

THIS AGREEMENT For sale is made this day of Two Thousand and **BETWEEN SUMAN MFG. WORKS LIMITED (Income Tax Pan AAICS5560J)** a company originally incorporated under the provisions of the Companies Act, 1956 having its registered office at 6 Lyons Range Unit No. 2 5th Floor Post GPO Police Station Hare Street, Kolkata-700001 duly represented by its Constituted attorney SQUAREWOOD PROJECTS PRIVATE LIMITED by its Authorized Signatory Shri. Prashant Kumar Jha **(Income Tax Pan AQXPJ4822C)** son of Shri. Abhay Chandra Jha residing at Shantipur, Shivmandir, Siliguri Post. New Rangia, and Police Station Matigara-734013 hereinafter referred to as “the **OWNER**” (which expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include its successors and successors-in-office and/or assigns) of the First Part

And

SQUAREWOOD PROJECTS PRIVATE LIMITED a company originally incorporated under the provisions of the Companies Act, 1956 **(Income Tax Pan AALCA8874E)** having its registered office at 6 Lyons Range Unit No. 2 5th Floor Post GPO Police Station Hare Street, Kolkata-700001 duly represented by its Authorized Signatory Shri. Prashant Kumar Jha **(Income Tax Pan AQXPJ4822C)** son of Shri. Abhay Chandra Jha residing at Shantipur, Shivmandir, Siliguri, Post. New Rangia, and Police Station Matigara-734013 hereinafter referred to as “the **Developer**” (which expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include its successors and successors-in-office and/or assigns) of the Other Part.

AND

MR/~~MRS~~/~~MISS~~ Son of MR/ ~~Mrs~~/..... by faith Hindu By Nationality Indian By Occupation Employed having Income Tax Pan as and resident of hereinafter referred to as the Purchaser/Purchasers (Which expression shall unless repugnant to the context shall mean to include his/her/theirs heirs, successors, legal representatives and assigns) of the Third Part

Or

_____ Private Limited a company incorporated under the provisions of the Companies Act, 2013 (Income Tax PAN _____ having its registered office at _____ Post Office _____ Police Station _____ District _____ duly represented by its Director/ Authorized Signatory Mr/ Mrs./Mrs _____ son / wife of Mr/Mrs/Late _____ by faith _____ By Nationality Indian By Occupation _____ having Income Tax Pan as _____ and resident of _____ hereinafter referred to as the Purchaser (which expression shall unless repugnant to the context shall mean to include its Directors, legal representatives, successors in office and assigns) of the Third part.

Or

_____ a Partnership firm (Income Tax Pan as _____) having its office at _____ Post Office _____ Police Station _____ District _____ duly represented by its Partners (1) Mr/ Mrs./Mrs _____ son / wife of Mr/Mrs/Late _____ by faith _____ By Nationality Indian By Occupation _____ having Income Tax Pan as _____ and resident of _____ and (2) Mr/ Mrs./Mrs _____ son / wife of Mr/Mrs/Late _____ by faith _____ By Nationality Indian By Occupation _____ having Income Tax Pan as _____ and resident of _____ hereinafter referred to as the Purchaser (which expression shall unless repugnant to the context shall mean to include its partners, legal representatives, successors in office and assigns) of the Third part.

WHEREAS:

1. One Smt. Bhibhabati Ghosh was the recorded owner of all that Land recorded in Khatian no. 54 of Mouza Kalam in the District of Darjeeling.
2. By one Deed of Conveyance duly registered in the office of the Additional Registrar of Assurances-III in Book no. I, Volume No. 8 pages 26 to 33 being Deed No. 322 for the year 2003, made between the said Bhibhati Ghosh therein referred to as the Vendor and one Sankar Ghosh, therein referred to as the Purchaser, the said Vendor sold transferred and conveyed land measuring 2.43 acres unto and in favour of the Purchaser therein referred for valuable consideration.
3. By another Deed of Conveyance duly registered in the office of the Additional Registrar of Assurances-III in Book no. I, Volume No. 8 Pages 34 to 41 being Deed No. 323 for the Year 2003, made between the said Bhibhati Ghosh therein referred to as the Vendor and one Sudhir Chandra Mazumdar, therein referred to as the Purchaser, the said Vendor sold transferred and conveyed land measuring 4.72 acres unto and in favour of the Purchaser therein referred for valuable consideration.
4. And whereas the said Sankar Ghosh and Sudhir Chandra Mazumdar along with 12 others constituted a partnership firm under the name and Style Millennium Construction Company vide deed of Partnership dated 01.04.2003 for purpose of real estate business and the said Sankar Ghosh and Sudhir Chandra Mazumdar contributed their land as purchased above towards the contribution as Capital in the said Partnership firm. Subsequently on 31st August 2004 by a Deed of retirement of even dated all the partners save and except the said Sankar Ghosh and Krishnendu Bhattacharya retired from the said Partnership Firm.
5. And whereas the said partnership firm namely millennium Construction Company developed the said Land and offered the same to sale.
6. By an Indenture dated 25th Day of September 2006 and duly registered in the Office of the Additional District Sub Registrar, Silguri-II at Bagdogra in Book No. I CD Volume No. 31 Pages 4602 to 4623 Being Deed No. 08414 for the year 2010 made between Sri. Sankar Ghosh and Sri Sudhir Chandra Mazumder therein referred to as the Vendors of the First Part and Suman Housing Private Limited therein referred to as the Purchaser of the Second Part and

Millennium Construction Company a Partnership Firm represented by its Partner Sri Sankar Ghosh and Sri Krishnendu Bhattacharya therein referred to as the Confirming Party of the Other Part, the said Vendors sold and transferred and the said confirming party confirmed the sale of 58 kathas of Land appertaining to and forming part of L. R. Plot No. 176, 177, 178 and 179 recorded in L.R. Khatian 1278 J.L. no. 76 under Mouza Kalam Pargana Patharghata Police Station Matigara District Darjeeling morefully described in the First Schedule written thereunder.

7. The said Land was duly recorded in the record of right in favour of Suman Housing Private Limited in the office of the Block Land and Land Reform Officer at Matigara against L.R. Khatian No. 1278.
8. The name Suman Housing Private Limited was changed to Suman Mfg. Works Private Limited vide SRN A53525127 dated 18/04/2009.
9. Subsequently the said company namely Suman Mfg. Works Private Limited was converted into Public Limited by shares company vide SRN C67139750 dated 26/10/2015 and is now known as Suman Mfg. Works Limited.
10. By a Deed of Conveyance duly registered in the office of the Additional District Sub Registrar, Siliguri-II at Bagdogra in Book no. I, CD Volume No. 5 from pages 5142 to 5159 being deed no. 1842, for the year 2009, the said Sudhir Chandra Mazumdar being the owner of 4.72 acres of Land at Mouza Kalam District Darjeeling sold transferred and conveyed land measuring 1 katha 8 chittaks unto and in favour of Sri Sagar Thapa.
11. By an Indenture dated 4th Day of May 2017 and duly registered in the Office of the Additional District Sub Registrar, Silguri-II at Bagdogra in Book No. I Volume No. 0403-2017 Pages from 46289 to 46311 Being Deed No. 040302369 for the year 2017 made between Sri. Sagar Thapa therein referred to as the Vendor of the First Part and Suman Mfg. Work Limited therein referred to as the Purchaser of the Second Part, the said Vendor sold and transferred unto and in favour of the said Purchaser the land measuring about 1 katha 8 chittaks appertaining to and forming part of Plot No. 178 recorded in L.R. Khatian 404 J.L. no. 76 under Mouza Kalam Pargana Patharghata Police Station Matigara District Darjeeling morefully described in the Schedule written thereunder.

