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[Signature]  
DIRECTOR

**AGREEMENT TO SELL**

THIS AGREEMENT FOR SALE IS EXECUTED ON THIS THE \_\_\_\_\_ DAY  
OF \_\_\_\_\_ 2020.

: 2 :

BETWEEN

1. **SRI BIRENDRA PRASAD**, 2. **SRI SURENDRA PRASAD**, both sons of Late Alidev Sah, 3. **SRI DEO KUMAR GUPTA**, son of Sri Shiv Datt Sah, 4. **SMT. ANANTI DEVI**, wife of Sri Gopaljee Sah, 5. **SMT. LALJHARI DEVI**, wife of Sri Rajkishor Prasad and 6. **SMT. NIRMALA DEVI**, wife of Sri Ashok Kumar Prasad, all are Indians by Nationality, Hindu by faith, Nos. 1 to 3 Business by occupation, and Nos.4 to 6 Housw-wife by occupation, Nos. 1 to 3 residing at Jyotinagar Colony, Champasari More, Siliguri, P.O.- Champasuri, (Pradhan Nagar), P.S.- Pradhan Nagar, District- Darjeeling, PIN-734003, in the State of West Bengal, Nos. 4 to 6 residing at Hill Cart Road, Near S.B.I. Siliguri, P.O. & P.S.- Siliguri, District-Darjeeling, PIN-734001, in the state of West Bengal, hereinafter called the "**VENDORS**" ( which expression shall unless excluded by or repugnant to the context be deemed to include their heirs, executors, successors, representatives, administrators and assigns ) of the "**FIRST PART**". (I.T. PAN- \_\_\_\_\_ and \_\_\_\_\_).

A N D

SRI/SMT \_\_\_\_\_, Son/wife \_\_\_\_\_, both are Indian by Nationality, Hindu by faith, \_\_\_\_\_ by occupation, residing at \_\_\_\_\_ P.O.- \_\_\_\_\_, P.S.- \_\_\_\_\_, District- \_\_\_\_\_ PIN- \_\_\_\_\_, in the State of \_\_\_\_\_, hereinafter called the "**PURCHASER/S**" ( which expression shall unless excluded by or repugnant to the context be deemed to include his/her/their heirs, executors, successors, representatives, administrators and assigns ) of the "**SECOND PART**". (I.T. PAN- \_\_\_\_\_).

A N D

**SHELCON PROPERTIES PVT. LTD.**, a Private Limited Company, registered under the Companies Act, 1956, bearing certificate of incorporation No.21-66995 of 1994, having its office at Hill Cart Road, Siliguri, P.O. and P.S.- Siliguri, District-Darjeeling, PIN-734001, in the State of West Bengal, represented by its Director-**SRI DEBABRATA SARKAR**, son of Late Bhabataran Sarkar, Indian by Nationality, Hindu by faith, Business by occupation, resident of Vinayak Apartment, Pradhan Nagar, Siliguri, P.O. & P.S.- Pradhan Nagar, District- Darjeeling, PIN-734003, in the State of West Bengal, hereinafter called the "**DEVELOPER / BUILDER**" ( which expression shall unless excluded by or repugnant to the context be deemed to include its Directors, executors, successors-in-office, representatives, administrators and assigns ) being "**CONFIRMING PARTY**" of the "**THIRD PART**". (I.T. PAN- \_\_\_\_\_).

: 3 :

AND

SHELEON PROPERTIES PVT.LTD.

DIRECTOR



**1. SRI BIRENDRA PRASAD, 2.SRI SURENDRA PRASAD**, both sons of Late Alidev Sah, **3.SRI DEO KUMAR GUPTA**, son of Sri Shiv Datt Sah, **4.SMT. ANANTI DEVI**, wife of Sri Gopaljee Sah, **5.SMT. LALJHARI DEVI**, wife of Sri Rajkishor Prasad and **6.SMT. NIRMALA DEVI**, wife of Sri Ashok Kumar Prasad, (The Vendors of these present) are being represented by and through their Constituted Attorney - **SRI DEBABRATA SARKAR**, son of Late Bhabataran Sarkar, Director of Sheleon Properties Private Limited, Indian by Nationality, Hindu by faith, Business by occupation, resident of Vinayak Apartment, Pradhan Nagar, Siliguri, P.O. & P.S.- Pradhan Nagar, District- Darjeeling, PIN-734003, in the State of West Bengal, by virtue of General Power of Attorney being Document No.3868 for the year 2019, entered in Book-I, Volume No.403, Pages 85310 to 85344, registered in the Office of the Additional District Sub-Registrar, Siliguri II, at Bagdogra.

#### 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 XII.I of 2017);
- b) "**Rules**" means the West Bengal Housing Industry Regulation Rules, 2018 made under the West Bengal Housing Regulation Act, 2017;
- c) "**Regulation**" means the Regulation made under the West Bengal Housing Industry Regulation Act, 2017;
- d) "**Section**" means a section of the Act.

