facilities common for occupants of the Said Complex (“Apex Body”). The Allottee shall bear and pay the proportionate expenses of the Association and the Apex Body and shall acquire and hold membership with voting rights and in this regard the Allottee shall sign, execute and deliver necessary applications and all other papers, declarations and documents as may be required. Notwithstanding formation of the Association shall look after the maintenance of the Common Areas. Each flat owner will be entitled to cast a vote irrespective of his/her/its size of Flat. The Allottee further admits and accepts that the Allottee shall ensure and not object to the Association joining the Apex Body.

11. Obligations of Allottee: The Allottee shall:

(a) **Co-operate in Management and Maintenance:** co-operate in the management and maintenance of the Said Tower/Building, the Real Estate Project, the Whole Project and the Said Complex by the Promoter/the Association (upon formation)/the Apex Body (upon formation).

(b) **Observing Rules:** observe the rules framed from time to time by the Promoter/the Association (upon formation)/the Apex Body (upon formation) for the beneficial common enjoyment of the Said Tower/Building, the Real Estate Project, the Whole Project and the Said Complex.

(c) **Paying Electricity Charges:** pay for electricity and other utilities consumed in or relating to the Said Flat and Appurtenances and the Common Areas from the possession date.

(d) **Meter and Cabling:** be obliged to draw electric lines/wires, television cables, broadband data cables and telephone cables to the Said Flat only through the ducts and pipes provided thereof, ensuring that no inconvenience is caused to the Promoter or to the other flat owners. The main electric meter shall be installed only at the common meter space in the Said Complex. The Allottee shall under no circumstances be entitled to affix, draw or string wires, cables or pipes from, to or through any part or portion of the Said Tower/Building, the Project Property, and outside walls of the Said Tower/Building save in the manner indicated by the Promoter/the Association (upon formation). The Promoter shall endeavor to provide T.V. cable line or DTH connection with cabling but set top boxes shall have to be purchased by the Allottee.

(e) **Residential Use:** use the Said Flat for residential purpose only. Under no circumstances shall the Allottee use or allow the Said Flat to be used for commercial, industrial or other non-residential purposes. The Promoter shall also not use or allow the Said Flat to be used as a religious establishment, hotel, hostel, boarding house, restaurant, nursing home, club, school or other public gathering place.

(f) **No Alteration:** not alter, modify or in any manner change the (1) elevation and exterior color scheme of the Said Flat and the Said Tower/Building and (2) design and/or the color scheme of the windows, grills and the main door of the Said Flat. In the event the Allottee makes any alterations/changes, the Allottee shall compensate the Promoter /the Association

(upon formation) (as the case may be) as estimated by the Promoter /the Association (upon formation) for restoring it to its original state.

(g) No Structural Alteration and Prohibited Installations: not alter, modify or in any manner change the structure or any civil construction in the Said Flat and Appurtenances or the Common Areas or the Said Tower/Building. The Allottee shall not install any dish antenna on the balcony and/or windows of the Said Tower/Building and/or on any external part of the Said Tower/Building and/or the roof thereof. The Allottee shall not install grills on the railings of the balcony and/or outside the windows, in any form or manner. The Allottee shall install pipelines and ledge only at such places, as be specified and prescribed by the Promoter. Grills may only be installed by the Allottee on the inner side of the doors and windows of the Said Flat. The Allottee shall further install such type of air-conditioners (window or split) and at such places, as be specified and prescribed by the Promoter, it being clearly understood by the Allottee that no out-door units of split air-conditioners will be installed on the external walls of the Said Tower/Building and no window air-conditioners will be installed by cutting open any wall. If split air-conditioners are specified and prescribed to be installed, the Allottee shall install the out-door unit of the same either inside the Allottee's own balcony or on common ledge provided for the same, in which case the out-door unit will be installed only on such ledge and at no other place.

The Allottee shall also not install any collapsible gate on the main door/entrance of the Said Flat. The Allottee accepts that the aforesaid covenants regarding grills, air conditioners, collapsible gates etc. are for maintaining uniformity and aesthetic beauty of the Said Complex, which is beneficial to all.

(h) No Sub-Division: not sub-divide the Said Flat and Appurtenances and the Common Areas, under any circumstances.