12. In the event as recited above the owner herein became the sole and absolute owner of ALL THAT Land Measuring about 59 kathas 8 Chittaks appertaining to and forming part of Plot No. 176, 177, 178 and 179 recorded in L.R. Khatian 1278 J.L. no. 76 under Mouza Kalam Pargana Patharghata Police Station Matigara District Darjeeling and is hereinafter referred to as the Entire Land and morefully and particularly described in the First Schedule Written hereunder.
13. The owners herein being the owner of the said Land have duly converted the character of the said To Bastu or homestead Land from the concerned authority.
14. The owners herein being the absolute owner of the said Land and sufficiently entitled to the same have entered into an agreement dated 16th June 2017 duly registered with the Additional District Sub Registrar, Siliguri-II at Bagdogra being No. 3345 for the year 2017 (hereinafter referred to as the said Development Agreement) with the developer herein for commercial exploitation of the same by raising a one or more buildings and to sell the same to the intending purchaser or purchasers.
15. The owner herein have also executed a Power of attorney no. 1052/2017 dated 31.10.2017 in connection to the said Development agreement in favour of the Developer duly registered in the office of the Additional District Sub Registrar, Siliguri-II at Bagdogra being No. 3345 for the year 2017.
16. The Developer herein in pursuance of the said Development Agreement have already started the first phase of Construction known as Phase-1 which consists of 32.71 Kathas of land comprising of 4 Independent building towers which are under construction.
17. The Portion of the Balance Land measuring about 26.55 Kathas out of the total Land shall form and known as Utsab Phase II comprising of three independent building towers to be known as a) Amoda, b) Muskan & c) Rasee and accordingly the Developer herein after complying with all statutory formalities had also got the final plan sanctioned by the Siliguri Mahakuma Parishad, having No. 50/MTG-I, dated 14.11.2017 for construction of the said UTSAB Phase II.
18. The Utsab Phase I and Utsab Phase II shall form the entire Complex which shall be known as "UTSAB".

19. In pursuance of the said Sanction Plan the Developer have commenced the construction of the said UTSAB Phase II morefully described in the “Second Schedule” written hereunder.
20. The Purchaser is desirous of acquiring ALL That the Unit No..... Carpet Area: 33.85 sq mtr (as per RERA) (excluding balcony), Built up Area: 42.00 sq mtr & Super Built Up area of 55.74 square mtr on the floor, marked “.....” floor of the tower/block known as comprising in UTSAB Phase II presently in course of construction on the said Land comprising in UTSAB PHASE II together with the undivided proportionate share in the common parts, portions, areas, facilities and amenities of the said Tower together with one open two wheeler parking space situated on the ground level of the said Utsab Phase II Complex together with the undivided, proportionate, variable, impartible share in the land beneath the said tower/ Block morefully and particularly described in the third Schedule written hereunder (hereinafter collectively referred to as the said Unit) at the consideration and on terms and conditions hereinafter appearing.
21. On or before execution of this Agreement the Purchaser-
- a. have fully satisfied himself as to the title of the Owner and the right of the Developer in respect of the said land.
 - b. have inspected the plan sanctioned by the authorities concerned in respect of the building complex and the said Unit being constructed by the DEVELOPER and agrees not to raise any objection with regard thereto.
 - c. have satisfied themselves about the project layout and the future sanctions to be obtained and the future constructions to be made by the DEVELOPER on the said land.
 - d. have verified the location and site of the said Unit including the egress and ingress thereof and also the area and measurement of the Unit as stated in this Agreement and agrees not to dispute the same.
 - e. have acknowledged that the right of the Purchasers shall remain restricted to the said Unit and common portions.
 - f. **have acknowledged that the DEVELOPER shall be entitled to change and/or alter and/or modify the said Plan including change of use of any part or portion of the building complex being constructed erected and completed on the said land and**

the Purchasers shall have no objection thereto. The purchaser on signing this agreement has deemed to have given the NOC to the developer for the said modification.

- g. **Have acknowledged that the developer shall be entitled to extend the project in contiguous land in future by modifying the said plan and the purchaser shall have no objection thereto. The purchaser on signing this agreement has deemed to have given the NOC to the developer for such extension.**
- h. have satisfied themselves as to the Carpet area/ build area / plinth area and the super built up area in relation thereto to -comprise in the said Unit and also the common parts/portions which would be common for all the residents /occupants of the various units comprised in the said building complex and has agreed not to challenge or dispute the same in any manner whatsoever or however.
22. The Promoter has applied for the registration of the Project under the provisions of the Act with the West Bengal Housing Industry Regulatory Authority on 27/12/2018 and undertakes that it shall inform the allottee about the receipt of the registration as when the same is obtained.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREEDBY AND BETWEEN THE PARTIES HERETO AS FOLLOWS :-

1. DEFINITIONS : Unless in this Agreement there be something contrary or repugnant to the subject or context, the following words shall have the following meanings :-
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 ¹ 2018 made under the West Bengal Housing Industry Regulation Act. 2017:
- (c) “Regulations” means the Regulations made under the West Bengal Housing Industry Regulation Act, 2017;
- (d) “section” means a section of the Act.

(i) ADVOCATES ; shall mean firm/individual/advocate or solicitor so appointed by the DEVELOPER, inter alia, for preparation of this agreement and conveyance for transfer of the said Unit from time to time.

(ii) ARCHITECTS: shall mean Set Square Architecture & Interiors, 87/19/1 Bose Pukur Road, Kolkata-700 042, the Architects appointed by the DEVELOPER or such other Architect as the DEVELOPER may appoint from time to time for the building complex.

(iii) TWO WHEELERS PARKING SPACE: shall mean the space in the Parking area of the said Phase II complex expressed or ~~intended~~ or reserved by the DEVELOPER for parking of Two Wheelers vehicles only.

(iv) COMMERCIAL AREA COMMON PARTS : shall mean common areas of the Commercial Portion which may include meter rooms, main gates, security rooms, electrical rooms, darwan/s paths and passages, common passage, drive ways, entrance gates, administrative and caretaker's room, toilet meant for common area, water connection in the commercial portion and common equipment in respect of common portions like lift or lift installations, generator and installations, drains, pipes, specifically for the purpose of common user of Commercial Co-Owners and/or Co-Occupiers.

(v) COMPLEX PROJECT/ ENTIRE LAND : shall mean the entirety of the area comprising ALL THAT the piece and parcel of land containing an area of 59.50 Kathas be the same a little more or less situate at L.R. Plot No. 176, 177, 178 and 179 recorded in L.R. Khatian 1278 J.L. no. 76 under Mouza Kalam Pargana Patharghata Police Station Matigara District Darjeeling in the state of West Bengal morefully and particularly described in the FIRST SCHEDULE hereunder.