I. WHEREAS SRI BIRENDRA PRASAD and SRI SURENDRA PRASAD, both sons of Late Alidev Sah (The First Parties No. 1 and 2 of these present), by virtue of sale Deed, Dtd. 15.09.2004, being Document No.4753 for the year 2005, entered in Book No. I, Volume No. 121, Pages 91 to 108, registered in the office of the Additional District Sub-Registrar, Siliguri - II at Bagdogra, became the sole, absolute and exclusive owners of all that piece or parcel of land measuring 0.7425 Acres and the said land was recorded in their names in the record of rights, in L.R. Khatian Nos. 670 and 671, situated within Mouza Mahishmari, J.L. No. 47, Pargana Patharghata, P.S. Pradhan Nagar, Sub-Div.- Siliguri, A.D.S.R.O. Siliguri - II at Bagdogra, in the District of Darjeeling, having permanent, heritable and transferable right, title and interest therein.

II. AND WHEREAS SRI DEO KUMAR GUPTA son of Sri Shiv Datt Sah (The First party No. 3 of these present), by virtue of sale Deed, Dtd. 15.09.2004, being Document No.4754 for the year 2005, entered in Book No. I, Volume No. 121, Pages 109 to 124, registered in the office of the Additional District Sub-Registrar, Siliguri - II at Bagdogra, became the sole, absolute and exclusive owners of all that piece or parcel of land measuring 0.25 Acres and the said land was recorded in his name in the record of rights, in L.R. Khatian No. 660, situated within Mouza Mahishmari, J.L. No. 47, Pargana Patharghata, P.S. Pradhan Nagar, Sub-Div.- Siliguri, A.D.S.R.O. Siliguri - II at Bagdogra, in the District of Darjeeling, having permanent, heritable and transferable right, title and interest therein.

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DIRECTOR

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AND WHEREAS the Vendors/Confirming Party have now firmly and finally decided to sell and have offered for sale to the Purchaser/s all that Residential Flat measuring \_\_\_\_\_ Sq.ft. (Super Built-up Area) at \_\_\_\_\_ Floor of the building, one car parking space measuring \_\_\_\_\_ Sq.ft. at \_\_\_\_\_ Floor of the building and one utility space measuring \_\_\_\_\_ Sq.ft. at \_\_\_\_\_ Floor of the building, more particularly described in the Schedule-B given hereunder, for a valuable consideration of Rs. \_\_\_\_\_ .00 ( Rupees \_\_\_\_\_ ) only.

AND WHEREAS the Purchaser/s being in need of Schedule-B property in ownership in the locality where the aforesaid building is situated and after inspecting the documents of title of Vendors/Confirming Party to the said land, site plan, sanctioned building plan, standard of workmanship in construction, quality of materials used etc. as well as the construction of the said building till date and considering the price so offered by the Vendors/Confirming Party as fair, reasonable and highest have agreed to purchase from the Vendors/Confirming Party the Schedule-B property with undivided common share or interest in the stairs, open space, toilet, water source and other fittings and fixtures and other common parts services of the building, free from all encumbrances, charges, liens, lispendences, attachments, mortgages and all or any other liabilities whatsoever with sole, absolute, exclusive, transferable and irrevocable right, title and interest for the Schedule-B property for a valuable consideration of Rs. \_\_\_\_\_ .00 ( Rupees \_\_\_\_\_ ) only.

AND WHEREAS the Vendors have also requested the Purchaser/s to make the payment of the Schedule- B property to Shelcon Properties Private Limited (The Confirming Party of these present).

- A. The said Land is earmarked for the purpose of building complex Project comprising of four storied (G-5) building and the said building shall be known as Shelcon Gardenia.
- B. The Vendors/Confirming Party are fully competent to enter into this agreement and all the legal formalities with respect to the right, title and interest of the Vendors/Confirming Party regarding the Schedule-A land on which the Project is to be constructed have been completed.
- C. The Vendors/Confirming Party have obtained the final layout plan, sanctioned plan, specifications and approvals for the Project from the appropriate authority vide plan No.138/Champ/MPS/Pl., dated 08.03.2019. The Vendors/Confirming Party agrees and undertakes that they shall not make any changes to these approved plans except in strict compliance with section 14 of the Act and other laws as applicable.
- D. The Vendors/Confirming Party has registered the Project under the provisions of the Act with the West Bengal Housing Industry Regulatory Authority at \_\_\_\_\_ on \_\_\_\_\_ vide Registration No. \_\_\_\_\_

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SHELCON PROPERTIES PVT. LTD.

Signature

Date: 27-07-2018

- F. The Purchaser/s have applied for an unit or premises/flat/parking space in the Project vide application no. \_\_\_\_\_ dated \_\_\_\_\_ and has been allotted unit or premises/flat/parking space being no. \_\_\_\_\_ measuring \_\_\_\_\_ Sq.ft. (Super Built-up Area) at \_\_\_\_\_ floor in Block- \_\_\_\_\_ of the Building along with open/covered parking being no. \_\_\_\_\_, measuring \_\_\_\_\_ square feet in the \_\_\_\_\_ floor and utility space measuring \_\_\_\_\_ Sq.ft. at \_\_\_\_\_ floor, as permissible under the applicable law and of pro rata share in the common areas.
- F. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein.
- G. 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.
- H. 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.
- I. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Vendors/Confirming Party hereby agrees to sell and the Purchaser/s hereby agrees to purchase the Schedule-B property.

**NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:-**

**1 TERMS:**

1.1 That the Vendors/Confirming Party hereby agrees to sell and transfer unto the Purchaser/s the Schedule-B property and the Purchaser/s hereby agree to purchase the same for a valuable consideration of Rs. \_\_\_\_\_,00 (Rupees \_\_\_\_\_) only.

1.2 The Total Price for the Schedule-B property is Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only)

SHELCON PROPERTIES (PVT.) LTD.  
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- E. The Purchaser/s have applied for an unit or premises/flat/parking space in the Project vide application no. \_\_\_\_\_ dated \_\_\_\_\_ and has been allotted unit or premises/flat/parking space being no \_\_\_\_\_ measuring \_\_\_\_\_ Sq.ft. (Super Built-up Area) at \_\_\_\_\_ floor in Block-\_\_\_\_\_ of the Building along with open/covered parking being no \_\_\_\_\_, measuring \_\_\_\_\_ square feet in the \_\_\_\_\_ floor and utility space measuring \_\_\_\_\_ Sq.ft. at \_\_\_\_\_ floor, as permissible under the applicable law and \_\_\_\_\_ of pro rata share in the common areas.
- F. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein.
- G. 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.
- H. 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.
- I. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Vendors/Confirming Party hereby agrees to sell and the Purchaser/s hereby agrees to purchase the Schedule-B property.

**NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:-**

**1 TERMS:**

- 1.1 That the Vendors/Confirming Party hereby agrees to sell and transfer unto the Purchaser/s the Schedule-B property and the Purchaser/s hereby agree to purchase the same for a valuable consideration of Rs. \_\_\_\_\_,00 (Rupees \_\_\_\_\_) only.
- 1.2 The Total Price for the Schedule-B property is Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only)

Block- _____	Rate of Apartment per square feet
Unit/Flat No. _____	
Type _____	
Floor _____	
Total Price (in Rupees) _____	
Open/Covered parking	Rs. _____
Block- _____	
No. _____	
Floor _____	
Utility Space	Rs. _____
Block- _____	
No. _____	
Floor _____	
Total price (in Rupees)	Rs. _____

**Explanation :**

(i) The Total Price above includes the booking amount paid by the Purchaser/s to the Vendors/Confirming Party towards the Schedule-B property:

(ii) The Total Price above includes Taxes (consisting of tax paid or payable by the Vendors/Confirming Party by way of GST and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Vendors/Confirming Party up to the date of handing over the possession of the Apartment to the Purchaser/s and the building complex to the association of Purchaser/s or the competent authority, as the case may be, after obtaining the completion certificate;

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Provided that in case there is any change/modification in the taxes, the subsequent amount payable by the Purchaser/s to the Vendors/Confirming Party 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 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/s;

(iii) The Vendors/ Confirming Party shall periodically intimate in writing to the Purchaser/s, the amount payable as stated in (i) above and the Purchaser/s shall make payment demanded by the Vendors/ Confirming Party within the time and in the manner specified therein. In addition, the Vendors/ Confirming Party 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 Schedule-B property includes recovery of price of land (proportionate share), construction of not only the Apartment but also the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the apartment, lift, water line and plumbing, finishing with primer, tiles, doors, windows and includes cost for providing all other facilities, amenities and specifications to be provided within the Building Complex.

1.3 The Total price is escalation-free, save and except increases which the Purchaser/s hereby agrees to pay due to increases 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/Confirming Party undertakes and agrees that while raising a demand on the Purchaser/s for increase in development charges, cost/charges imposed by the competent authority, the Vendors/ Confirming Party shall enclose the said notifications/order/rule regulations to the 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 impositions or increase of any development charges after the expiry of the scheduled date of completion of the project as per registrations 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/s.

1.4 It is agreed that the Vendors/Confirming Party shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described in Schedule-C given hereinbelow with respect to the Schedule-B Property, without the written consent of the Purchaser/s as per the provisions of the Act.



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1.5 Provided that the Vendors/Confirming Party 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.

1.6 The Vendors/Confirming Party agrees and acknowledges that the Purchaser/s shall have the right to the Schedule-B property as mentioned below:

- (i) The Purchaser/s shall have exclusive ownership of the Schedule-B property;
- (ii) The Purchaser/s shall also have undivided proportionate share in the Common Areas, along with other occupants without causing any inconvenience or hindrance to them, it is clarified that the Vendors/Confirming Party shall hand over the common areas to the association of Persons completion of the Project;
- (iii) That the computations of the price of the Schedule-B property includes recovery of price of land, construction of not only the Schedule-B property but also the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the apartment, lift, water line and plumbing, finishing with paint marbles, tiles, doors, window, fire detection and firefighting equipment in the common areas and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment and the project;
- (iv) The Purchaser/s has/have the right to visit the project site to assess the extent of development of the project.

1.7 It has been made clear by the Vendors/Confirming Party to the Purchaser/s that the Flat along with Open/Covered Parking and utility space shall be treated as a single indivisible unit for all purpose. 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 any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Purchaser/s. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Purchaser/s.

