



पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

27AB 246273

As Constituted Attorney of

1. Saraswati Devi Periwai
2. Sunita Periwai
3. Sarita Periwai
4. Sushil Kumar Periwai
5. Naresh Periwai

AND As Authorised Signatory of

1. Art Reeves Exim (I) Pvt. Ltd
2. Uma Tea Estate Pvt. Ltd

ARTYA COMMERCIAL PVT. LTD.

: 1 :

DIRECTOR

**DEED OF AGREEMENT FOR SALE**

THIS DEED OF AGREEMENT FOR SALE IS MADE ON THIS THE \_\_\_\_\_ DAY

OF \_\_\_\_\_ 2018 (TWO THOUSAND EIGHTEEN)

**MEMO JUDICIAL STAMP**

No. 919 Date 16.08.18

Subj. Smt Sarita Permal & another

Pl. Sig

Value Rs. 10/- Family  
Tannoy NOY  
Govt. Grain Vendor  
Bagdogra  
List No- 546/RM  
07 / Darjeeling

As Constituted Attorney of  
 1. Saraswati Devi Periwai  
 2. Sunita Periwai  
 3. Sarita Periwai  
 4. Sushil Kumar Periwai  
 5. Nareesh Periwai  
 AND As Authorised Signatory of  
 1. Art Reeves Exim (I) Pvt. Ltd  
 2. Uma Tea Estate Pvt. Ltd

1. SMT. SARITA PERIWAL (PAN:- AERPP4783N), W/o Late Prayag Kumar Periwai,
2. SRI. SUSHIL KUMAR PERIWAL (PAN:- AKDPP4403D),
3. SRI. NARESH PERIWAL (PAN:- AFHPP8235J), both Vendor Nos. 2 & 3 are Sons of Late Mahabir Prasad Periwai,
4. SMT. SARASWATI DEVI PERIWAL (PAN:- AKEPP6192J), W/o Late Mahabir Prasad Periwai, Vendors No's. 1 to 4, represented by their Constituted Attorney - SRI NITESH PERIWAL (PAN:- AGHPP1487B), S/o Late Prayag Kumar Periwai, Hindu by religion, Business by occupation, residing at Bidhan Road, Siliguri, P.O. & P.S. Siliguri, Pin – 734001, District Darjeeling, in the State of West Bengal, by virtue of registered General Power of Attorney being Deed No. 070500014 for the year 2017 registered in the Office of The A.D.S.R., Rajganj and recorded in Book No. IV, Volume No. 070500014-2017, Pages from 152 to 191.
5. SMT. SUNITA PERIWAL (PAN:- AFHPP8265N), W/o Sri Binod Kumar Periwai, all are Hindu by religion, Business by occupation, Indian by Citizenship, residing at Bidhan Road, Siliguri, P.O. & P.S. Siliguri, Pin – 734001, District Darjeeling, in the State of West Bengal, Vendor No. 5 represented by her Constituted Attorney – SRI NITESH PERIWAL (PAN:- AGHPP1487B), S/o Late Prayag Kumar Periwai, Hindu by religion, Business by occupation, residing at Bidhan Road, Siliguri, P.O. & P.S. Siliguri, Pin – 734001, District Darjeeling, in the State of West Bengal by virtue of registered General Power of Attorney being No. IV-245, Dated 04/03/2014 registered in the office of Addl. Dist. Sub- Registrar, Siliguri, Dist. Darjeeling.
6. ART REEVES EXIM (I) PVT. LTD. (PAN:- AAECA6089L), A Company registered under the Companies Act, 1956 having its Office at 453, Bidhan Road, P.O. & P.S. Siliguri, Pin – 734001, District Darjeeling, in the State of West Bengal.
7. UMA TEA ESTATES (PVT.) LTD. (PAN:- AAACU7451Q), A Company registered under the Companies Act, 1956 having its Office at 453, Bidhan Road, P.O. & P.S. Siliguri, Pin – 734001, District Darjeeling, in the State of West Bengal, Vendors No's. 6 & 7 represented by their Authorized Signatory/Constituted Attorney - SRI NITESH PERIWAL (PAN:- AGHPP1487B), S/o Late Prayag Kumar Periwai, Hindu by religion, Business by occupation, residing at Bidhan Road, Siliguri, P.O. & P.S. Siliguri, Pin – 734001, District Darjeeling, in the State of West Bengal, by virtue of registered General Power of Attorney being Deed No. 070500014 for the year 2017 registered in the Office of The A.D.S.R., Rajganj and recorded in Book No. IV, Volume No. 070500014-2017, Pages from 152 to 191.



As Constituted Attorney of

1. Saraswati Devi Periwai
2. Sunita Periwai
3. Sri. Naresh Periwai
4. Sri. Binod Kumar Periwai
5. Nitesh Periwai

AND As Authorised Signatory of

1. Art Reeves Exim (I) Pvt. Ltd
2. Uma Tea Estate Pvt. Ltd

**WHEREAS:-**

Unless in this Indenture, there be something contrary or repugnant to the subject or context :-

a) **VENDORS** shall mean 1. Smt. Sarita Periwai w/o Late Prayag Kumar Periwai, 2. Sri. Sushil Kumar Periwai, 3. Sri. Naresh Periwai both nos. 2 & 3 are sons of Late Mahabir Prasad Periwai, 4. Smt. Saraswati Devi Periwai w/o Late Mahabir Prasad Periwai, 5. Smt. Sunita Periwai w/o Sri. Binod Kumar Periwai. All are by religion Hindu, by occupation Business, Indian by Citizenship, residing at 453, Bidhan Road, Siliguri, P.O. & P.S. Siliguri Dist. Darjeeling, 6. **ART REEVES EXIM (I) PVT. LTD.** a Company registered under the Companies Act 1956, having its Office at 453, Bidhan Road, P.O. & P.S. Siliguri, Dist. Darjeeling, represented by one of its Director **SRI NIRAJ PERIWAL S/O Late Prayag Kumar Periwai**, 7. **UMA TEA ESTATES (PVT.) LTD.** a Company registered under the companies Act 1956, having its Office at 453, Bidhan Road, P.O. & P.S. Siliguri, Dist. Darjeeling, represented by one of its Director **SMT. ASHA PERIWAL W/O Sushil Kumar Periwai**, 8. **AMARTYA COMMERCIAL PRIVATE LIMITED** a Company registered under the companies Act 1956, having its Office at 453, Bidhan Road, P.O. & P.S. Siliguri, Dist. Darjeeling, represented by one of its Director **SRI. NITESH PERIWAL S/O Late Prayag Kumar Periwai**,

b) **PURCHASER** shall mean **MR ANIL KUMAR AGARWAL (PAN – ACFPA2416B)**, S/o Late Om Prakash Agarwal, Hindu by Religion, Business by occupation, Indian by citizenship, residing at Behind Urvashi Cinema Hall, S. F. Road, Siliguri, P.O. & P.S. Siliguri, Dist. Darjeeling, in the State of West Bengal.

c) **DEVELOPER** Shall mean **AMARTYA COMMERCIAL PRIVATE LIMITED** a Company incorporated under the Indian Companies Act, 1956, having its registered office at 453, Bidhan Road, P.O. & P.S. Siliguri, Dist. Darjeeling, represented by one of its Director **SRI NITESH PERIWAL S/o Late Prayag Kumar Periwai**,

d) **PREMISES / BUILDING** shall mean all that G+ 4 Storied Building brick – built and premises **TOGETHERWITH** the piece and parcel of revenue redeemed land thereunto belonging whereon or on part whereof the same is would erect and building containing an area measuring 89 Kathas 1.5 Chhattaks 7 Sq. Ft. appertaining to and forming a part of Khatian No. 241(old), 3,4,5,53,54,51,55,52(new), Plot No., 153(old), 23(new), J. L. No. 02, Sheet No. 8 (old), 66(new) within Ward No. XXXXI of Siliguri Municipal Corporation morefully and wherever the context so permits or intends shall including the building thereon.

e) **PLAN** shall mean the plan being No. 1002 dated 14/02/2014 and sanctioned on 23/04/2014, comprised in Khatian No. 241(old), 3,4,5,53,54,51,55,52(new), Plot No., 152 (old) & 153(old),