(vi) CO-OWNERS: according to the context shall mean all the buyers and/or Purchasers and the joint holder, who for the time being have either completed the purchase of any Unit or have agreed to purchase any Unit and have taken possession of such Unit for all unsold Units, possession whereof not having been parted with by the OWNER and the DEVELOPER, shall mean the OWNER and DEVELOPER in their respective proportion.

(vii) COMMON AREAS ; shall mean the common areas mentioned as specified in the Fourth schedule more particularly comprising in UTSAB PHASE II only hereunder written for common use and enjoyment of the Co- Owners which include the driveway and paths to which the Purchasers hereby consent.

(viii) COMMON EXPENSES: shall mean and include all expenses for the maintenance, management, upkeep and administration of the Common Areas and Service Installations and for rendition of services in common to the Co-Owners and all other expenses for the common purposes to be contributed, borne, paid and shared on actual by the Co-Owners including those mentioned in the EIGHTH SCHEDULE hereunder written.

(ix) COMMON PURPOSES : shall mean and include the purpose of managing, maintaining and up keeping the Common Areas and Service Installations, rendition of common services in common to the Co-Owners, collection and disbursement of the Common Expenses and administering and dealing with the matter of the common interest of the Co-Owners and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective units exclusively and the Common Areas and Service Installations in common.

(x) COMMON SPACE—: shall mean all spaces open to sky at the ground floor level of the building including driveways, paths, passages, side spaces but excluding open Two Wheelers parking spaces.

(xi) COMPLETION NOTICE: shall mean the notice contemplated in Clause 7.1 below.

(xii) DATE OF COMMENCEMENT OF LIABILITY: shall mean the date on which the Purchasers take actual physical possession of the Unit after fulfilling all their liabilities and obligations in terms of Clause

7.1 hereinafter or the date next after expiry of the Completion Notice irrespective of whether Purchasers take actual physical possession or not, whichever is earlier.

(xiii) MAINTENANCE BODY—: shall mean and include the OWNER/DEVELOPER or —its Agency —so long as the OWNER/DEVELOPER does not hand over the management of the new building complex known as UTSAB PHASE II to the ASSOCIATION OF FLAT OWNERS to be formed in accordance with Law by the Flat owners.

(xiv) UTSAB PHASE- II shall mean the portion of the land measuring about 26.55 kathas out of the entire Land comprising of 3 independent building towers known as a) Amoda, b) Muskan, & c) Rasee morefully described in THE SECOND SCHEDULE Written hereunder.

(xv) PLAN : shall mean the sanctioned plan having No. 50/MTG-I/MPS dated 14.11.2017 in respect of UTSAB Phase II, for construction of a multistoried, multi-use and residential building complex comprising of three independent building towers upon the land comprising in UTSAB

Phase II Together with all modifications and/or alterations thereto from time to time made or to be made by DEVELOPER as per the project layout or under advice or on the recommendation of the Architect or as per the directive of any statutory authority or otherwise in the interest of the Project.

(xvi) The expression PURCHASERS shall be deemed to mean and include :-

- (a) In case the Purchasers be an individual or a group of persons, then their respective heirs legal representatives executors and administrators;
- (b) In case the Purchasers be a Hindu Undivided family, then its coparceners or members for the time being and their respective heirs legal representatives executors and administrators ;
- (c) In case the Purchasers be a partnership firm, then its partners for the time being their respective heirs legal representatives executors administrators;
- (d) In case the Purchasers be a company, then its successors or successors-in-interest ;

(xvii) Proportionate Land Share: mean indivisible share in the land underneath the Tower in which the Unit agreed to be purchased hereunder by the Purchasers and attributable to the said Unit.

(xviii) SAID UNIT : shall mean the Unit No. measuring Carpet Area: 33.85 sq mtr (as per RERA) (excluding balcony), Built up Area:42.00 sq mtr & Super Built-up Area 55.74 sq mtr on the floor, marked “....” floor of the Tower named of the new Building complex being constructed on a portion of the said land known as UTSAB PHASE II more fully and particularly mentioned and described in the Part-I of the Third Schedule hereunder written with fittings and fixtures to be provided therein by OWNER/DEVELOPER as mentioned in FIFTH SCHEDULE hereunder written and wherever the context so permits shall include the Purchasers’ proportionate undivided share in the Common Areas and Service installations as also in the land underneath the Tower attributable to the said Unit and right to use of One open Two Wheelers Parking Space in the Ground Level of the -complex known as UTSAB PHASE-II as mentioned and described in the Part-II of the Third schedule hereunder.

(xix) SERVICE INSTALLATIONS: shall comprise of sewers, drains, channels, pipes, water courses, gutters, main wires cables, conduits, aerials, tanks, street light, poles, garden lights, pumps with related

equipments and soakways and any other apparatus for the supply of water electricity telephone or television lines or for the disposal of foul or surface water.

(xx) SPECIFICATION-: shall mean the specification for the said Unit as mentioned in the **FIFTH** SCHEDULE hereunder written subject to the alterations or modifications as may be suggested or approved by the Architect.

(xxi) TOWER-: shall mean a building consisting of several flats and other spaces intended for independent or exclusive —use —and the same may also consist of several block or blocks.

(xxii) Words importing SINGULAR NUMBER shall include the PLURAL NUMBER and vice versa.

(xxiii) Words importing MASCULINE GENDER shall include the FEMININE GENDER and NEUTER GENDER; Similarly words importing FEMININE GENDER shall include MASCULINE GENDER and NEUTER GENDER Likewise NEUTER GENDER shall include MASCULINE GENDER and FEMININE GENDER.

(xxiv) SUPER BUILT-UP- AREA : shall include the built up area of the Unit and proportionate share of stair head room, lift machine room, service unit of ground floor, fire water sump, U.G. ring for hydrant, overhead fire reservoir, fire refuge platforms, pump rooms, septic tank, domestic water sump, Overhead domestic water tank, fire duct, electrical duct, lift service duct, shafts, lofts and other infrastructure area including area for common purpose and mandatory open space in the said building.

(xxv) BUILT UP- AREA : shall in relation to the said Unit in the Building mean and include the covered/plinth area of such Unit and include the thickness of the external and internal walls thereof and columns therein PROVIDED THAT if any wall or column be common between two units, then one half of the area under such wall or column shall be included in the area of each such Unit.

(xxvi) CARPET AREA: means the net usable floor area of the apartment, excluding the area covered by external walls, areas under service shafts, exclusive balcony or veranda area and exclusive open terrace area, but includes the area covered by the internal partition walls of the apartment.