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- 1.8 The Vendors/Confirming Party agrees to pay all outgoing before transferring the physical possession of the Schedule-B property to the Purchaser/s, which it has collected from the Purchaser/s, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, bank and financial institutions, which are related to the project). If the Vendors/ Confirming Party fails to pay all or any of the outgoings collected from the Purchaser/s, or any liability, mortgage loan and interest thereon before transferring the Schedule-B property to the Purchaser/s, then the Vendors/Confirming Party shall be liable, to pay such outgoing 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.
- 1.9 That in pursuance of the aforesaid offer, acceptance and agreement the Purchaser/s has this day paid a sum of Rs. \_\_\_\_\_ .00( Rupees \_\_\_\_\_ ) only as earnest/baina money by Cheque/RTGS, the receipt of which the Vendors/Confirming Party do hereby acknowledge by execution of these presents.
- 1.10 That the balance amount shall be paid within \_\_\_\_\_ month from the date of execution of these presents.
- 1.11 That the Vendors/Confirming Party shall handover the Schedule - B property to the Purchaser/s after completion, which shall be completed within \_\_\_\_\_ months, and the registration of the same shall be executed by the Vendors/Confirming Party in favour of the Purchaser/s simultaneously after receiving full and final payment, along with the Service Tax/G.S.T as may be applicable at the relevant time.

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## 2 MODE OF PAYMENT

Subject to the terms of this Agreement and the Vendors/Confirming Party abiding by the construction milestones, the Purchaser/s shall make payments, by \_\_\_\_\_ to the Vendors/Confirming Party, within the stipulated time as aforesaid.

## 3 COMPLIANCE OF LAWS RELATING TO REMITTANCES

3.1 The Purchaser/s, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and Rules and Regulations made thereunder or any statutory amendments (s)/ modification (s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Vendors/Confirming Party with such permission, approvals which would enable the Vendors/Confirming Party to fulfill their obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Purchaser/s understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

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

## 4 ADJUSTMENT/APPROPRIATION OF THE PAYMENT

The Purchaser/s authorizes the Vendors/Confirming Party to adjust/appropriate all payments made by him/her under any head (s) of dues against lawful outstanding of the Purchaser/s against the Schedule-B property if any, in his/her name and the Purchaser/s undertakes not to object/ demand/ direct the Vendors/Developer to adjust his payments in any manner.

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## 5 TIME IS ESSENCE

The Vendors/Confirming Party 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 Apartment to the Purchaser/s and the common areas to the Apartment Owner's Association or the competent authority, after receiving the occupancy certificate or the completion certificate or both, as the case may be.

## 6 CONSTRUCTION OF THE PROJECT/APARTMENT

The Purchaser/s has seen the proposed plan, specifications, amenities and facilities of the Apartment and accepted the Payment Plan, floor plans, and the specifications, amenities and facilities which has been approved by the competent authority, as represented by the Vendors/Confirming Party. The Vendors/Confirming Party 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/Confirming Party undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the Laws 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/or as elsewhere stated in this agreement, and breach of this term by the Vendors/Confirming Party shall constitute a material breach of the Agreement.

## 7 POSSESSION OF THE APARTMENT

**7.1 Schedule for possession of the Schedule-B Property:** The Vendors/Confirming Party agrees and understands that timely delivery of possession of the Units/Flats/Parking Space/Utility Space to the Purchaser/s and the common areas to the Apartment owner's association or the competent authority is the essence of the Agreement. The Vendors/Confirming Party, 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 31<sup>st</sup> December 2021, unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project ("Force Majeure"). If, however, the completion of the Project is delayed due to the Force Majeure conditions (as defined in the Act) then the Purchaser/s agrees that the Vendors/Confirming Party shall be entitled to the extension of time for delivery of possession of the Apartment.

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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/Confirming Party to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Vendors/Confirming Party shall refund to the Purchaser/s the entire amount received by the Vendors/Confirming Party from the allotment within 120 days. The Vendors/Confirming Party shall intimate the Purchaser/s about such termination at least one month prior to such termination. After refund of the money paid by the Purchaser/s, the Purchaser/s agrees that he/she shall not have any rights, claims etc. against the Vendors/Confirming Party and that the Vendors/Confirming Party shall be released and discharged from all its obligations and liabilities under this Agreement.

**7.2 Procedure for taking possession** – The Vendors/Confirming Party, on completion of the full project or any relevant portion, whichever be applicable, shall offer in writing the possession of the Schedule-B property, to the Purchaser/s in terms of this Agreement to be taken within one month from the date of completion subject to the terms of the Agreement and the Purchaser/s making payment of the entire balance consideration and all other amounts and deposits payable by the Purchaser/s to the Vendors/Confirming Party hereunder and fulfilling all his other covenants / obligations herein. [Provided that, in the absence of local law, the conveyance deed in favour of the Purchaser/s shall be carried out by the Vendors/Confirming Party within one month subject to the Purchaser/s making payment on account of stamp duty, registration fee etc., Provided further that the Vendors/Confirming Party shall not be liable to deliver possession of the Schedule-B property to the Purchaser/s nor to execute or cause to be executed any Sale Deed or other instruments until such time the Purchaser/s makes payment of all amounts agreed and required to be paid hereunder by the Purchaser/s and the Purchaser/s has fully performed all the terms conditions and covenants of this Agreement and on the part of the Purchaser/s to be observed and performed until then. The Vendors/Confirming Party agrees and undertakes to indemnify the Purchaser/s in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Vendors/Confirming Party. The Purchaser/s, after taking possession, agree(s) to pay the maintenance charges as determined by the Vendors/Confirming Party / Apartment owners association, as the case may be, after the issuance of the completion certificate for the project. The Vendors/Confirming Party shall handover the copy of the occupancy certificate / completion certificate of the apartment to the Purchaser/s at the time of conveyance of the same.