As Constituted Attorney of

1. Saraswati Devi Periwai
2. Sumita Periwai
3. S. S. Periwai
4. Sushil Kumar Periwai
5. Nareesh Periwai

AND As Authorised Signatory of

1. Art Reeves Exim (I) Pvt. Ltd
2. Uma Tea Estate Pvt. Ltd

23(new), J. L. No. 02, Sheet No. 8 (old), 66(new) within Ward No. XXXXI of Siliguri Municipal Corporation. The plan was submitted to the S.M.C. for Revision of P+5 and the approval of the same was granted vide Plan No. 186 dated 31.08.2016.

f) **UNIT** shall mean one Flat and Garage, as also any flat with garage or car parking space if any, forming such as unit within the building would erect situated at Jyotinagar, Near Shanti Housing Complex, P.O. Sevoke Road, within P.S. Bhaktinagar, 2.1/2 mile, Siliguri, comprised in Khatian No. 241(old), 3,4,5,53,54,51,55,52(new), Plot No., 152(old) & 153(old), 23(new), J. L. No. 02, Sheet No. 8 (old), 66(new) within Ward No. XXXXI of Siliguri Municipal Corporation.

g) **UNDIVIDED SHARE** shall mean the undivided impartibly proportionate share in the land comprised in Khatian No. 241(old), 3,4,5,53,54,51,55,52(new), Plot No., 152 (old) & 153(old), 23(new), J. L. No. 02, Sheet No. 8 (old), 66(new) within Ward No. XXXXI of Siliguri Municipal Corporation attributable and allocable as against any unit as aforesaid, or relating thereto, the same being a part thereof in fact.

h) **COMMON AREAS AND INSTALLATION** shall mean those of the common area and facilities mentioned and specified in the **THIRD SCHEDULE** hereunder written and declared and expressed by the Vendor for common use and enjoyment of Co – owners.

i) **COMMON EXPENSES** shall mean and include all expenses for the maintenance, management , upkeep and administration of the Building and in particular, the Common areas, and Installations and radiation of common services in common of the co- owners, and all other expenses for the common purpose including those mentioned in the **FOURTH SCHEDULE** hereunder written to be contributed, borne, paid and shared by the co – owners.

j) **CO- OWNERS** according to the context shall mean all the buyers/owners, who for the time being shall either complete the purchase of any Unit in the Building, or have agreed to purchase any Unit of the Building, and take lawful possession of any such, unit, and all the unsold Units and /or Units therein possession where of not being parted with by the VENDORS and / or DEVELOPER.

k) **ASSOCIATION** shall mean the Association to be formed by all the co – owners as aforesaid for joint core, securities, preservation and maintenance of the said building, all the co – owners being agreement being to join such association or due formation thereof paying proportionately for such purpose.



As Constituted Attorney of

1. Saraswati Devi Periwal
2. Sunita Periwal
3. Sunita Periwal
4. Sunita Periwal
5. Sunita Periwal

AND as Authorised Signatory of

1. Art Reeves Exim (I) Pvt. Ltd
2. Ulma Tea Estate Pvt. Ltd

**l) DEVELOPMENT AGREEMENT** shall mean the joint Venture Cum Development Agreement is done for development by and between the Vendors and Developers on this the 5<sup>th</sup> Day of Jun, 2014. The joint Venture Cum Development Agreement is duly registered by virtue of Deed No. 4005 for the year 2014 an entered into Book No. 1, CD Volume No. 11, Pages 4902 to 4962 and registered at the Additional District Sub-Registrar, Rajganj, Dist. Jalpaiguri,

**m) PROPORTIONATE or PROPORTIONATELY or PROPORTIONATE SHARE** according to the context shall mean.

- i) Where it refers to the share of the purchasers in the lands comprised in the said premises the share of any purchasers therein shall be in the proportion in which the Super built up area of the said unit may be in total area of the lands as contained in the premises as aforesaid whereon the building housing the units as aforesaid, inclusive of the one being the subject matter hereof, remain situate.
- ii) Where it refers to the share of the purchasers in the Common Areas and Installations the share of any purchasers therein shall be in the proportion in which the super built up area of the said unit be to super built up area of all the Unit in the Building the share of the any purchasers in common expenses therefore similarly shall be determined in the said mode and manner PROVIDED NEVERTHELESS THAT, where it refers to the share in the rates and/ or taxes payable as, or under common expenses such share shall be determine on the basis of such rates and/ or taxes as shall be levied their against individually.

**AND**

**WHEREAS** the Owners / First Party are the sole, absolute and exclusive owner in possession of the home stead land measuring 89 Katha 1.5 Chattak 7 sq. ft. appertaining and forming part of Khatian No. 241 (old), 3,4,5,53,54,51,55,52 (new), Plot No., 153(old), 23(new), J. L. No. 02, Sheet No. 8 (old), 66 (new) within Ward No. XXXXI of Siliguri Municipal Corporation by the following ways :-

**I. That Smt. Saraswati Devi Periwal, W/o Late Mahabir Prasad Periwal purchased**

- i) A piece or parcel of land measuring 3 Kathas from Sri. Manu Chhetri S/o Late Hari Chhatri by virtue of Deed of Sale being No. 2314 for the year 2006 and entered into Book No. I, Volume No. 48, Pages 293 to 298 and registered at the Dist. Sub – Registrar, Jalpaiguri.

As Constituted Attorney of  
 1. Saraswati Devi Periwal  
 2. Sonita Periwal  
 3. Nitesh Periwal  
 4. Manoj Periwal  
 5. Nitesh Periwal

AND As Authorised Signatory of  
 1. Ari Reeves Exim (I) Pvt. Ltd  
 2. Uma Tea Estate Pvt. Ltd

ii) a piece or parcel of land measuring 3 Kathas from That Sri. Kaji Rai S/o Sri. Jit Bahadur Rai. By virtue of Deed of Sale being No. 2718 for the year 2006 and entered into Book No. I, Volume No. 59, pages 01 to 08 and registered at the District Sub- Registrar, Jalpaiguri.

iii) a piece or parcel of land measuring 6 Kathas from 1. Smt. Vimla Thapa w/o Sri. Padam Bahadur Thapa, 2. Sri. Punam Ramudamu s/o Late Pratiman Ramudamu & 3. Smt. Janaki Ramudamu w/o Late Pratiman Ramudamu by virtue of Deed of Sale being No. 2091 for the year 2006 and entered into Book No. I, Volume No. 43, pages 239 to 250 and registered at the District Sub- Registrar, Jalpaiguri.

iv) a piece or parcel of land measuring 5 Kathas 4 ½ Chattak from 1. Sri. Man Singh Gajmer s/o Late Sahabir Gajmer, 2. Smt. Indra Kumari Chherti W/o Sri. Ram Kumar Chhetri, by virtue of Deed of Sale being No 2284 for the year 2006 and entered into Book No. I, Volume No. 33, pages 155 to 160 and registered at the then Sub-Registrar, Rajganj Dist. Jalpaiguri.

After that the name of Smt. Saraswati Periwal w/o Late Mahabir Prasad Periwal has been mutated in the finally framed and finally published Record-of-Right under the provisions as laid down in the West Bengal Land & Land Reforms Act, 1955 and opened one new Khatian 54, Plot No. 23, Sheet No. 66, Mouza Dabgram for the land measuring 0.2845 acre.

Sub- Divisional Land & Land Reforms Officer, Sadar Jalpaiguri converted the classification of the land from Danga to Housing Complex vide his Memo No. 519 (4) Con/SDLLRO(S)/JAL 2014 dated 23-07-2014, for the land measuring 0.2845 acre.