2. INTERPRETATIONS :

In this agreement save and except as -otherwise expressly provided -

- i) all words and personal pronouns relating thereto shall be read and construed as the number and gender of the party or parties require and the verb shall be ready and construed as agreeing with the required words and pronoun.
- ii) the division of this agreement into headings is for convenience of reference only and shall not modify or affect the interpretation or construction of this agreement or any of the provisions.
- iii) when calculating the period of time within which or following which any act is to be done or step taken pursuant to this agreement, the date which is the reference day in calculating such period shall be excluded. If the last day of such period is not a business day, the period in question shall end on the next business day.
- iv) all references to section numbers refer to the sections of this agreement, and all references to schedules refer to the Schedules hereunder written.
- v) the words 'herein', 'thereof', 'hereunder', 'hereafter' and 'hereto' and words of similar import refer to this agreement as a whole and not to any particular article of section thereof.
- vi) Any reference to any act of Parliament or State Legislature in India whether general or specific shall include any modification, extension or enactment of it for the time being in force and all instruments, orders, plans, regulations, bye-laws, terms or direction any time issued under it.
- vii) Any reference to any agreement, contract, plan, deed or document shall be construed as a reference to it as to may have been or may be from time to time amended, varied, altered, modified, supplemented or innovated.
- viii) Any reference to any land, complex or area in this deed for the purpose of defining and interpreting the right of the Purchaser in the said land, complex or area shall mean the area of land, complex comprising in UTSAB Phase-II only.

3. COMMENCEMENT-:

3.1 This Agreement commences and shall be deemed to have commenced on and with effect from the date of the signing of this Agreement shall remain valid and in force till all obligations of the Parties towards each other stand fulfilled and performed or till this Agreement is terminated in the manner stated herein.

4. SALE OF UNIT-:

4.1 In consideration of the various amounts to be paid by the Purchasers and subject to the Purchasers performing and observing all the conditions and covenants to be performed and observed on the part of the Purchasers, the DEVELOPER has agreed to sell and transfer, and the Purchasers have agreed to purchase and acquire, on the terms and conditions stipulated herein ALL THAT the Unit No. on the floor, marked "...." floor of the Tower named in the complex known as UTSAB Phase II containing a carpet area: 33.85 sq mtr (as per RERA) (excluding balcony), Built up area: 42.00 sq mtr and super built up area of 55.74 sq mtr more particularly described in Part-I of the Third schedule hereunder written TOGETHER WITH the undivided proportionate share in the common parts, portions, areas, facilities, and amenities of the said Tower more particularly described in the Fourth Schedule hereunder written and further together with right to use one open two wheeler Space more particularly described in Part-II of the Third schedule hereunder written, and Further Together with the undivided proportionate variable impartible share in the land underneath the said Tower at and for the consideration mentioned in the Part-I of the Sixth Schedule hereunder written payable by the Purchasers to the DEVELOPER in installments as mentioned in Part-II of the within stated Sixth schedule and on further payments of extras, deposits and maintenance as stated in EIGHTH SCHEDULE hereunder written on subject to the terms and conditions contained herein.

5. PAYMENT OF CONSIDERATION

5.1 The DEVELOPER shall give a written notice to the Purchasers in postal or electronic mode as and when any payment becomes due and payable under this agreement.

5.2 Time for payment of the consideration and other amounts hereunder by the Purchasers to the DEVELOPER shall be the essence of the contract.

5.3 The consideration mentioned in the Part-I of the Sixth Schedule hereunder written will be paid by the Purchaser in installments as mentioned in Part-II of the within stated Sixth Schedule and within 15

days from the due date of payment. The due date shall be the date on which the allottees receive the notice from the Developer in email or through the registered post.

5.4 Any delayed payment of the said consideration will attract interest payable at the rate of 12 % (Twelve percent) per annum, payable by the Purchasers from -the date of default till the date of payment.

5.5 For the purpose -of facilitating the payment of the consideration the Purchasers shall be entitled to apply for and obtain financial assistance from Bank/Financial Institutions. In the event of the Purchasers obtaining any financial assistance and/or housing loan from any Bank/financial institution the DEVELOPER shall act in accordance with the instructions of the Bank/Financial Institution in terms of the agreement between the Purchasers and the bank/ Financial Institution, SUBJECT HOWEVER the DEVELOPER being assured of all amounts being receivable for sale and transfer of the Unit and in no event the OWNER and the DEVELOPER shall assume any liability and/or obtained by the Purchasers from such Bank/Financial Institution.

5.6 Unless otherwise expressly so mentioned, all the said amounts specified hereinabove and the Schedules below shall be strictly paid and/or deposited by the Purchasers with the DEVELOPER in accordance with the terms of payment as set out in this Agreement. This shall not however prejudice the OWNER and DEVELOPER'S right in case of default, to claim or realise the said amounts later even after possession is given.

5.7 The Purchaser shall be obligated to comply with all the provisions of the laws including but not limited to the obligations relating to Tax Deduction of Source (TDS) under the Income Tax Act, 1961. The Purchaser agrees to indemnify and hold the OWNER and DEVELOPER harmless from all the claims/penalties/actions and embargos that may be suffered by the OWNER and DEVELOPER on account of any such delay, non compliance or inaction by the Purchaser. It is further agreed by the Purchasers that if on or before the Possession Date or at the time of receiving the possession of the said Unit, the Purchasers have failed and/or neglected to furnish the said TDS Certificate/s in the prescribed Form duly signed by the Purchasers to the DEVELOPER, then the Purchasers shall pay an amount equivalent to such TDS not deposited by the Purchasers, as an interest free deposit to the OWNER/DEVELOPER, which deposit shall be refunded by the OWNER/DEVELOPER on the Purchasers producing the said TDS Certificate within 4 months from the Possession Date. Provided further that in case the Purchasers fail to produce the said TDS Certificate within the stipulated period of 4 months from such possession date then the

OWNER/DEVELOPER shall be entitled to appropriate the said deposit against the amount receivable from the Purchasers, which amount was deducted by the Purchasers from the payments to the Developer on account of TDS but not paid to the credit of the Central Government.

5.8 The OWNER/DEVELOPER shall intimate to the Purchasers the date on which the referred installments would be due or be expected to become due either by dispatching the intimation by Registered Post with A/D. or Speed Post with A/D. to the address of the Purchasers or by electronic mail duly registered with the developer or by voice instruction over the phone register with the developer.

5.9 If the Purchasers opt for allotment of a preferentially located unit, the Purchasers shall pay preferential location charges (PLC) as applicable and which is already included in the consideration. However, the OWNER/DEVELOPER has the sole discretion to decide a location as Preferential location.

6. **UNIT CONSTRUCTION :**

6.1 Subject to the Purchasers making payment of the consideration within due dates stipulated hereunder and complying with their other obligation under this agreement, DEVELOPER will construct and complete the construction of and make habitable the said Unit in accordance with the Plan in the manner and with the specifications mentioned in the **FIFTH SCHEDULE** hereunder written and within the period mentioned in **SEVENTH SCHEDULE** -hereunder and shall install and complete the common Areas and Service Installations in the Block/Tower mentioned in the **FOURTH SCHEDULE**.

6.2 The Purchasers shall not in any manner cause any objection obstruction interference or interruption at any time hereafter in the construction or completion of construction of the Building or the complex (notwithstanding the delivery of possession of the said Unit to the Purchasers in the meantime and there being temporary inconvenience in the use and enjoyment thereof by the Purchasers) nor shall at any time hereafter do or omit to be done anything whereby the construction or development of the Building or the complex or the sale or transfer of the other Units in the complex is in any way interrupted or hindered or impeded with nor shall in anyway commit breach of any of the terms and conditions herein contained and if due to any neglect or default on the part of the Purchasers or because of any act or omission on the part of the Purchasers, the DEVELOPER is restrained from construction of the Building or the complex and/or transferring and disposing of the other Units therein, then and in that event without prejudice to such other rights the DEVELOPER may have, the Purchasers shall be liable to

compensate and also indemnify the DEVELOPER for all loss, damage, costs, claims, demands, actions and proceedings that may be suffered or incurred by the DEVELOPER.