It is clarified that the Vendors/Confirming Party shall be deemed to have duly complied with all its obligations in case the Vendors/Confirming Party issues notice of completion to the Purchaser/s on or before the date mentioned in Clause 7.1 above.

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DIRECTOR

**7.3 Failure of Purchaser/s to take Possession of the Schedule-B property :** Upon receiving a written intimation from the Vendors/Confirming Party as per para 7.2, the Purchaser/s shall take possession of the Schedule-B property from the Vendors/Confirming Party by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Vendors/Confirming Party shall give possession of the Schedule-B property to the Purchaser/s. In case the Purchaser/s fails to take possession within the time provided in para 7.2, such Purchaser/s shall continue to be liable to pay maintenance charges as specified in para 7.2 and all other outgoings.

Further, in case the Purchaser/s fails or neglects to take possession of the said Unit as and when called upon by the Vendors/Confirming Party as aforesaid or where physical delivery has been withheld by the Vendors/Confirming Party on grounds of breach / default by the Purchaser/s, the Purchaser/s shall be liable to pay guarding / holding charges @ Rs. 2.00 (Rupees two only) per Sq. ft. per month of the Built-up area of the said Unit, plus GST (if applicable), from the Deemed Date of Possession / Date of Commencement of liability to the actual date when the physical possession is taken by the Purchaser/s.

**7.4 Possession by the Purchaser/s** – After obtaining the occupancy / completion certificate and handing over physical possession of all the apartments to the Purchaser/s, it shall be the responsibility of the Vendors/Confirming Party to hand over the necessary documents and plans, including common areas, to the association of the Purchaser/s 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/Confirming Party shall handover the necessary document and plans including common areas, to the association of Purchasers within such time as may be mutually decided between the Vendors/ Confirming Party and the association of purchaser/s or the competent authority.

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

Provided that where the Purchaser/s proposes to cancel / withdraw from the project without any fault of the Vendors/Confirming Party, the Vendors/Confirming Party herein is entitled to forfeit the booking amount, with applicable taxes. The balance amount of money paid by the Purchaser/s shall be returned by the Vendors/Confirming Party to the Purchaser/s within 60 days of such cancellation.

## 7.6 Compensation

The Vendors/Confirming Party shall compensate the Purchaser/s in case of any loss caused to him/her/it 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 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/Confirming Party fails to complete or is unable to give possession of the Apartment (i) in accordance with the terms of this Agreement, duly completed by the date specified in para 7.1; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act, or for any other reason; the Vendors/Confirming Party shall be liable, to return the total amount received by them in respect of the Schedule-B property, with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act within 120 days of it becoming due.

## 8 REPRESENTATIONS AND WARRANTIES OF THE VENDORS/CONFIRMING PARTY

The Vendors/Confirming Party hereby represents and warrants to the Purchaser/s as follows :

A. That if the Vendors/Confirming Party avoids, neglects and/or fails to perform the acts as stipulated and register the necessary sale Deed in favour of the Purchaser/s and/or his/her nominee/s with respect to the Schedule-B property, then the Purchaser/s shall be entitled to execute and register necessary legal Sale Deed through the process of law and the Vendors/Confirming Party shall be liable for the entire cost of the suit.

B. That the Vendors/Confirming Party covenants that the property hereby agreed to be conveyed in favour of the Purchaser/s and/or his/her/their nominees will be free from all encumbrances whatsoever and in the event of any contrary the vendor shall be liable to make good the loss or injury which the purchaser/s may suffer or sustain in consequence thereof.

C. That the Vendors/Confirming Party further undertakes to take all actions and to execute all documents required to be done or executed for fully assuring right, title and interest of the Purchaser/s to the property to be conveyed at the cost of purchaser.

D. That after execution of the conveyance deed with respect to the Schedule - B property in favour of the Purchaser/s, he/she /they shall have the right to get his/her/their name mutated with respect to the said Schedule - B property with appropriate authority and shall pay such taxes as may be levied upon him/her/their from time to time though the same has not yet been assessed.

E. That after execution of the conveyance deed with respect to the Schedule - B property in favour of the Purchaser/s, he/she/they shall have the right to sale, gift, mortgage transfer otherwise of the Schedule - B property or let-out or lease-out the Schedule - B property to whomsoever.