**II. That Amartya Commercial Private Limited** having registered office at 453, Bidhan Road, P.O. & P.S. Siliguri, Dist. Darjeeling purchased

i) a piece or parcel of land measuring 4 Katha 13.5 Chattak from 1. Sri. Santosh Ray, 2. Sri. Saran Ray, 3. Sri. Sanjib Ray all are sons of Late Ram Bahadur Ray, 4. Smt. Sushila Ray w/o Late Ram Bahadur Ray and 5. Smt. Pinki Ray D/o Late Ram Bahadur Ray as Land owner and 1. Sri. Dhakaru Roy s/o Late Nanda Singh Roy, 2. Smt. Hemsuswari Roy w/o Sangia Roy and Smt. Bindeshwari Roy w/o Dharani Roy – as Confirming Party (through their Constituted attorney Sri. Nitesh Periwal s/o Late Prayag Kumar Periwal ) by virtue of Deed of Sale being No 3913 for the year 2012 and entered into Book No. I, CD Volume No. 11, pages 6291 to 6311 and registered at the Additional Dist Sub-Registrar, Rajganj, Dist. Jalpaiguri.

ii) a piece or parcel of land measuring 3 Katha from Sri. Chakra Bahadur Chhetri S/o Sri. Makar Bahadur Chhetri. As land owner and 1. Sri. Dhakaru Roy s/o Late Nanda Singh Roy, 2. Smt. Hemsuswari Roy w/o Sangia Roy and Smt. Bindeshwari Roy w/o Dharani Roy- as Confirming Party (through their Constituted attorney Sri. Nitesh Periwal s/o Late Prayag Kumar Periwal ) by virtue of Deed of Sale being No3837 for the year 2012 and entered into Book No. I, CD



As Constituted Attorney of

1. Saraswati Devi Periwai
2. Sunita Periwai
3. Binod Periwai
4. Binod Kumar Periwai
5. Nitesh Periwai

AND As Authorised Signatory of

1. Art Reeves Exim (I) Pvt. Ltd
2. Unia Tea Estate Pvt. Ltd

Volume No. 11, pages 4888 to 4905 and registered at the Additional District Sub- Registrar, Rajganj. Dist. Jalpaiguri

iii) a piece or parcel of land measuring 4 Katha 13.5 Chattak from Sri. Krishna Bahadur Biswakarma @ Karna Bahadur Sonar S/o Late Jangbir Biswakarma @ Jangbir Sonar as Land owner and 1. Sri. Dhakaru Roy s/o Late Nanda Singh Roy, 2. Smt. Hemsuswari Roy w/o Sangia Roy and Smt. Bindeshwari Roy w/o Dharani Roy- as Confirming Party (through their Constituted attorney Sri. Nitesh Periwai s/o Late {Prayag Kumar Periwai) by virtue of Deed of Sale being No. 2104 for the year 2011 and entered into Book No. I, CD Volume No. 5, pages 4127 to 4143 and registered at the District Sub- Registrar, Dist. Jalpaiguri

iv) a piece or parcel of land measuring 4 Katha 13.5 Chattak from Sri. Karna Bahadur Biswakarma @ Karna Bahadur Sonar S/o Late Jangbir Biswakarma @ Jangbir Sonar as Land owner and 1. Sri. Dhakaru Roy s/o Late Nanda Singh Roy, 2. Smt. Hemsuswari Roy w/o Sangia Roy and Smt. Bindeshwari Roy w/o Dharani Roy - as Confirming Party (through their Constituted attorney Sri. Nitesh Periwai s/o Late Prayag Kumar Periwai ) by virtue of Deed of Sale being No 3612 for the year 2012 and entered into Book No. I, CD Volume No. 11, pages 1742 to 1759 and registered at the Additional District Sub- Registrar, Rajganj. Dist. Jalpaiguri.

After that the name of Amartya Commercial Private Limited having registered office at 453, Bidhan Road, P.O. & P.S. Siliguri, Dist. Darjeeling has been mutated in the finally framed and finally published Record-of-Right under the provisions as laid down in the West Bengal Land & Land Reforms Act, 1955 and opened one new Khatian 53, Plot No. 23, Sheet No. 66, Mouza Dabgram for the land measuring 0.1875 acre.

Sub- Divisional Land & Land Reforms officer, Sadar Jalpaiguri converted the classification of the land from Danga to Housing Complex vide his Memo No. 515(4)/ Con/SDLLRO(S)/JAL 2014 dated 23-07-2014, for the land measuring 0.1875 acre.

### III. That Smt. Sunita Periwai w/o Sri. Binod Kumar Periwai purchased

i) a piece or parcel of land measuring 8 Katha 7.5 Chattak from Sri. Karna Bahadur Biswakarma (Sonar) S/o Late Jangbir Biswakarma (Sonar) by virtue of Deed of Sale being No 4557 for the year 2003 and entered into Book No. I , Volume No. 59, pages 7 to 12 and registered at the District Sub- Registrar, Jalpaiguri.

After that the name of Smt. Sunita Periwai w/o Sri. Binod Kumar Periwai has been mutated in the finally framed and finally published Record-of-Right under the provisions as laid down in the West Bengal Land & Land Reforms Act, 1955 and opened one new Khatian 55, Plot No. 23, Sheet No. 66. Mouza Dabgram for the land measuring 0.1402 acre.



As Constituted Attorney of  
 1. Saranwati Devi Periwal  
 2. Sarita Periwal  
 3. Smt. Periwal  
 4. S. Kumar Periwal  
 5. Baldeo Periwal  
 M.D.A.s Authorised Signatory of  
 M. D. A. Estates Pvt. Ltd.  
 1/1, New Market, Calcutta-700017

Sub - Divisional Land & Land Reforms Officer, Sadar Jalpaiguri converted the classification of the land from Danga to Housing Complex vide his Memo No. 517(4)/ Con/SDLLRO(S)/JAL 2014 dated 23-07-2014, for the land measuring 0.1402 acre.

**IV. That 1. Smt. Sarita Periwal w/o Late Prayag Kumar Periwal, 2. Sri. Sushil Kumar Periwal & 3. Sri. Naresh Periwal, both are sons of Late Mahabir Prasad Periwal purchased**

i) a piece or parcel of land measuring 0.0516 acre from 1. Sri. Dhakaru Roy S/o Late Nanda Singh Roy 2. Smt. Hemsuswari Roy, W/o Sri. Sangla Roy, 3. Smt. Bindeshwari Roy w/o Dharani Roy (through their Constituted Attorney Sri. Nitesh Periwal s/o Late Prayag Kumar Periwal ) by virtue of Deed of Sale being No 3343 for the year 2011 and entered into Book No. 1, CD Volume No. 08, pages 2980 to 2996 and registered at the District Sub- Registrar, Jalpaiguri.

ii) a piece or parcel of land measuring 0.0652 acre from 1. Sri. Dhakaru Roy S/o Late Nanda Singh Roy 2. Smt. Hemsuswari Roy, W/o Sri. Sangla Roy, 3. Smt. Bindeshwari Roy w/o Dharani Roy (through their Constituted Attorney Sri. Nitesh Periwal s/o Late Prayag Kumar Periwal ) by virtue of Deed of Sale being No 3342 for the year 2011 and entered into Book No. 1, CD Volume No. 08, pages 2963 to 2979 and registered at the District Sub- Registrar, Jalpaiguri.

iii) a piece of parcel of land measuring 0.1145 acre from 1. Sri. Nageshwar Prasad S/o Late Baijnath Prasad 2. Smt. Lalita Devi W/o Sri. Chandreshwar Prasad 3. Sri. Dinesh Kumar Prasad S/o Sri. Baldeo Prasad 4. Smt. Vendana Prasad W/o Sri. Dinesh Kumar Prasad 5. Sri. Prudip Prasad S/o Late Jagdish Prasad 6. Sri. Ranjit Kumar S/o Late Jagdish Prasad by virtue of Deed of Sale being No 1411 for the year 2010, Book No. 1, CD Volume No. 4, pages 1338 to 1353 and registered at the District Sub- Registrar, Jalpaiguri.

After that the name of 1. Smt. Sarita Periwal w/o Late Prayag Kumar Periwal, 2. Sri. Sushil Kumar Periwal & 3. Sri. Naresh Periwal, both are sons of Late Mahabir Prasad Periwal has been mutated in the finally framed and finally published Record-of-Right under the provisions as laid down in the West Bengal Land & Land Reforms Act, 1955 and opened there new Khatian 3,4,5, Plot No. 23, Sheet No. 66, Mouza Dabgram for the land measuring 0.2542 acre, 0.2302 acre, and 0.2462 acre respectively ( Khatian includes some other plot of land acquired by different Sale Deed).

Sub - Divisional Land & Land Reforms Officer, Sadar Jalpaiguri converted the classification of the land from Danga to Housing Complex vide his Memo No. 516(4)/ Con/SDLLRO(S)/JAL 2014 dated 23-07-2014, for the land measuring 0.2542 acre, Memo No. 520(4)/ Con/SDLLRO(S) JAL 2014 dated 23-07-2014, for the land measuring 0.2302 acre, Memo No. 518(4)/ Con/SDLLRO(S)/JAL 2014 dated 23-07-2014, for the land measuring 0.2462 acre.