6.3. During the period of construction the Purchasers shall enter the construction site at their own risk. The OWNER and DEVELOPER shall not be liable for any untoward incident or accident. OWNER and DEVELOPER's —project staffs top focus is on timely and —quality construction and they are also expected to respond to Purchasers' enquiries in details.

No verbal assurances shall be considered to be a commitment made by the OWNER or the DEVELOPER and only written commitments made by an authorized representative of the DEVELOPER shall be considered to have been made on behalf of the DEVELOPER.

6.4 The DEVELOPER may —extend the Project in contiguous —land in future (with prior approval of existing purchasers, already deemed to have been given itself in this agreement, point 21 (F) & (G). In such case no amenities of the existing project like underground reservoir, pump, club, gym, community hall, play area, two wheeler parking space and other amenities shall become part of new project. Only roads, drains, sewerage, ingress and egress, civic water line, overhead and underground electrical grid line or any other essential services which requires access or amalgamation with existing project shall be the part of common integrated development and the Purchasers shall not have any objection to it.

6.5 The work of construction of the said Utsab Phase II shall be taken up in single Phases and all the common facilities and/or amenities will be provided simultaneously.

6.6. The OWNER/DEVELOPER will not entertain any request for modification in the internal layouts of the Unit and external façade of the Tower and common areas.

7. **POSSESSION AND CONVEYANCE :**

7.1 Upon making the said Unit tenantable and habitable the DEVELOPER shall give a notice thereof in writing to the Purchasers whom within thirty days of possession notice :-

- (a) may take inspection of the said Unit in presence of the DEVELOPER or its representative or Architect ;
- (b) may point out any quality related issued, if any, required to be rectified by the DEVELOPER and which if required would be rectified by the DEVELOPER but which shall not withhold the

performance of the other obligations of the Purchasers hereunder;

- (c) shall pay the entire balance consideration and all other amounts and deposits payable by the Purchasers to the DEVELOPER for sale of the said Unit including interest on delayed payments, if any;
- (d) fulfill all his other covenants hereunder and complete the purchase of the said Unit ;
- (e) take possession of the said Unit.

If no inspection is taken within the said period, it shall be deemed that such right is waived.

7.2 It is expressly agreed understood and clarified that the Developer shall not handover the possession of the said Unit to the purchasers nor shall execute any conveyance or other instruments until such time the purchasers make payment of all amounts agreed including interest on delayed payments required to be paid hereunder by the Purchasers and the purchasers have fully performed all the terms and conditions and covenants of this agreement and on the part of the Purchasers to be observed and performed until then.

7.3. It will not be necessary for the Developer to complete all the common areas and install all installations in the complex, before giving the notice to the purchasers to take possession of the said Unit.

7.4. The purchaser shall, at the time of taking possession get their unit registered in their names and for this purpose shall pay the stamp duty, registration charges and incidental expenses in relation to the execution of the Deed of conveyance in respect of the said unit.

8. RESTRICTION ON ALIENATION BEFORE POSSESSION:

8.1 The Purchaser shall not be entitled to transfer or assign the benefits/rights of the Purchasers under this agreement or nominate any person for acquiring the said unit till such time the Deed of conveyance in respect of the said Unit is executed and registered in favour of the purchaser and if the purchaser shall desire to transfer and assign the purchaser's right hereunder or nominate any person for acquiring the said Unit/Units before the execution and registration of Deed of Conveyance the Purchaser shall be entitled to do so only with the pre granted written consent of the Developer and upon the payment of the Charges of 5% (Five Percent) Plus G.S.T of total value of the flat

(hereinafter referred to as the Transfer Charges) to the Developer. Such transfer shall be allowed only with the written undertaking of the third party/ transferee to observe/ fulfill the obligations under this agreement.

8.2. There will be no preivity between the developer and the nominee or new transferee until the nomination has been accepted expressly in writing.

9. DOCUMENTS RELATING TO TRANSFER ETC.

9.1. The deed of conveyance, agreement for nomination, if any and other documents of transfer to be executed in pursuance hereof shall be in such form and shall contain such covenants, exceptions and restrictions etc as drawn by the advocates and the purchaser shall execute the same after seeking reasonable clarifications thereon.

10. EXTRAS, DEPOSITS, MAINTENANCE AND TAXES.

10.1. The purchaser shall pay such further amount on account of extras work done by the developer in the said Unit and Complex morefully described in Part-I of the Eighth Schedule Written hereunder for betterment of the Complex and better enjoyment of their respective units. The Purchaser shall pay the proportionate cost of maintenance of the Building and complex common portions morefully described in the Part-II of the Eight Schedule Written hereunder.

10.2. The purchaser shall together with the consideration for the said Unit shall further Pay the GOODS AND SERVICE TAX at the applicable and prevailing rates and such other taxes as may be applicable or imposed by the statutory authorities payable in law by the Purchaser.

11. OBLIGATION OF THE PURCHASER:

11.1. As from the date of possession of the said unit the purchasers agree and covenant:-

- (a) To cooperate with the other co purchasers and the Developer / Holding organization and the maintenance body in the management and maintenance of the complex.
- (b) To observe the rules framed from time to time by the Developer / Holding organization and Maintenance body.
- (c) To use the said unit only for the residential purpose only unless otherwise specified or consented by the developer.

- (d) To allow the Developer / Holding organization/Maintenance body to enter into the said unit for the purpose of maintenance and repairs but only with 48 hours prior notice in writing to the Purchasers.
- (e) To pay and bear the common expenses and other outgoings and expenses since the date of possession and also the rates and taxes for the unit and proportionately for the complex and/or to make deposits on account thereof in the manner mentioned hereunder to the holding organization. Such amount shall be deemed to be due and payable on and from the date of possession (as defined herein) whether physical possession is handed over to the possession or the notice of possession has been issued to the purchaser. Such amount shall be paid within 7 days from the date it becomes due.
- (f) To deposit the amounts reasonably required with the holding Organization towards the liability of rates and taxes.
- (g) To pay charges for electricity in relation to the said Unit wholly and proportionately relating to the common parts.
- (h) Not to sub divide the said Unit and or Two Wheelers Parking Space or any portion thereof.
- (i) Not to do anything or prevent the Developer from making constructions within 8 AM to 8 PM on any day.
- (j) Not to raise any objection if the Developer installs any telecom tower, TV Tower, Internet tower for the complex or erect a neon/glow sign, litted / unlitted hoarding on the roof of any tower or towers.
- (k) To maintain or remain responsible for structural stability of the said unit/tower and not to do anything which has the effect of affecting the structural stability of the complex and not to store or bring and allowed to be stored and brought in the said unit any goods of hazardous or combustible nature.
- (l) Not to do or cause anything to be done in or around the said unit which may cause or tend to cause or tantamount to cause or effect any damage to any flooring or ceiling of the said unit or adjacent to the said Unit or in any manner interfere with the use and rights and enjoyment thereof or any open passages or amenities available for common use.