(i) No Changing Name: not change/alter/modify the names of the Said Tower/Building and the Said Complex from that mentioned in this Agreement.

(j) Trade Mark Restriction: not to use the name/mark in any Form or manner, in any medium (real or virtual), for any purpose or reason whatsoever save and except for the purpose of address of the Said Flat and if the Allottee does so, the Allottee shall be liable to pay damages to the Promoter and shall further be liable for prosecution for use of the mark.

(k) No Nuisance and Disturbance: not use the Said Flat or the Common Areas or the Said Parking Space, if any, or permit the same to be used in such manner or commit any act, which may in any manner cause nuisance or annoyance to other occupants of the Said Tower/Building and/or the neighboring properties and not make or permit to be made any disturbance or do or permit anything to be done that will interfere with the rights, comforts or convenience of other persons.

(l) No Storage: not store or cause to be stored and not place or cause to be placed any goods, articles or things in the Common Areas.

(m) No Obstruction to Promoter/Association/ Apex Body: not obstruct the Promoter/the Association (upon formation)/the Apex Body (upon formation) in their acts relating to the Common Areas and not obstruct the Promoter in constructing on other portions of the Said Tower/Building and/or the Said Complex/Whole Project/Project Property and selling or granting rights to any person on any part of the Said Tower/Building/Said

Complex/Whole Project/Project Property(excepting the Said Flat and the Said Parking Space, if any)

(n) No Obstruction of Common Areas: not obstruct pathways and passages or use the same for any purpose other than for ingress to and egress from the Said Flat and the Said Parking Space, if any.

(o) No Violating Rules: not violate any of the rules and/or regulations laid down by the Promoter/the Association (upon formation)/the Apex Body (upon formation) for the use of the Common Areas.

(p) No Throwing Refuse: not throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse in the Common Area save at the places indicated thereof.

(q) No Injurious Activities: not carry on or cause to be carried on any obnoxious or injurious activity in or through the Said Flat, the Said Parking Space, if any or the Common Areas.

(r) No Storing Hazardous Articles: not keep or store any offensive, combustible, obnoxious, hazardous or dangerous articles in the Said Flat and the Said Parking Space, if any.

(s) No Signage: not put up or affix any sign board, name plate or other things or other similar articles in the Common Areas or outside walls of the Said Flat/Said Tower/Building/Said Complex save at the place or places provided thereof provided that this shall not prevent the Allottee from displaying a standardized name plate outside the main door of the Flat.

(t) No Floor Damage: not keep any heavy articles or things that are likely to damage the floors or install and operate any machine or equipment save usual home appliances.

(u) No Installing Generator: not install or keep or run any generator in the Said Flat and the Said Parking Space, if any.

(v) No Use of Machinery: not install or operate any machinery or equipment except home appliances.

(w) No Misuse of Water: not misuse or permit to be misused the water supply to the Said Flat.

(x) No Damage to Common Areas: not damage the Common Areas in any manner and if such damage is caused by the Allottee and/or family members, invitees or servants of the Allottee, the Allottee shall compensate for the same.

(y) No Hanging Clothes: not hang or cause to be hung clothes from the balconies of the Said Flat.

(z) Fire Safety and Air Conditioning Equipment: not object to any fire safe equipment including fire sprinklers and Air Conditioning equipment being installed inside the Said Flat and/or the Common Areas, as per statutory requirements. The Allottee hereby understands and accepts that as per the present statutory requirements/fire norms, the fire extinguisher pipe line/fire sprinklers cannot be concealed within any wall and/or ceiling of the Said Flat and consequently all fire extinguisher pipe line/fire sprinklers installed in the Said Flat shall always remain exposed and the Allottee shall not raise any objection in any

manner whatsoever with regard thereto and further the Allottee hereby confirms that the Allottee shall not violate any terms of the statutory requirements/fire norms.

11.1 Notification Regarding Letting/Transfer: If the Allottee lets out or sells the Said Flat and Appurtenances, the Allottee shall immediately notify the Association (upon formation)/the Apex Body (upon formation) of the tenant's/allottees address and telephone number.

11.2 No Right in Other Areas: Save and except as expressly mentioned in this Agreement, the Allottee shall not have any right in the other portions of the Larger Property/the Proposed Adjoining Land/the Said Complex and the Allottee shall not raise any dispute or make any claim with regard to the Promoter either constructing or not constructing on the said other portions of the Larger Property/the Proposed Adjoining Land/the Said Complex.