As Constituted Attorney of

1. Saraswati Devi Periwai
2. Sumita Periwai
3. Sarita Periwai
4. Sushil Kumar Periwai
5. Naresh Periwai

AND As Authorised Signatory of

1. Art Reeves Exim (I) Pvt. Ltd
2. Uma Tea Estate Pvt. Ltd

**V. That Sri Naresh Periwai**, son of Late Mahabir Prasad Periwai, purchased a piece or parcel of land measuring 0.168 acre from 1. Sri Nageshwar Prasad S/o Late Baijnath Prasad, 2. Smt. Lalita Devi, W/o Sri Chandreshwar Prasad, 3. Sri Dinesh Kumar Prasad, S/o Baldeo Prasad, 4. Smt. Vendana Prasad, W/o Sri Dinesh Kumar Prasad, 5. Sri Pradip Prasad, S/o Late Jagdish Prasad, 6. Sri Ranjit Prasad, S/o Late Jagdish Prasad by virtue of Deed of Sale being No. 1724 for the year 2004, Book No. I, Volume No. 22, pages 353 to 360 and registered at the District Sub-Registrar, Jalpaiguri.

After that the name of Sri Naresh Periwai, son of Late Mahabir Prasad Periwai has been mutated in the finally framed and finally published Record-of- Right under the provisions as laid down in the West Bengal Land and Land Reforms Act, 1955 and opened three new Khatian No. 5, Plot No. 23, Sheet no.66, Mouza Dabgram for the Land measuring 0.2462 acre( Khatian includes some other plot of land acquired by different Sale Deed).

Sub- Divisional Land & Land Reforms Officer, Sadar Jalpaiguri converted the classification of the land from Danga to Housing Complex vide his Memo No. 518(4)/Con/SDLLRO(S)/JAL 2014 dated 23/07/2014, for the land measuring 0.2462 acre.

**VI. That Smt. Sarita Periwai**, W/o Late Prayag Kumar Periwai, purchased a piece or parcel of land measuring 0.168 acre from 1. Sri Nageshwar Prasad S/o Late Baijnath Prasad, 2. Smt. Lalita Devi, W/o Sri Chandreshwar Prasad, 3. Sri Dinesh Kumar Prasad, S/o Baldeo Prasad, 4. Smt. Vendana Prasad, W/o Sri Dinesh Kumar Prasad, 5. Sri Pradip Prasad, S/o Late Jagdish Prasad, 6. Sri Ranjit Prasad, S/o Late Jagdish Prasad by virtue of Deed of Sale being No. 1727 for the year 2004, Book No. I, Volume No. 22, pages 375 to 380 and registered at the District Sub-Registrar, Jalpaiguri.

After that the name of Smt. Sarita Periwai, W/o Late Prayag Kumar Periwai, has been mutated in the finally framed and finally published Record-of- Right under the provisions as laid down in the West Bengal Land and Land Reforms Act, 1955 and opened three new Khatian5, Plot No. 23, Sheet no.66, Mouza Dabgram for the Land measuring 0.2462 acre( Khatian includes some other plot of land acquired by different Sale Deed).

Sub- Divisional Land & Land Reforms Officer, Sadar Jalpaiguri converted the classification of the land from Danga to Housing Complex vide his Memo No. 516(4)Con/SDLLRO(S)/JAL 2014 dated 23/07/2014, for the land measuring 0.2542 acre.

**VII. That Sri. Sushil Kumar Periwai**, son of Late Mahabir Prasad Periwai, purchased a piece or parcel of land measuring 0.168 acre from 1. Sri Nageshwar Prasad S/o Late Baijnath Prasad, 2. Smt. Lalita Devi, W/o Sri Chandreshwar Prasad, 3. Sri Dinesh Kumar Prasad, S/o Baldeo Prasad, 4. Smt. Vendana Prasad, W/o Sri Dinesh Kumar Prasad, 5. Sri Pradip Prasad, S/o Late Jagdish Prasad, 6. Sri Ranjit Prasad, S/o Late Jagdish Prasad by virtue of Deed of Sale being No.



As Constituted Attorney of

1. Saraswati Devi Periwai
2. Sujata Periwai
3. Sushil Periwai
4. Sushil Kumar Periwai
5. Neelish Periwai

AND As Authorised Signatory of

1. Art Reeves Exim (I) Pvt. Ltd
2. Uma Tea Estate Pvt. Ltd

1726 for the year 2004, Book No. I, Volume No. 22, pages 369 to 374 and registered at the District Sub-Registrar, Jalpaiguri.

After that the name of Sri Sushil Kumar Periwai, son of Late Mahabir Prasad Periwai, has been mutated in the finally framed and finally published Record-of- Right under the provisions as laid down in the West Bengal Land and Land Reforms Act, 1955 and opened three new Khatian No. 5, Plot No. 23, Sheet no.66, Mouza Dabgram for the Land measuring 0.2462 acre (Khatian includes some other plot of land acquired by different Sale Deed).

Sub- Divisional Land & Land Reforms Officer, Sadar Jalpaiguri converted the classification of the land from Danga to Housing Complex vide his Memo No. 520(4)/ Con/SDLLRO(S)/JAL 2014 dated 23/07/2014, for the land measuring 0.2302 acre.

**VIII.** That Uma Tea Estates Pvt. Ltd, having registered office at Bidhan Road, P.O. & P.S. Siliguri, Dist. Darjeeling purchased a piece or parcel of land measuring 5 Katha 14 Chattak from 1. Sri Nirmal Gurung, s/o Late Lalu Gurung @ Kalu Singh Gurung, 2. Miss Sita Gurung, d/o Late Lalu Gurung @ Kalu Singh Gurung through their Constituted Attorney Sri. Padam Bahadur Thapa, s/o Late Chabilal Thapa by virtue of Deed of Sale being No. 2754 for the year 2009, Book No. I, CD Volume No. 7, pages 322 to 339 and registered at the District Sub-Registrar, Jalpaiguri.

After that the name of Uma Tea Estates Pvt. Ltd, registered office at Bidhan Road, P.O. & P.S. Siliguri, Dist. Darjeeling, has been mutated in the finally framed and finally published Record-of- Right under the provisions as laid down in the West Bengal Land and Land Reforms Act, 1955 and opened one new Khatian No. 52, Plot No. 23, Sheet no.66, Mouza Dabgram for the Land measuring 0.0969 acre.

Sub- Divisional Land & Land Reforms Officer, Sadar Jalpaiguri converted the classification of the land from Danga to Housing Complex vide his Memo No. 558(2)/ Con/BLLRO/RAJ/JAL 2014 dated 31/07/2014, for the land measuring 0.0969 acre.

**IX.** That Art Reeves Exim (I) Pvt. Ltd., having registered office at 453, Bidhan Road, P.O. & P.S. Siliguri, Dist. Darjeeling purchased a piece or parcel of land measuring 1 Katha 8 Chattak from Sri Roshan Chhetri, s/o Late Ram Bahadur Chhetri by virtue of Deed of Sale being No. 01094 for the year 2010, Book No. I, CD Volume No. 3, pages 2687 to 2700 and registered at the District Sub-Registrar, Jalpaiguri.

After that the name of Art Reeves Exim (I) Pvt. Ltd., having registered office at 453, Bidhan Road, P.O. & P.S. Siliguri, Dist. Darjeeling has been mutated in the finally framed and finally published Record-of- Right under the provisions as laid down in the West Bengal Land and Land Reforms Act, 1955 and opened one new Khatian No. 51, Plot No. 23, Sheet no.66, Mouza Dabgram for the Land measuring 0.0247 acre.

As Constituted Attorney of

1. Saraswati Devi Periwai
2. Sunita Periwai
3. Anil Periwai
4. Anil Kumar Periwai
5. Anil Periwai

As Authorised Signatory of

1. Anil Periwai Exim (I) Pvt. Ltd
2. Anil Periwai Estate Pvt. Ltd

Sub- Divisional Land & Land Reforms Officer, Sadar Jalpaiguri converted the classification of the land from Danga to Housing Complex vide his Memo No. 559(2)/ Con/BLLRO/RAJ/JAL 2014 dated 31/07/2014, for the land measuring 0.0247 acre.

After that aforesaid parties/land owners entered into a Joint Venture Cum Development Agreement for construction of a multistoried building on the aforesaid plot of land by virtue of Deed No. 4005 for the year 2014 an entered into Book No. I, CD Volume No. 11, pages 4902 to 4962 and registered at the District Sub-Registrar, Jalpaiguri. By virtue of the said Development Agreement they engage Amartya Commercial Private Limited, having registered office at 453, Bidhan Road, P.O. & P.S. Siliguri, Dist. Darjeeling as their Developer of the said plot of land.

Siliguri Municipal Corporation sanctioned a proposed P+4 storied residential building vide Plan No. 1002 dated 14/02/2014 and sanctioned on 23/04/2014.