- (m) Not to damage demolish or cause to damage or demolish the said unit or any part thereof thereby causing danger to the other units and tower.
- (n) Not to close or permit the closing of any verendahs or lounges or balconies, and lobbies, and common parts and also not to alter or permit any alteration in the elevation and outside colour scheme of the exposed walls of the verendahs lounge or any external walls or the fences of the external doors and windows including grills of the unit which in the opinion of the Developer differs from the colour scheme of the complex or which in the opinion of the Developer may differ from the overall designs of the complex.
- (o) Not to do or permit to be done any act or thing which may render void or make voidable any insurance in respect of the unit or any part of the complex or caused increased premium to be payable in respect thereof if the complex is insured.
- (p) Not to use the said unit for any purposes which may or is likely to cause nuisance and annoyance to the co purchasers/ occupiers of the other portions of the tower and complex and further not to use the said unit for immoral and illegal use, place of public worship, public meeting place, boarding house, Guest House, Club House, Gym, nursing home, amusement or entertainment centre, eating or catering place or for any other commercial and industrial activities.
- (q) Not to keep in the parking place anything other than two wheeler and shall not raise any pucca or kutcha construction grilled wall or enclosure thereon or part thereof and shall keep it always as open as before.
- (r) Not to use the allocated Two Wheelers parking space for any other purpose whatsoever other than two wheelers parking space.
- (s) Not to let out or transfer or part with the possession of the Parking space, if the right of parking space is granted hereunder, independent of the said unit or vice versa with the only exception that the purchaser shall be entitled to let out or transfer or part with the possession of the parking space independent of the said Unit to any other co owners of the said complex and none else.

- (t) To abide by such building rules and regulations as may be made applicable by the Developer / Holding organization/ Maintenance body.

11.2. The Purchaser further agree on the following House Rules:-

- a) The lobbies, entrance and stairways of the towers of the complex shall not be obstructed or used for any other purpose other than ingress to or egress from the unit in the complex.
- b) No purchaser/ occupiers shall make or permit any disturbing noises in the complex or do anything or permit anything to be done therein which will interfere with the rights comfort or convenience of other occupiers.
- c) Each purchasers shall keep the their unit in good state of preservation and cleanliness and shall not throw or permit to be thrown therefrom or from the doors, windows, terraces, balconies thereof any dirt or other substance.
- d) No article shall be allowed to be placed in the staircase landings, common areas or fire refuge area.
- e) No shades, window guards, ventilators or air conditioning devices shall be used in or about the tower of the complex excepting such as shall have been approved by the Developer / Holding organization/ maintenance body.
- f) No sign, notice or advertisement shall be inscribed or exposed on or at a window or other part of the complex except such , as shall have been approved by the Developer / Holding organization/ Maintenance body.
- g) No Bird or animals shall be kept or harboured in the common areas of the complex. In no event shall dogs and other pets be permitted on elevators or in common portions of the complex unless accompanied.
- h) No television aerial shall be attached or **hung** from the exterior of the Unit.
- i) No vehicle belonging to the purchasers or a member of the family or guest, tenant, or employee of the purchaser shall be parked in the open space or in such manner as to impede or prevent ready access to the entrance of the complex by another vehicle.

- j) These house rules may be added to, amended, or repealed at any time by the Developer / Holding organization/ Maintenance body.

11.3. The purchaser further agree that:

- (a) The right of the purchaser shall remain restricted to the said unit and the properties appurtenant thereto and the purchasers shall have no right nor shall claim any right over and in respect of any unit other unit or any other portion of the said building complex in any manner whatsoever.
- (b) The purchaser shall pay regularly and punctually within 7th Day of every month and month by month the common expenses as described in the **EIGHT SCHEDULE** hereunder written at such rate as may be decided, determined and apportioned by the Developer / Holding organization/ Maintenance body to be payable from the commencement of Liability to the said Developer / Holding organization without any abatement or demand.
- (c) The access to the ultimate roof is common with others, But not to use the common areas and installations including the roof of the Tower(s) for holding any cultural/ social/ functional program or for undesirable and/ or objectionable use and for purposes which may cause nuisance and annoyance or obscenity.
- (d) So long each unit in the complex shall not be separately mutated and separated the purchaser shall pay the proportionate share of all rates and taxes assessed on the whole complex from date of completion notice.
- (e) The purchaser shall apply for and obtain at their own costs separate assessment and mutation of the said unit in the records of the concerned authority.
- (f) The purchaser shall apply for and obtain separate electricity connection in the said unit and till such time make payment of the consumption of electricity energy to the Developer/ Holding organization/ Maintenance body.
- (g) The purchaser shall apply for and obtain at their own costs separate assessment and mutation of the said unit in the records of the concerned authority.

12. OBLIGATION OF THE DEVELOPER:

- 12.1.** The Promoter assures to hand over possession of the Apartment along with ready and complete common areas with all specifications, amenities and facilities of the project in place on or before 31st December 2022 unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature or by any reasons which are beyond the control of the promoter affecting the regular development of the real estate project ("Force Majeure"). If, however, the completion of the Project is delayed due to the Force Majeure reasons then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Apartment.

Provided that the promoter is not able to hand over the project to the allottee under circumstances other than *Force Majeure* conditions then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the allotment within 45 days from that date. The promoter shall intimate the allottee about such termination at least thirty days prior to such termination. After refund of the money paid by the Allottee, the Allottee agrees that he/she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

The promoter shall pay along with 12 % p.a. interest within forty-five days of it becoming due under the above said circumstances.

Provided that where if the Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee 12 % p.a. interest for every month of delay, till the handing over of the possession of the Apartment.

- 12.2** The Promoter shall compensate the allottee in case of any loss caused to him due to defective title of the land, on which the project is being developed or has been developed and the claim for interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force.
- 12.3** The Promoter shall strictly adhere to quality construction materials and shall take utmost care and responsibility to maintain the quality of the construction at the site including all the materials used for better longevity and stability of the construction.

13. MAINTENANCE

13.1. The maintenance of the complex shall be done by the DEVELOPER/OWNER till such time the purchaser and other co owners forms the Association in due process of Law. However any delay beyond the time frame to form the association by the customers, the cost of maintenance will be borne by the customers during that period.

13.2. After the association is formed by the Flat owners the Developer shall handover all accounts and documents relating to the maintenance to the office bearer of the said Association. After such hand over of account and documents the developer shall be deemed to be discharged from its duty of maintaining the said complex.

13.3. The purchasers shall have to sign and execute all papers, documents, declarations and applications for the purpose of formation of ASSOCIATION.

13.4. The purchasers shall be liable to make payment of the maintenance charges from the date of notice of possession.

14. TERMINATION

14.1. The purchaser shall promptly pay all amounts agreed to be paid by the purchaser pursuant to this agreement and shall observe and perform the terms, conditions, provisions and covenants contained in this agreement and on the part of the Purchaser to be observed and performed. It is specifically agreed undertaken and covenanted by the purchaser that all defaults, breaches and/or non compliance of any of any of the term of this agreement shall be deemed to be the event of defaults. (“Event Of Defaults”)

14.2 If the purchasers fails to pay a particular installment for 90 days beyond the schedule time, then this agreement shall automatically be deemed to be the event of defaults. (“ Event of Defaults”)

14.3. Upon happening or occurring of an event of default as per clause 14.1 & 14.2., the developer shall without prejudice to the rights that the developer may have either under this agreement or in Law or otherwise, be entitled to terminate this agreement. Provided further that upon termination of this agreement as aforesaid, the developer shall forfeit as sum equivalent to 15 percent of the consideration of the said units or the entire allotment money whichever is higher and such other charges as the developer may have incurred in respect of the said unit and shall refund the balance money to the purchaser within 45 days from the date of

cancellation of the agreement. Any delay of such refund by the developer beyond 45 days will be entitled to 12% p.a. interest to the allottees.