11.3 Roof Rights: A demarcated portion of the top roof of the Said Tower/Building shall remain common to all owners of the Said Tower/Building (Common Roof) and all common installations such as water tank and lift machine room shall be situated in the Common Roof and the balance of the top roof of the Said Tower/Building shall belong to the Promoter with right of exclusive transfer and the Allottee specifically agrees not to do any act which prevents or hinders such transfer.

11.4 Hoardings: The Promoter shall be entitled to put hoarding/boards of their Brand Name (including any brand name the Promoter is permitted to use), in the form of Neon Signs, MS Letters, Vinyl & Sun Boards and/or such other form as the Promoter may in its sole discretion deem fit on the Larger Property and on the façade, terrace, compound wall or other part of the buildings as may be developed from time to time. The Promoter shall also be entitled to place, select, decide hoarding/board sites

12. Nomination: The Allottee admits and accepts that before the execution and registration of conveyance deed of the Said Flat And Appurtenances, the Allottee will be entitled to nominate, assign and/or transfer the Allottee's right, title, interest and obligations under this Agreement on payment of 3% (three percent) of the market price prevailing at that time (to be determined by the Promoter) as nomination charge to the Promoter subject to the covenant by the nominee that the nominee will strictly adhere to the terms of this Agreement and subject also to the below mentioned conditions:

(a) The Allottee shall make payment of all dues of the Promoter in terms of this Agreement, up to the time of nomination.

(b) The Allottee shall obtain prior written permission of the Promoter and the Allottee and the nominee shall be bound to enter into a tripartite agreement with the Owners and the Promoter.

(c) The Allottee shall pay an additional legal fee of Rs.10,000/- (Rupees ten thousand) to the Promoter's legal advisors towards the tripartite Nomination Agreement.

(d) Subject to the approval and acceptance of the Promoter and subject to the above conditions, the Allottee shall be entitled to nominate, assign and/or transfer the Allottee's right, title, interest and obligations under this Agreement to parent, spouse and children without payment of the aforesaid transfer charge.

SCHEDULE 'H' (Common Expenses)

- 1. Common Utilities:** All charges, costs and deposits for supply, operation and maintenance of common utilities.
- 2. Electricity:** All charges for the electricity consumed for the operation of the common lighting, machinery and equipment of the Said Tower/Building and the Said Complex and the road network, STP etc.
- 3. Association:** Establishment and all other capital and operational expenses of the Association of Allottees.
- 4. Litigation:** All litigation expenses incurred for the common purposes and relating to common use and enjoyment of the Common Areas.
- 5. Maintenance:** All costs for maintaining, operating, replacing, repairing, white-washing, painting, decorating, re-decorating, re-building, re-constructing, lighting and renovating the Common Areas [including the exterior or interior (but not inside any flat) walls of the Said Tower/Building] and the road network, STP etc.
- 6. Operational:** All expenses for running and operating all machinery, equipments and installations comprised in the Common Areas, including elevators, diesel generator set, changeover switch, pump and other common installations including their license fees, taxes and other levies (if any) and expenses ancillary or incidental thereto and the lights of the Common Areas and the road network.
- 7. Rates and Taxes:** Municipal Tax, surcharge, Water Tax and other levies in respect of the Said Tower/Building and the Said Complex save those separately assessed on the Allottee.
- 8. Staff:** The salaries of and all other expenses on the staff to be employed for the common purposes, viz. manager, caretaker, clerk, security personnel, liftmen, sweepers, plumbers, electricians, gardeners etc. including their perquisites, bonus and other emoluments and benefits.
- 9. Fire Fighting:** Costs of operating and maintaining the fire-fighting equipments and personnel, if any.

IN WITNESS WHEREOF, the parties hereto have hereunto set and subscribed their respective hands to these presents on the day and the year first hereinabove written.

WITNESSES

1.

SHREE SHYAM CONSTRUCTORS

BY _____ PARTIES

PURCHASER

2.

VENDORS

**Drafted by me and Printed in
my office**

[35]

Advocate, Siliguri.
(Enrl No. F-505/434 of 1997)