Siliguri Jalpaiguri Development Authority issue a Land Use Compatibility Certificate vide Memo No. 270/LUCC/ARP/SJDA dated 12/09/2012.

**The aforesaid Land is Jointly Butted & Bounded as follows:**

|              |  |
|--------------|--|
| On the North | : Land of Late Karna Bahadur Chettri & Others. |
| On the South | : Land of Shanti Niketan Housing Complex.      |
| On the East  | : Land of Shanti Niketan Housing Complex.      |
| On the West  | : 34 ft wide S.M.C. Road.                      |

**AND**

**WHEREAS** the Developer herein has decide / agreed and undertake to construct a building upon the aforesaid plot of land so to be constructed (morefully and particularly described in the FIRST SCHEDULE hereunder written) at their own cost and finance, upon certain terms and conditions and the said land owners have agreed and accepted the said Developers proposal.

**AND**

**WHEREAS** the Developer herein applied & obtained a G+ FOUR Storied Building Sanctioned plan vide Plan No. 1002, dated 23/04/2014 by the Siliguri Municipal Corporation upon the aforesaid plot, THAT the Developers had submitted a REVISED PLAN of G+FIVE with the said authority & other government organizations and was granted vide Plan No. 186 dated 31.08.2016.

**AND**



As Constituted Attorney of

1. Saraswati Devi Periwal
2. Sunita Periwal
3. Sunita Periwal
4. Sri Lal Kumar Periwal
5. Nitesh Periwal

AND As Authorised Signatory of

1. Art Reeves Exim (I) Pvt. Ltd
2. Uma Tea Estate Pvt. Ltd

**WHEREAS** after the sanction of G+ FOUR Storied Building plan, the said Developer i.e. Confirming Party herein commenced as proposed the construction work of the building, situate at Jyotinagar, Near Shanti Nektan Housing Complex, P.O. Sevoke Road, within P.S. Bhaktinagar, 2.1/2 mile, Siliguri, comprised in Plot No. 152 & 153, recorded in Khatian No. 241 of Mouza- Dabgram Pargana Baikunthapur, J.L. No. 02, Sheet No.8, P.S. Baikunthapur, Dist. Jalpaiguri within Ward No. XXXXI of Siliguri Municipal Corporation, herein called the "SAID BUILDING" named "DOLPHIN SIGNATURE" hereunder written, according to the said sanction of the building plan & simultaneously the Developer/ Confirming Party herein started booking process of Several Flats/parking Space under construction in favour of the Intending purchaser/s.

**AND**

**WHEREAS** the Vendors herein have entered into a Joint Venture Cum Development Agreement by virtue of Deed No. 4005 for the year 2014 an entered into Book No. I, CD Volume No. 11, Pages 4902 to 4962 and registered at the District Sub-Registrar, Jalpaiguri in favour of Amartya Commercial Pvt. Ltd., a company registered under the Indian Companies Act, 1956, having its registered office at 453, Bidhan Road, P.O. & P.S. Siliguri, Dist. Darjeeling, W.B. represented by one of its Director Sri Nitesh Periwal, son of Late Prayag Kumar Periwal to sign & execute several Deed of Agreement of Sale in respect of the Land.

**AND**

**WHEREAS** the said Agreement contained provisions inter-alia of covered and/or other areas of the Vendors & Developer / Confirming Party herein within the said building being as aforesaid ascertain the same in details & describing as well the respective proportionate shares of the vendors & that of Developer / Confirming Party to sell convey, transfer, assign their allocations therein with further right to have proportionate share in the land below building in accordance with their share as agreed & to sell, convey, transfer, assign such share in the lands as well for gains without any reservation on the part of Vendors, co-operation therefore being obligation on the part of the Vendor in such respect, in the said building constructed as the cost of the Developer being granted by the Vendors, the Vendors agreeing to transfer the Developers proportionate share in the building as consideration for the Vendors having their respective allocation therein, in terms of the said Development Agreement.

**AND**

As Constituted Attorney of

1. Suresh Chandra Periwai
2. S. S. Periwai
3. S. S. Periwai
4. S. S. Periwai
5. S. S. Periwai

At & As Authorised Signatory of

1. Art Reeves Exim (I) Pvt. Ltd
2. Uma Toa Estate Pvt. Ltd

WHEREAS the Vendors & Developer / Confirming Party herein have jointly decided or agreed to sell and the purchaser/s herein have agreed to Purchase ALL THAT one unit being a Flat on the Second Floor, measuring 1988 sq. ft. (including Super Built Up Area), in Block D & one Free Parking Space at the Ground Floor, hereinunder called "FLAT AND GARAGE" morefully & particularly described in the SECOND SCHEDULE hereunder written, the same as so to be erected of the building situate at Jyotinagar, Near Shanti Nektan Housing Complex, P.O. Sevoke Road, within P.S. Bhaktinagar, 2.1/2 mile, Siliguri, comprised in Khatian No. 241(old), 3,4,5,53,54,51,55,52 (new), Plot No. 152 (old) & 153 (old) , 23(new), J.L. No. 02, Sheet No.8 (old), 66 (new) within Ward No. XXXXI of Siliguri Municipal Corporation morefully & particularly described in the FIRST SCHEDULE hereinabove written.

TOGETHERWITH undivided proportionate share of Land and Building morefully & particularly described in the FIRST SCHEDULE hereinabove written, TOGETHERWITH common facilities, right over passage, main entrance, stair, landing etc, morefully & particularly described in the THIRD SCHEDULE hereunder written, at or for total of Rs. 52,68,200-(Rupees Fifty Two Lakhs Sixty Eight Thousand & Two Hundred) only free from all encumbrances.

NOW THIS INDENTURE WITNESSES and it is hereby and hereunder agreed by and between the parties as follows:-

1. That the Vendors & Developer / Confirming Party herein have jointly agreed to sell being ALL THAT one unit being a Flat on the Second Floor, measuring 1988 sq. ft. (including Super Built Up Area), in Block - D and Free Right to park One Car at the Ground Floor, demarcated in Block - D, Parking No D6 hereinafter called "FLAT AND GARAGE" morefully & particularly described in the SECOND SCHEDULE hereunder written, the Land situated at Jyotinagar, Near Shanti Nektan Housing Complex, P.O. Sevoke Road, within P.S. Bhaktinagar, 2.1/2 mile, Siliguri, comprised in Plot No. 152 & 153, recorded in Khatian No. 241(old), 3,4,5, 53,54,51,55,52 (new), Plot No. 152 (old), 23(new), J.L. No. 02, Sheet No. 8 (old), 66 (new) within Ward No. XXXXI of Siliguri Municipal Corporation morefully & particularly described in the FIRST SCHEDULE hereinabove written, TOGETHERWITH UNDIVIDED PROPORTIONATE share of Land and Building morefully & particularly described in the FIRST SCHEDULE hereinabove written, TOGETHERWITH common facilities, right over passage, main entrance, stair, landing etc, morefully & particularly described in the THIRD SCHEDULE hereunder written, at or for total of Rs. 52,68,200-(Rupees Fifty Two Lakhs Sixty Eight Thousand & Two Hundred) only (including parking space and Electric Connection, both compulsory for the Purchaser), out of which Rs. 4,00,000/- (Rupees Four Lakhs) only is paid through RTGS, as an Advance and the Developer / Confirming Party have acknowledged the receipt of the same, mentioned in the money receipt herein and the total sum of Rs. 52,68,200-(Rupees Fifty Two Lakhs Sixty Eight Thousand & Two Hundred) only hereunder appearing is to be paid as follows:-



As Constituted Attorney of

1. Saraswati Devi Periwat
2. S. S. Periwat
3. S. S. Periwat
4. Kuntar Periwat
5. S. S. Periwat

AND As Authorised Signatory of

1. Art Reeves Exim (I) Pvt. Ltd
2. Uma Tea Estate Pvt. Ltd

AMARTYA COMMERCIAL PVT. LTD.

## 2. PAYMENT SCHEDULE

| Payment details                                   | Installment | Amount |
|---|-------------|--------|
| At the time of Booking                            |             | 20%    |
| At the time of Foundation                         |             | 20%    |
| At the time of 2 <sup>nd</sup> Floor Slab Casting |             | 10%    |
| At the time of 4th Floor Slab Casting             |             | 10%    |
| At the time of Bricks Work                        |             | 10%    |
| At the time of Plaster                            |             | 10%    |
| At the time of Tiles Work                         |             | 10%    |
| At the time of Wall Putty                         |             | 5%     |
| At the time of Registry                           |             | 5%     |

3. The Vendors/Developer/Confirming Party undertake that they shall complete the construction of the said Flat morefully & particularly described in the **SECOND SCHEDULE** hereunder written, in accordance with the sanctioned plan and shall complete the construction and finish and handover the possession to the Purchaser/s within December, 2018. The Purchaser has agreed the same and inspected seen and approved the building plan sanctioned by the Siliguri Municipal Corporation.