- 14.4. The Developer shall refund the balance money without any interest within forty five days from the date of termination of agreement or within 15 days from the date of re booking by the developer of the said unit whichever is earlier.
- 14.5. The Developer shall endeavour to complete the construction of the said unit as per the time mentioned in the Seventh Schedule herein below mentioned.

Notwithstanding the above, the Developer shall be entitled to an extension of time in arriving at the completion time (grace period), if the performance of the obligations of the Developer are delayed on account of the following reasons:

- (i) Non Availability of steel, cement, other building materials, water supply or electric supply.
 - (ii) Any change in the applicable law or existence of any injunction, court order, prohibitory order or directions passed by any Court, Tribunal, body or competent authority; or
 - (iii) Delay in securing permissions, approvals, NOC, completion certificate, and or occupation certificate, water, electricity, drainage, or sewerage connection from the competent authority for reasons beyond the control of the developer;
 - (iv) Any other reasons beyond the control of the Developer.
- 14.6. If the developer is unable to or fails to give possession of the said unit to the purchaser within the scheduled time, even after consideration of grace period as mentioned above & Force Majeure clause, then the purchaser shall be entitled to a delay penalty equivalent to a monthly interest of 12 percent per annum from the completion time on the amount received from the purchaser till the date of expiry of the notice of possession, or in alternate on the demand of the purchaser may refund the entire amount received from the purchaser alongwith the simple interest of 12 percent per annum from the date of receipt of the same within 45 days of cancellation of such agreement.
- 14.7 For any event of default by the developer or any breach of agreement committed by the developer which has been reasonably

proved by the purchaser and considerably accepted by the developer, the purchaser may terminate/cancel the agreement. Provided further that upon termination of this agreement, the developer shall refund the entire sum received till date, back to the purchaser with simple interest of 12 % p.a. within 45 days of termination of the agreement.

14.8. For any unavoidable circumstances, on cancellation/termination of the agreement, if the developer fails to pay the balance amount to the purchaser due within the stipulated period of 45 days, the developer shall pay additional 1% interest penalty per annum on and above 12% p.a. for the additional period above 45 days.

15. FORCE MAJEURE

15.1. The Developer shall not be regarded in breach of any of the terms and conditions herein contained and on the part of the Developer to be performed and observed it is prevented by any of the conditions herein below:-

- (i) Fire, Strike, Riots, war or Air Raid;
- (ii) Act of Gods such as flood, earth quake, cyclone and natural calamity.
- (iii) Labour unrest
- (iv) Local problem
- (v) Any other unavoidable circumstances beyond control of the Developer.

16. MISCELLANEOUS

16.1 The properties and rights hereby agreed to be sold to the purchasers are and shall be one and shall not be partitioned or dismembered in part or parts in any manner.

16.2 The purchasers do hereby confirm that they have gone through the contents of this agreement and satisfied themselves of the same.

16.3. This agreement contains the entire agreement between the parties and no oral representation or statement shall be considered valid or binding upon either of the parties and no provisions of this agreement shall be terminated and waived except by written consent of the parties.

- 16.4. The complex shall be known by the name of “Utsab” in entirety and UTSAB PHASE II in respect of Phase II construction and UTSAB PHASE I in respect of Phase I construction and the said name shall not be changed under any circumstances.
- 16.5. This agreement is signed in duplicate and each of them would be treated as original. The purchasers have the obligation to cause this agreement to be stamped at their own cost and if it desires to have the same registered, the owner and the developer will remain present for the purpose of registration. All cost of registration will be borne by the purchaser alone however the registration will done by the advocate appointed by the developer.
- 16.6. This agreement supercedes all other agreements, arrangements, representations, understanding or brochures.
- 16.7. The brochures published by the developer are indicative and the same does not create any agreement between the parties. However as far as possible the developer shall construct the building plan as per the specification contained in the said brochures.

17. Notice

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

.....Name of Allottee

.....

.....(Allottee Address)

(ALLOTTEE)

Squarewood Projects Private Limited
6 Lyons Range, Unit No 2,
5th Floor, Kolkata- 700001,
West Bengal, India.
(Promoter)

It shall be the duty of the Allottee and the Promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be

deemed to have been received by the Promoter or the Allottee, as the case may be.

18. **ARBITRATION**

Any dispute arising out of or touching upon or in relation to the terms of this Agreement including the interpretation and validity of the terms and conditions thereof and the respective rights and obligations of the Parties shall be settled amicably by mutual discussion. In case the parties fails to settle the dispute amicably within 15 days, the same shall be settled through Arbitration as per the Arbitration and Conciliation Act, 1996, or any other statutory amendments/ modifications thereof for the time being in force, by a sole arbitrator selected from the name of two arbitrators proposed by the Developer. In case the purchaser delays/neglects or refuse to select one arbitrators then the developer shall be entitled to nominate any one as the Arbitrator.

19. The Courts of Calcutta (Kolkata) shall have the jurisdiction to entertain and try all actions suits and proceedings arising out of this agreement

THE FIRST SCHEDULE ABOVE REFERRED TO:

(ENTIRE PROPERTY)

ALL THAT Piece and parcel of Land admeasuring about 59 kathas 8 Chittaks appertaining to and forming part of [LR](#) Plot No. 176, 177, 178 and 179 recorded in L.R. Khatian 1278 J.L. no. 76 under Mouza-Kalam Pargana-Patharghata Police Station-Matigara District-Darjeeling delineated in the plan annexed hereto duly bordered thereon in “**RED**” which is butted and bounded as follows:-

ON the North:- Houses of Saroj Chettri, Doma Tamang, Nima Bhutia & Others.

On the South:- 20’ ft wide road.

On the East:- 12’ ft wide road.

On the West:- House of Md. Kayim

THE SECOND SCHEDULE ABOVE REFERRED TO
UTSAB PHASE II

The cluster of three independent building known as a) Amoda, b) Muskan, & c) Rasee to be constructed on the portion of the land measuring about 26.55 Kathas appertaining to and forming part of L.R. Plot No. 176, 177, 178 and 179 recorded in L.R. Khatian 1278 J.L. no. 76 under Mouza-Kalam Pargana-Patharghata Police Station-Matigara District-Darjeeling, West Bengal.

ON the North:- Land & House of Nima Bhutia & Others,
On the South:- 20' ft wide road.
On the East:- 12' ft wide road.
On the West:- 20' ft wide road.