F. The Vendors/Confirming Party has absolute, clear and marketable title with respect to the said Land, the Vendors/Confirming Party have requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the project;

G. The Vendors/Confirming Party have lawful rights and requisite approvals from the competent authorities to carry out development of the Project;

H. There are no encumbrances upon the said Land or the Project

I. All approvals, licenses and permits issued by the competent authorities with respect to the project, said Land are valid and subsisting and have been obtained by following due process of law. Further, the Vendors/Confirming Party has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the project, said Land, Building and Apartments and common areas;

J. The Vendors/Confirming Party have the right to enter into this Agreement and have not committed or omitted to perform any act or thing, whereby the right, title and interest of the Purchaser/s intended to be created herein, may prejudicially be affected;

K. The Vendors/Confirming Party 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 Schedule-B property which will, in any manner, affect the rights of Purchaser/s under this Agreement;

L. The Vendors/Confirming Party confirms that the Vendors/Confirming Party is not restricted in any manner whatsoever from selling the Schedule-B property to the Purchaser/s in the manner contemplated in this Agreement;

M. At the time of execution of the conveyance deed the Vendors/Confirming Party shall handover lawful, vacant, peaceful, physical possession of the Schedule-B to the Purchaser/s and the common areas to the Apartment Owner's Association or the competent authority, as the case may be;



N. The Vendors/Confirming Party 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 occupancy / completion certificate has been issued and possession of the units/flats/parking/utility spaces, as the case may be, along with, common areas (equipped with all the specification, amenities and facilities) has been handed over to the Purchaser/s and the Apartment Owner's Association or the competent authority, as the case may be.

O. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Vendors/Confirming Party in respect of the Scheduled-A land.

#### **9 COMPLIANCE WITH RESPECT TO THE APARTMENT :**

A. That the Purchaser/s shall not do any act, deed or thing whereby the development/construction of the said building is in any way hindered or impeded with nor shall prevent the Vendors/Confirming Party from selling, transferring, assigning or disposing of unsold portion or rights, title and interest therein or appurtenant thereto.

B. That the Purchaser/s shall keep the area neat and clean and in proper condition and shall not use the same for any illegal purpose or in a manner which may cause annoyance to the other occupiers/occupants of the said building.

C. That the Purchaser/s shall deposit security money of Rs.10,000.00 (Rupees Ten Thousand) only along with applicable GST thereon towards the maintenance charges of the flat hereby agreed to be sold, after the registration or handing over the flat whichever is earlier.

That the maintenance charge will be applicable from 01.01.2020 or from the date of taking possession of the Unit/flat or registration of sale deed whichever is earlier irrespective of the fact whether the flat is in use or lying vacant and shall always be liable to make payment of their proportionate share towards the COMMON EXPENSES at the rate of at least Rs.1000/- (Rupees one thousand) only per month or such higher sum as may be reasonably determined. In case of failure or delay in making the payment of maintenance charges, the services provided to the purchaser may be stopped until the full payment with interest @ 2% per month or part of a month compoundable for the period of default on all amounts remaining so unpaid along with such dues and arrears is made.

That if there remains any balance with the Vendors/Confirming Party on account of maintenance at the time of handing over charge of maintenance of the building complex to the owners/occupants of the building, then the balance amount will be handed over to the Vendors/Confirming Party or Apartment Owner's Association in the name of the Purchaser/s.

D. THAT the Purchaser/s shall obtain their own independent electric connection from W B S E D C Ltd. at their own cost, however for installation of transformer by W B S E D C Ltd. and creation of connected infrastructure the Purchaser/s shall pay an additional amount of Rs. \*\*\*\*\*/-(Rupees \*\*\*\* thousand) to the Vendors towards the proportionate cost of transformer including the incidental costs to the vendors

## 10 EVENTS OF DEFAULTS AND CONSEQUENCES

a. The Purchaser/s shall be considered under a condition of Default, on the occurrence of the following events:

That in case of default in payment of balance amount within the stipulated period as aforesaid or non observance and compliance of any of the terms and conditions hereof the Vendors/Confirming Party shall be at liberty to terminate this agreement and forfeit 10% of the consideration amount and shall be at liberty to dispose of the said flat in such manner and to such person as they may think fit and the purchaser shall not be entitled to question or dispute such sale by the Vendors/Confirming Party on any ground whatsoever or claim any amount whatsoever on this account.

## 11 CONVEYANCE OF THE SAID SCHEDULE-B PROPERTY

The Vendors/Confirming Party on receipt of total Price of the Apartment from the Purchaser/s and other amounts elsewhere herein mentioned, shall execute a conveyance deed and convey the title of the Apartment together with proportionate indivisible share in the common areas within \_\_\_\_\_ months from the date of issuance of the occupancy certificate or the completion certificate, as the case may be, to the Purchaser/s.

Provided that, in the absence of local law, the conveyance deed in favour of the Purchaser/s shall be carried out by the Vendors/Confirming Party within \_\_\_\_\_ months from the date of issue of occupancy certificate / completion certificate. However, in case the Purchaser/s fails to deposit the stamp duty and/or registration charges within the period mention in the notice, the Purchaser/s authorized the Vendors/Confirming Party to withhold registration of the conveyance deed in his/her favour till payment of stamp duty and registration charges to the Vendors/Confirming Party is made by the Purchaser/s.