And also if the Vendors/Developer/Confirming Party has delayed the construction within aforesaid period/time then they paid 1% interest to the Purchaser/s.

4. The purchaser satisfied about the right of the Vendors and Developer / Confirming Party and the marketability of the said land therein in respect of the said proposed FLAT and also the said land after verification and inspection of all papers of documents relation to the said land which he received from the Developer / Confirming party before the execution of this presents.

5. That the Vendors and /Developer / Confirming party undertake to the Purchaser that the said land also the said Flat is free from all encumbrances and has good marketable title.

6. If in course of searches and investigation of title the property is found to be affected by any notice of acquisition or requisition by the Government or any Statutory body or authority or injunction or prohibitory order from any court or fail and neglect to sign and necessary papers in that event the purchaser shall be entitled to cancel and/or rescind this agreement and the developer will refund the total paid amount by the purchaser within three months from the date of intimation by the Purchaser/s.

7. That the Vendors and Developer / Confirming Party have handed over copies of all the related documents namely Title Deed, Sanctioned of the building plan, Municipal Tax receipt, Mutation Certificate other documents for verification and inspection regarding the said land before this agreement.

As Constituted Attorney of  
 1. Saraswati Devi Periwai  
 2. Shriya Periwai  
 3. Sarita Periwai  
 4. S. S. Kumar Periwai  
 5. Manish Periwai  
 AND As Authorised Signatory of  
 1. Ari Reeves Exim (I) Pvt. Ltd  
 2. United Tea Estate Pvt. Ltd

8. Upon payment of the entire balance consideration money payable hereinbefore the Developer / Confirming Party and Vendors shall execute and registered Deed of Conveyance in favour of the purchaser /or/their nominee or nominees, all that the said Flat morefully & particularly described in the **SECOND SCHEDULE** hereunder written.
9. So long as a said Unit of the said building shall not be separately assessed by the purchaser to pay the proportionate share of taxes to the Developer / Confirming Party in respect of the said Flat. If there is any type of Service Tax/GST or any other taxes is occurred then the Service and any other taxes shall be borne by the purchaser.
10. If the Purchaser/s fails to perform the terms of purchasing Flat in any manner whatsoever in that case the Vendors and Developer / Confirming Party shall have the right to cancel and/or rescind the instant agreement and refund the deposited amount after deducting 10% (ten percent) of the deposited money but the Purchaser must inform his inability to purchase the Flat prior fifteen days written notice to the Developer and the Developer will return the same within three months from the date of such cancellation.
11. If the Purchaser/s fails to make payment of any of the aforesaid installments mentioned hereinabove written or any part thereof within the stipulated period mentioned hereunder written, in that event the purchaser will be liable to pay interest @2% per month on amounts of said installment and if the purchaser fails to pay the said installment fully within the One month from the date of that payment then the Developer shall have the right to cancel and /or rescind this agreement for sale as a whole and return the amount as actually paid by the such time deducting 10% (ten percent) therefrom by way of liquidated damages within three months from the date of such cancellation.
12. That the Purchasers will bear all cost and expenses for registering the Deed of Conveyance for the said Flat which will be prepared by Advocate of the Developer.
13. Any dispute or difference which may arise between the parties or his nominee or representatives, with regard to the construction, meaning and effect of this Agreement or any part thereof, or respecting the construction or any other matters relating to the construction shall be referred to Arbitration and the decision of the sole Arbitrator, if the parties in dispute so agree, otherwise to two or more arbitrators, according to parties of this agreement one to be nominated by each party or his representatives and in case of difference of opinion between them by the umpire selected by them at the commencement of the reference and this clause shall be deemed to be a submission within the meaning of the Arbitration and Conciliation Act, 1996, including its statutory modification and re-enactment.
14. If any extra work will be done by the Developer of the said Unit, in that event the purchaser will agree to bear and/or will pay the said extra work cost to the Developer after written consent and/or written letter by the purchaser to the Developer.



As Constituted Attorney of

1. Sarawati Devi Periwai
2. Sunita Periwai
3. Sunita Periwai
4. Kumar Periwai
5. Sunita Periwai

(Authorised Signatory of)

1. Jai Dinesh Exim (I) Pvt. Ltd
2. Jai Dinesh Exim (I) Pvt. Ltd

15. Force Majeure: The following shall be included in the reasons beyond the vendor control for giving possession of the said Flat to the Purchaser.

a) Storm, tempest, flood, earthquake and other Acts of God or Acts of Government, Statutory Body, etc.

b) Strike, riot, mob, order of injunction or otherwise restraining, development or construction at the said premises by the Court of Law, Tribunal or Statutory Body, scarcity or non availability of building materials equipments or labors, charges in law for the time being in force resulting in stoppage of construction at the said premises.

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

17. That if the purchaser wants to transfer the name then Rs.50/- per sq. ft shall be charged by the Developer.

18. That the agreement for sale has been in two copies (one original and one Xerox), the original copy for the purchaser and the Xerox copy for the Vendors and/or Developer.

### MAINTENANCE

#### Payment of Maintenance Charges :

Purchaser (S) shall pay, as and when demanded, the maintenance charges including security deposits for providing, maintaining and up – keeping the PROJECT and others deposits and charges for the various services therein, as may be determined by promoter or the Maintenance Agency / Society / Apex Society or Associated of Person or Condominium, appointed for this purpose, as the case may be. The appointment of the Maintenance Agency will be at the sole discretion of Promoter and Purchaser(s) shall abide by the decision of Promoter and effect the payment in accordance with the Agreement.

### MAINTENANCE AGREEMENT

a) Purchaser (s) hereby given their irrevocable consent to become member of said organization in accordance with the applicable acts, rules and bye laws and execute necessary documents as and when required. Purchaser (s) undertake/s to join the said Organization and pay any fees, charges thereof and complete such documentation and formalities as may be deemed necessary

As Constituted Attorney of  
 1. Sarinwall Devi Periwai  
 2. Sarinwall Periwai  
 3. Sarinwall Periwai  
 4. Sarinwall Periwai  
 5. Sarinwall Periwai  
 And as Authorised Signatory of  
 1. Art Reeves Exim (I) Pvt. Ltd  
 2. Land Tea Estate Pvt. Ltd

by promoter in its sole discretion for this purpose. Purchaser (s) , till completion and handover of PROJECT , authorized the Promoter to enter into a maintenance agreement with a Maintenance Agency or any other nominee / agency / association(s)/society or other body ( hereinafter referred to as the Maintenance Agency ) as may be appointed / nominated by promoter from time at its sole discretion for the maintenance and upkeep of the Complex / the said Buildings / the said Apartments and Purchaser(s) undertake/s to pay the maintenance charges as raised by the Maintenance Agency from the date of occupation / handover of the Apartment and use granted by the competent authority on pro – rata basis irrespective of whether Purchaser(s) is in occupation of the said Apartments or not and work is still going on in adjacent tower / building and infrastructure facilities including club etc. are not fully completed.

b) In order to secure due performance by purchaser (s) in prompt payment of the maintenance charges and other charges / deposits raised by the Maintenance Agency, purchaser (s) agree to deposit, as per this Agreement and to always keep deposited with promoter or the Maintenance Agency nominated by promoter, an Interest Bearing Maintenance Agency nominated by promoter, an Interest Bearing Maintenance Security (“IBMS”). (Non – refundable) at the rate of Rs. 1,00,000/- for one unit as per building plan , of the said Apartments carrying a simple yearly interest as per the applicable rates on fixed deposits accepted by the State Bank of India at the close of each financial year ending on 31<sup>st</sup> March.

c) In case of failure of Purchaser (s) to pay the maintenance charges or other charges on or before the due date , Purchaser (s) in addition to permitting promoter / Maintenance Agency to deny him /her / them the maintenance services , also authorized promoter / Maintenance agency to adjust in the first instance , the principal amount of the IBMS against such defaults. If due to such adjustments in the principal amount , the IBMS falls below the agreed sum of Rs. 1,00,000/- for one unit as per building Plan, of the said Apartments, then Purchaser (s) hereby undertake / s to make good the resultant shortfall within fifteen (15) days of demand by promoter / Maintenance Agency. Further, promoter / Maintenance Agency reserves the right to increase IBMS from time to time in keeping with the increase in the cost of maintenance services and purchaser (s) agrees to pay such increases within fifteen (15) days of demand by promoter / Maintenance Agency.