THE THIRD SCHEDULE ABOVE REFERRED TO
(THE UNIT)
PART-I

ALL THAT THE UNIT No. on the floor, marked “....” floor of the tower named in the Phase II of the complex known as “UTSAB” now in course of construction having the carpet area : 33.85 sq mtr (as per RERA) (excluding balcony), Built up area: 42.00 sq mtr and super built up area : 55.74 sq mtr (be the same little more or less) and delineated with red border in the plan annexed hereto duly bordered thereon in “RED” together with the undivided proportionate variable share in the common parts, portions, areas, facilities and amenities of the said tower and together with the undivided proportionate variable impartible share in the land underneath the tower attributable thereto,

PART II

ALL THAT one two wheeler open parking -space on the ground floor of Phase II.

THE FOURTH SCHEDULE ABOVE REFERRED TO:

(Common parts and portion)

A. Common Areas & Installations at the Designated Block:

1. Staircases, landings and passage and stair-cover on the ultimate roof.
2. Electrical wiring and fittings and fixtures for lighting the staircase, common areas, lobby and landings and operating lift of the Designated Block.

3. Lift with machineries accessories and equipments (including the lift machine room) and lift well for installing the same in the Designated Block.
4. Electrical installations with main switch and meter and space required thereof.
5. Over head water tanks with water distribution pipes from such Overhead water tank connecting to the different Units of the Designated Block.
6. Water waste and sewerage evacuation pipes and drains from the Units to drains and sewers common to the Designated Block.
7. Septic Tank
8. Such other areas, installations and/or facilities as the Developer may from time to time specify to form part of the Common Areas and Installations of the Designated Block.

B. Common Areas & Installations at the Building Complex:

1. Driveways and paths and passages at the said premises except those reserved by the Developer for exclusive use.
2. Transformer, Electrical installations and the accessories and wirings in respect of the Building Complex and the space required therefore, if installed.
3. Underground water reservoir
4. Submersible Water pump with motor with water distribution pipes to the Overhead water tanks of the New Buildings.
5. Municipal/[Panchayat](#) Water supply or Deep tube well for water supply.
6. Water waste and sewerage evacuation pipes and drains from the New Buildings to the municipal/[Panchayat](#) drains.
7. DG Set, its panels, accessories and wirings and space for installation of the same for common areas only.
8. Community Hall and the constructions, fittings and fixtures with equipments.
9. Boundary wall and gate.

10. Fire Safety system

11. Such other areas, installations and/or facilities as the Developer may from time to time specify to form part of the Common Areas and Installations of the Building Complex

FIFTH SCHEDULE

Specifications

Specifications as regards constructions of and fittings and fixtures to be provided in the Units

- **Structure:**

- Earthquake resistant RCC Framework

- **Internal walls:**

- Internal finishing will be with Wall Putty including one coat Primer

- **Doors:**

- Flushed Doors with wooden door frame for main entry, living room, all bedrooms & Balcony. Waterproof PVC or suitable alternative for Bath & WC

- **Windows:**

- Glazed Aluminium sliding panel with Glass

- **Flooring:**

- Vitrified tile flooring in living /Bedrooms/Kitchen.

- Anti-skid tiles for Bath & WC

- **Balcony:**

- Mosaic or Vitrified or Cement Tiles

- **Kitchen:**

- Vitrified tiles,

- Marble counter top,

- Ceramic tiles dado up to a height of 2 feet from the counter top.

• **Toilet:**

- Anti Skid tiles ,

- tiles upto 4ft height,

- CP Fittings Of Standard Brand

- European type commode & basin of standard brand

• **Electrical:**

- All concealed wiring with ISI marked wire, All modular switches of standard Brand, Provision for AC Point in master Bedroom, Provision of Geyser, Refrigerator, water purifier, Washing machine & Telephone point, one in each flat. Provision for TV plug point in living room & all bedrooms

• **Exterior:**

- External finishing shall be elegant with weather coat paint

SIXTH SCHEDULE ABOVE REFERRED TO

Part-I

Consideration (Net Price)

The Total Consideration/ Net Price Payable by the Purchaser in respect of the Unit hereby agreed to be Sold is Rs. 13,05,000/- (Plus G.S.T).

Price includes the following :

- i) Various amenities like AC community hall and recreation room, adda zone.
- ii) DG/Power backup for common area.
- iii) Electrical/Transformer charges.
- iv) Water supply charges.
- v) 1 Bike/two wheeler parking.
- vi) Maintenance deposit for 24 months.
- vii) Balcony grills.

Part-II**(Installment and Schedule of Payment)**PAYMENT SCHEDULE

SL. No.	Stages Construction	% of Total Consideration (Plus GST as applicable)
1.	On Booking (Application Money)	Rs.
2.	Upon execution of Deed of Agreement / Allotment (within 30 days from the date of booking)	10% of Total Consideration (Balance received after adjustment of application money)
3.	1 st Installment (On Completion of Ground Floor Roof Casting)	20% of Net Price
4.	2 nd Installment (On Completion of 1 st Floor Roof Casting)	15% of Net Price
5.	3 rd Installment (On Completion 2 nd Floor Roof Casting)	15% of Net Price
6.	4 th Installment (On Completion 3 rd Floor Roof Casting)	15% of Net Price
7.	5 th Installment (On Completion of Internal Plaster of the Unit)	10% of Net Price
8.	6 th Installment (On Completion of Flooring of The Unit)	10% of Net Price
9.	Last & Final Installment (On notice of Possession)	5% of Net Price Plus Extras.

The purchaser shall simultaneously with each installment shall also be liable to pay the Goods and Service Tax or any other applicable Tax.

SEVENTH SCHEDULE**(PERIOD OF COMPLETION)**

Subject to the Purchasers observing and performing their obligations hereunder, the Unit shall be completed by the Developer on or before 31st December 2022 with a grace period of 12 months from date hereof which is subject howsoever to grace period and force majeure.

EIGHTH SCHEDULE ABOVE REFERRED TO
(EXTRAS, DEPOSITS AND MAINTENANCE)

PART-I

(EXTRAS)

Legal Expenses of Rs. 10,000/- on account of preparation of Documents and Deeds in respect of the Purchasers' Unit

Proportionate cost of Formation of Association of Flat Owners, in the event the same is being formed by the Developer.

PART-II

MAINTENANCE

1. The proportionate cost of expenses of maintaining, repairing, redecorating, etc. of the said building and complex and in particular the gutters, rain water pipes, water pipes and electric wires in under or upon the said complex, main entrances, passages, land space and staircases of the said building as enjoyed by the Purchaser or used by him in common as aforesaid with other Purchaser/ occupiers.
2. The costs of cleaning and lighting the passages, the landing spaces, the stair cases and the other part of the said complex including the blocks as enjoyed or used by all the purchaser.
3. The running cost and maintenance cost of the lift in the Block and also the DG SET.
4. Municipal and other taxes, including all such building tax and other cause in respect of the premises.
5. The salaries of the staff engaged for the said complex including secretary, Accountant, Clerks, Chowkidars, Electricians, sweepers etc.
6. Such other expenses as are necessary or incidental for the maintenance and upkeep of the said Complex.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands and seals the day month and year first above written.

Collectively Owners

[Buyer]

Witnesses:

Signature _____ Signature _____

Name _____ Name _____

Father's Name _____ Father's Name _____

Address _____ Address _____

ADVOCATE / SILIGURI