## 12 MAINTENANCE OF THE APARTMENT

The Vendors/Confirming Party shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the Apartment Owner's Association upon the issuance of the completion certificate of the project subject to the payment of maintenance charges as per para 9C.

### 13 DEFECT LIABILITY

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Vendors/Confirming Party as per the agreement for sale relating to such development is brought to the notice of the Vendors/Confirming Party within a period of one year by the Purchaser/s from the date of handing over possession or the date of issue the completion / occupancy certificate, whichever is earlier, it shall be the duty of the Vendors/Confirming Party to rectify such defects without further charge, within 120 days, and in the event of Vendors/Confirming Party 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.

### 14 RIGHT TO ENTER THE APARTMENT FOR REPAIRS

The Vendors/Confirming Party or the Apartment Owner's Association shall have right of unrestricted access of all Common Areas, garages / covered parking and utility spaces for providing necessary maintenance services and the Purchaser/s agrees to permit the Apartment Owners Association and/or maintenance agency to enter into the Apartment or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

### 15 USAGE

**Use of Basement and Service Areas:** The basement(s) and service areas, if any, as located within the 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, fire fighting 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 basement(s) in any manner whatsoever, other than those earmarked as parking spaces and utility space and the same shall be reserved for use by the association of Purchaser/s formed by the Purchaser/ss for rendering maintenance services.

**16 COMPLIANCE WITH RESPECT TO THE SCHEDULE-B PROPERTY :**

a. The Purchaser/s shall, after taking possession, be solely responsible to maintain the Schedule-B property at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Apartment, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Apartment, and keep the Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and 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.

b. The Purchaser/s further undertakes, assures and guarantees that he/she would not put any signboard/name-plate, neon light, publicity material or advertisement material etc. on the face façade of the Building or anywhere on the exterior of the Project, building therein or Common Areas. The Purchaser/s shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Purchaser/s shall not store any hazardous or combustible goods in the Apartment or place any heavy material in the common passages or staircase of the Building. The Purchaser/s shall also not remove any wall including the outer and load bearing wall of the Apartment.

c. The Purchaser/s shall plan and distribute its electrical load in conformity with the electrical systems installed by the Vendors/Confirming Party and thereafter the Apartment Owner's Association and/or maintenance agency appointed by the association of Purchaser/s. The Purchaser/s shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

**17 COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES**

The parties are entering into this Agreement for the allotment of Schedule-B property with the full knowledge of all laws, rules, regulations, notifications applicable to the Project.

**18 ADDITIONAL CONSTRUCTIONS**

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

**19 VENDORS/CONFIRMING PARTY SHALL NOT MORTGAGE OR CREATE A CHARGE**

After the Vendors/Confirming Party executes this Agreement they shall not mortgage or create a charge on the Schedule-B property and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Purchaser/s who has taken or agreed to take the Schedule-B property.

**20 APARTMENT OWNERSHIP ACT (OR THE RELEVANT STATE ACT):**

The Vendors/Confirming Party has assured the Purchaser/s that the project in its entirety is in accordance with the provisions of the West Bengal Housing Industry Regulation Act 2017.

**21 BINDING EFFECT**

Forwarding this Agreement to the Purchaser/s by the Vendors/Confirming Party does not create a binding obligation on the part of the Vendors/Confirming Party or the Purchaser/s until, the Purchaser/s signs and delivers this Agreement with all the schedules and annexure along with the payments due as stipulated in the Payment Plan within 15 days from the date of receipt by the Purchaser/s. If the Purchaser/s fails to execute and deliver to the Vendors/Confirming Party this Agreement within 15 days from the date of its receipt by the Purchaser/s, then the Vendors/Confirming Party shall serve a notice to the Purchaser/s for rectifying the default, which if not rectified within 15 days from the date of its receipt by the Purchaser/s, application of the Purchaser/s 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.

**22 ENTIRE AGREEMENT**

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

**23 RIGHT TO AMEND**

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

**24 PROVISIONS OF THIS AGREEMENT APPLICABLE ON PURCHASER/S/  
SUBSEQUENT PURCHASER/S**

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

**25 WAIVER NOT A LIMITATION TO ENFORCE**

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

b. Failure on the 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.

**26 SEVERABILITY**

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

MELCON INDUSTRIES PVT. LTD.  
DIRECTOR**27 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 (s) in Project, the same shall be the proportion which the carpet area of the Apartment bears to the total carpet area of all the Apartments/ Units in the Project.

**28 FURTHER ASSURANCES**

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

**29 PLACE OF EXECUTION**

The execution of this Agreement shall be complete only upon its execution by the Vendors/Confirming Party through its authorized signatory at the Vendors/Confirming Party Office, or at some other place, which may be mutually agreed between the Vendors/Confirming Party and the Purchaser/s, in \_\_\_\_\_ after the Agreement is duly executed by the Purchaser/s .

**30 NOTICES**

Unless otherwise expressly mentioned herein all notices to be served hereunder by any of the parties on the other shall be deemed to have been served if served by hand or sent by Registered Post with acknowledgment due at the address of the other party mentioned hereinabove or hereafter notified in writing and irrespective of any change of address or return of the cover sent by Registered Post without the same being served. None of the parties shall raise any objection as to service of the notice deemed to have been served as aforesaid.