d) Purchaser (s) hereby authorized /s promoter to transfer to the Maintenance agency the IBMS, after adjusting there from any outstanding maintenance charges and /or other outgoings of purchaser(s) at any time before handing over possession of the said Apartments and thereupon promoter shall stand completely absolved / discharged and all clauses dealing / concerning the IBMS of the application , allotment, this Agreement as far as , they are applicable to promoter



As Constituted Attorney of  
 1. Saraswati Devi Perival  
 2. Sunita Perival  
 3. S. J. Perival  
 4. S. Kumar Perival  
 5. S. Perival  
 AND As Authorised Signatory of  
 1. Art Reeves Exim (I) Pvt. Ltd  
 2. Grand Tea Estate Pvt. Ltd

shall cease to be valid and effective. Further, purchaser(s) agree / s that the Maintenance Agency, upon transfer of the IBMS or in case if fresh IBMS is sought from purchaser (s) as stipulated hereinabove, shall have the sole right to modify / revise or any of the terms of the IBMS, tripartite maintenance agreement, including but not limited to the amount / rate of IBMS etc.

e) In addition, if deemed fit by the Maintenance Agency, a sinking fund may be created for replacement, refurbishing, major repairs of the plants and equipments etc., installed in the Complex or towards and unforeseen contingency in future and Purchaser (s) agree /s to pay towards such sinking fund in addition to the IBMS.

f) In addition to the IBMS, the maintenance and other charges will be paid for each calendar month of the year in advance before the 07<sup>th</sup> of first month of the year. Payment will be made to Maintenance Agency and in case of failure to make payment before the 07<sup>th</sup> of the each month to which they relate, Purchaser(s) shall be liable to pay the penal interest calculated @ 18% on the amount due and payable. If the penal interest as mentioned hereinabove is not paid within the time as may be mentioned in the demand letter then promoter / Maintenance Agency shall be entitled to restrict Purchaser (s) from the enjoyment of common facilities and amenities. Purchaser (s) hereby undertakes to comply with all the terms and conditions stipulated in the Maintenance Agreement.

#### **DELAY / FAILURE IN PAYMENT OF MAINTENANCE CHARGES:**

Purchaser (s) agree /s and understand/s that the right entrance to the said Apartment shall be subject to the payment of the maintenance charges and performance of all the covenants of these presents or as may be imposed by promoter or the Maintenance Agency appointed by promoter from time to time and promoter/ Maintenance Agency on its sole discretion can disconnect any or all the services and connections if maintenance and / or consumption / usage charges are not forthcoming subject to penal interests.

#### **INTERNAL MAINTENANCE**

The scavenging of Common Areas will be carried out by Promoter / Maintenance Agency but those inside the said Apartment will be carried out by purchaser (s) only.

As Constituted Attorney of  
 1. Seraswati Devi Periwai  
 2. Sunita Periwai  
 3. Manisha Periwai  
 4. Anurag Kumar Periwai  
 5. Anurag Periwai  
 AND As Authorised Signatory of  
 1. Ad Reeves Exim (I) Pvt. Ltd  
 2. China Tea Estate Pvt. Ltd

### **ADVANCE MAINTENANCE DEPOSITS:**

It is hereby expressly clarified, agreed and understood that the deposit towards expenses and outgoings shall be 12 months' non refundable provisional monthly contribution @ Rs. 1.50/- per Sq. Ft. The said amount shall be handed over to the Maintenance Agency /Society / Apex Society or Associated of person or Condominium as the case may be when formed. The expiry of first twelve months the rate of maintenance charges and procedure of payment will be decided by the promoter / Maintenance Agency.

### **BLOCKADE OR HINDRANCE TO COMMON PASSAGES, VERANDAH OR TERRACES:**

Purchaser (s) shall not use the said Apartment in the manner, so as to cause blockade or hindrance to common passages, veranda or terraces. No. common parts of the said Building will be used by Purchaser (s) for keeping /Chaining Pets / Animals, Dogs, Birds, or no storages of cycles motorcycles, waste/refuse, nor shall the common passages be blocked in any manner. If any of the dogs/pets dirty the Compound or Compound Areas of the complex, purchaser(s) will be solely responsible for cleaning the same and to ensure that pets are properly taken care of.

### **NUISANCE:**

Purchaser (s) shall not be allowed to do any activity, which may be objected by other residents, such as playing of high volume music, loudspeaker or any activity which spoils the decorum or decency or beauty of the Complex including defacing of common walls, lifts or throwing or dumping of refuse / garbage, which could be subject to fine or penalties as per the laws of the land, as applicable from time to time.

### **NO OBLIGATION :**

It is clearly agreed and understands by Purchaser(s) that it shall not be obligatory on the part of promoter to send reminders regarding the payments to be made by purchaser(s) as per the payment plan or obligations to be performed by purchaser(s) under the terms and conditions of this Agreement or any further documents signed by purchaser(s) with promoter.

The 50% of the Roof shall be built as Roof top Garden by the Promoter/Developer and also for common enjoyment and cloth hanging etc.

The balance 50% of the roof shall be the exclusive property of the Vendor/Promoter and all rights, title and interest will vest with them and they can transfer the same to any purchaser within the same Block.



## As Constituted Attorney of

1. Saraswati Devi Periwai
2. S. S. Periwai
3. S. S. Periwai
4. S. S. Periwai
5. S. S. Periwai

## And his Authorised Signatory of

1. Ait Reeves Exim (I) Pvt. Ltd
2. Ait Reeves Exim (I) Pvt. Ltd

During the construction of the proposed building, the purchaser shall not make any obstruction or hindrance in any manner whatsoever nor shall interfere in the affairs of construction, engagement of staff including mistries, supervisor, labour contractor etc. of the promoter as well as raising any dispute regarding the quality of building materials used in such construction.

In addition to the said consideration of the said flat and the Service Tax/GST, the purchaser shall also pay to the promoter, the cost and charges for providing any extra work or alternate work in or relating to the said Flat at the written request of the Purchaser and for providing any extra facility or utility in the said flat in excess of those mentioned in the specification in the Agreement and such cost and charges shall be paid by the Purchaser to the promoter before delivery of possession of the said Flat and car parking space as per the bill to be sent by the promoter to the purchaser at purchaser's address which will be confirmed before the extra work or the alternate work is commenced by the promoter by sending an estimate of such work including the labour, material used, wastage and 20% supervision charge, overhead and service tax above all.

Upon making the said Flat/Property complete in all respect as will be certified by the Architect/Engineer of the promoter which will be binding on the parties hereto, the promoter shall serve a written notice upon the Purchaser (hereinafter referred to as notice of possession) informing the completion of the said Flat/Property and calling upon him to take possession thereof within 15 days from the date of service of such written notice after making all the payments as per the agreement.

After service of notice of completion to the Purchaser of the said Flat/Property, the purchaser shall not raise any objection or claim regarding completion of the said Flat/Property as the said Flat shall for all purposes be deemed to have been completed as soon as the same has been internally completed with basic amenities like electricity, water and with reasonable egress and ingress to the said Flat through the common stair case.

As from the date of service of notice of possession irrespective of when the Purchaser takes physical possession of the said Flat/Property after fulfilling all his obligations and covenants hereinafter, the purchaser shall be liable to pay and bear the municipal taxes and all other outgoings in respect of the said Flat proportionately as would be imposed by the S.M.C. and other competent authority.

The Purchaser shall be liable to pay and bear such municipal rates and taxes and other outgoings irrespective of the fact whether the said Flat/Property is separately assessed to such rates and taxes or all the flats in the building are jointly assessed. So long the said Flat/Property is not separately assessed, the purchaser shall pay and bear such rates or municipal taxes proportionately with the other co-owners of the building and after such separate assessment of said Flat/Property, the purchaser shall pay such rates and taxes in respect of the said Flat/Property fully and for common areas proportionately with other co-owners.