### 31 JOINT PURCHASERS

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

### 32 SAVINGS :

Any application letter, allotment letter, agreement, or any other document signed by the Purchaser/s in respect of the apartment or building, as the case may be, prior to the execution and registration of this Agreement for sale for such apartment or building, as the case may be, shall not be construed to limit the rights and interests of the Purchaser/s under the Agreement for sale or under the Act or the rules or the regulations made thereunder.

### 33 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.

### 34 DISPUTE RESOLUTION

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



: 25 :

SCHEDULE - A

All that piece or parcel of land measuring 1.9925 Acres, forming part of R.S. Plot No. 292, corresponding to L.R. Plot No. 589, recorded in L.R. Khatian Nos. 660, 667, 668, 669, 670 and 671, situated within Mouza Mahishmari, J.L. No.47, Pargana - Patharghata, P.S. Pradhan Nagar, Sub-Div.-Siliguri, A.D.S.R.O. Siliguri - II at Bagdogra, in the District of Darjeeling.

This land is bounded and butted as follows:-

North : 15 feet wide Katcha Road.

South : Land of Gulma Tea Estate.

East : Champasari Road.

West : Sold land of Budhram Mahali.

SCHEDULE - B

All that Residential Flat, being Flat No. \_\_\_\_\_, having Carpet Area \_\_\_\_\_ Sq.ft. (Super Built-up Area \_\_\_\_\_ Sq.ft.) at \_\_\_\_\_ Floor in Block-\_\_\_\_\_ building, with/without one car parking space measuring \_\_\_\_\_ Sq.ft at \_\_\_\_\_ Floor in Block-\_\_\_\_\_ and one utility space measuring \_\_\_\_\_ Sq.ft at \_\_\_\_\_ Floor in Block-\_\_\_\_\_ of the building known as "SHELCON GARDENIA" together with undivided proportionate right in the Schedule-A land on which the said building stands, forming part of R.S. Plot Nos. 292, corresponding to L.R. Plot No. 589, recorded in L.R. Khatian Nos. 660, 667, 668, 669, 670 and 671, situated within Mouza - Mahishmari, J.L. No.47, Pargana - Patharghata, P.S. Pradhan Nagar, Sub-Div.-Siliguri, A.D.S.R.O. Siliguri - II at Bagdogra, in the District of Darjeeling.

: 26 :

**SCHEDULE-C****Specification for construction, fittings, fixtures of the said flat.**

1. Construction will be R.C.C. frame structure with 5" thick brick panel walls.
2. Doors: Main Door will be of membrane (32mm) with door eye, Rooms and balcony Doors will be commercial (32mm) flush type. Toilet door will be PVC (18mm).
3. Window and Grill: Aluminum sliding window with back grill and glass panel, including locking arrangement will be provide 600mm height iron railing above 300 mm height bricks wall will be provided in verandah/Balcony.
4. Walls and ceiling: ALL interior walls will be finished with lime punning & cement primer.
5. Flooring: All floors will be nano finished verified tiles (600 x 600) with 4" high skirting on wall kitchen floor and bathroom floor will be finished with non-skidy tiles (400 x 400) and kitchen table top finished with granite.
6. Toilet: One/Two toilet/s with bath will be provided. All sanitary wares used in toilets would be of approved make European type (white). Shower, water taps, C.P. will be fitted in all bathrooms (toilets). A steel sink with one tap and one washing space with one tap finished with tiles will be provided in kitchen. Porceling tiles (white) of approved make upto 6' height will be provided in each bathroom, two basin (white) will be provided.
7. Electric wiring and points: Entire wiring will be concealed, three light points, one fan point and 5 Amp. plug point will be fitted in the bed room/s, two light points and one fan point will be provided in Hall, one point for refrigerator will be provided. One light point for balcony and toilet will be provided, one point for geyser will also be provided.
8. Changes: Any minor change of specification may be entertained if in reasonable time, in consultation and with consent of our Architect/Engineer.
9. All works other than specified would be charged extra at a reasonable market rate subject to the approval of the Architect/Engineer.

FLORIAN PROPERTIES PVT. LTD.  
DIRECTOR

IN WITNESSES WHEREOF the parties hereto have put the respective signatures on these presents on the day month and year first above written.

**SIGNED AND DELIVERED BY THE WITHIN NAMED**

Purchaser/s : (including joint buyers)

- 1. Signature \_\_\_\_\_
- Name \_\_\_\_\_
- Address \_\_\_\_\_

**NAMED VENDORS/CONFIRMING PARTY :**

- 1. Signature ✓  \_\_\_\_\_
- Name \_\_\_\_\_
- Address \_\_\_\_\_

- 2. Signature \_\_\_\_\_
- Name \_\_\_\_\_
- Address \_\_\_\_\_

At \_\_\_\_\_ in the presence of:

**WITNESSES:**

- 1. Signature \_\_\_\_\_
- Name \_\_\_\_\_
- Address \_\_\_\_\_

- 2. Signature \_\_\_\_\_
- Name \_\_\_\_\_
- Address \_\_\_\_\_