As Constituted Attorney of

1. Sitansu Devi Periwai

2. Sitansu Devi Periwai

3. Sitansu Devi Periwai

4. Sitansu Devi Periwai

5. Sitansu Devi Periwai

Authorised Signatory of

1. Sitansu Devi Periwai (I) Pvt. Ltd

2. Sitansu Devi Periwai (II) Pvt. Ltd

In case the promoter is ready and willing to complete the transaction and has met all its obligations as mentioned hereinabove and the purchaser fails to pay the balance of the total consideration in terms of this agreement then and in such an event the promoter shall be entitled to :-

- a) terminate this Agreement and refund to the Purchaser the advance paid under hereinabove after deducting a sum of 10% (percent) of the set forth value only as predetermined liquidated damages. Such refund shall be a condition precedent to termination of this agreement and in the event of such termination all rights of the purchaser in respect of the said flat shall cease or
- b) enter into a fresh agreement for sale in respect of the said Flat/Property with any intending purchaser upon giving a notice to the purchaser to that effect and may thereafter refund the advance paid by the purchaser to the promoter after deducting a sum of Rs. 100 per Sq. Ft. only as predetermined liquidated damages.

In addition to the total consideration of the said Flat/Property and the Service Tax/GST, the purchaser shall also pay to the promoter all costs and charges and expenses for applying and getting separate electric meter from the W.B.S.E.D.C, Ltd. The promoter shall in no way be responsible if the supply of electricity is hindered and/or delayed due to the acts of the W.B.S.E.D.C, Ltd. and/or for reasons beyond its control.

As and from the date of one month after the service of the notice of possession in writing, the Purchaser shall be responsible to pay and bear and shall forthwith pay on demand to the promoter, the proportionate share of service charges for the maintenance and management of the common areas and facilities in the building to be determined by the promoter and shall pay such service charges month by month regularly to the Promoter until an Association of Flat Purchaser is formed and the management and maintenance of the common areas and facilities of the building including the said premises is not handed over to such Association by the promoter.

After an association is formed by all the Flat purchasers in the promoter's allocation and the owners in respect of the entire building and thereafter registered under the West Bengal Apartment Ownership Act, 1972 within a reasonable time, the promoter will hand over management of the common areas and facilities and fund to the said association.

Any delay tolerated or indulgence given by the promoter in enforcing the terms of this Agreement or any forbearance in giving time to the Purchaser/s by the promoter, shall not be construed as waiver on the part of the promoter of the promoter's rights and of any breach of noncompliance of any of the terms and conditions of this Agreement by the Purchaser nor the same shall in any manner prejudice the rights of the promoter.





As Constituted Attorney of

1. Sarawati Devi Parwal
2. Guneta Parwal
3. ... Parwal
4. ... Parwal
5. ... Parwal

And As Authorized Signatory of

1. Art Regyes Exim (I) Pvt. Ltd
2. Ultra Tea Estate Pvt. Ltd

### THIRD SCHEDULE ABOVE REFERRED TO:

The common areas and installations: Common to the Co – owner of the building.

1. Stair case on the floors.
2. Stair case landing on all floors.
3. Common passage and lobby on the Ground Floor excepting other allotted space.
4. Water pump, Water Tank, LIFT, Water Pipe and other common plumbing installations.
5. Electrical Wiring and fittings and fixtures for lighting the staircase, lobby and landings and electrical installation with main switches and meters and space required therefore.
6. GENERAL COMMON ELEMENTS of all appurtenances and facilities and other items which are not part of the SAID FLAT.
  - a) Exterior conducts utility lines Septic Tank / Tanks.
  - b) Public connection, meters, gas, electricity, telephone and water owned by public utility or other providing services and located outside the complex.
  - c) Exterior lighting and other facilities necessary to the upkeep and safety of the said building.
  - d) All elevations including shafts walls machine rooms.
  - e) All other facilities or elements or any improvement outside the building but upon the said building which is necessary for convenient to the existence management operation maintenance and safety of the building or normally in common use.
  - f) The foundation, fittings, columns, girders, beams, supports exterior walls, of the complex beyond the 'SAID FLAT' side or interior load bearing walls within the complex or concrete floor slab except the roof slab and all concrete ceilings and all stair cases in the said building.
  - g) Telephone and electrical systems contained within the said building.
  - h) Deep tube well for water supply.
  - i) The ultimate roof and /or terrace amounting to 50% will be kept the Developer and remaining 50% to be used by the other flat owners of the said building.
7. Amenities to be including in the said property are –
  - a) Squash Court, b) CCTV Surveillance System, c) Multipurpose Banquet Hall, d) Auto Car Washing Plant, e) Two Guest Rooms, f) Fire Fighting & Prevention System, g) Pneumatic pressure booster system, h) Health Club, i) Swimming Pool, and j) Table Tennis Board.



As Constituted Attorney of

1. Saraswati Devi Periwai
2. Sunita Periwai
3. Smita Periwai
4. Sunil Kumar Periwai
5. Naresh Periwai

AND As Authorised Signatory of

1. Ari Reeves Exim (I) Pvt. Ltd
2. Uma Tea Estate Pvt. Ltd

www.VITA-Consulting.com PVT. LTD.

#### **FOURTH SCHEDULE ABOVE REFERRED TO:**

1. The expenses of administration, maintenance, repair, replacement of the common parts and equipments and accessories, common area, and facilities including white washing, painting and decorating exterior portion of the said building, the boundary walls, entrance, the stair cases, the landing, the gutters, rainwater pipes, motors, pumps, water and gas pipe, electric wirings and installations, sewers, drains and all other common parts, fixtures fittings and equipments, in, under or upon the building enjoyed or used in common by the purchasers or other occupier thereof.
2. The cost of cleaning, maintaining and lighting the main entrances, passages, landings, stair cases and other parts of the building as enjoyed or used in common by the occupiers of the building.
3. Cost and charges of establishment reasonably required for the maintenance of the building and ward duty and other incidents costs.
4. The cost of decorating the exterior of the building.
5. The cost of repairing and maintenance of water pump, electrical installations and over lights and service charges supplies of common utilities.
6. Insurance premium, if any, for insuring the building against any damage due to earthquake, fire, lightening, civil commotion, etc.
7. Municipal taxes, multi-storied building tax, if any, and other similar taxes save those separately assessed on the respective flat.
8. Litigation expenses as may be necessary for protecting the right, title and possession of the land and the building.
9. Such other expenses as are necessary or incidental expenses for the maintenance, Govt. duties and up - keepment or the building as may be determined by the flat and /or Unit Owners Association.

#### **FIFTH SCHEDULE ABOVE REFERRED TO:**

Not to carry on or permit to be carried on upon the SAID FLAT and other space or any thereof any offensive or unlawful business whatsoever not to do or permit to be done anything in the said unit which may be illegal or forbidden under any law for the time being in force.

For the Not to do or permit to be done any act, deed or thing which may render void or voidable any insurance of any FLAT/FLATS or any part thereof or cause any increased premium to be payable in respect thereof.

As Constituted Attorney of  
 1. Saraswati Devi Periwai  
 2. Smita Periwai  
 3. S. S. Periwai  
 4. S. S. Kumar Periwai  
 5. Mahesh Periwai  
 AND As Authorised Signatory  
 1. Ait Reeves Exim (I) Pvt. Lt  
 2. Uma Tea Estate Pvt. Ltd

Not to claim, division or partition of the said land and /or the common.

Not to decorate the exterior of the said FLAT/FLATS which may be harmful for the FLAT/STRUCTURE of the Building.

Not to throw or accumulate any dirt, rubbish or other refuse or Permit the same to be thrown or accumulated in the said FLAT or any portion of the building.

#### SPECIFICATION OF WORK

|            |   |   |
|------------|---|---|
| STRUCTURE  | : | Seismic resistant R.C.C. framed Structure as per ISI Code.  |
| FLOORING   | : | Vitrified Tiles in Room, Drawing, Dinning, Balconies & Anti Skid Tiles/Marble in the Toilets.   |
| KITCHEN    | : | Anti Skid Tiles/Marble in the Kitchen.  |
| DOORS      | : | Flush Door with main door of extra thickness and fully furnished on the front side.   |
| PAINTING   | : | Weather Coat Paint in Exterior.   |
| WINDOWS    | : | White UPVC windows.   |
| TOILETS    | : | Anti skid ceramic Tiles/vitrified title C. P. fitting of Grohe/Jaguar. Sanitary wares of Hindware/Cera. Gysr point in all bathrooms. Ceramic tiles upto door heights. |
| ELECTRICAL | : | Insulated Copper Wiring with Switches, circuit with MCBs' of approved make.   |
| WATER      | : | Water supply from deep boring and Corporation water.  |



As Constituted Attorney of

1. Saraswati Devi Periwai
2. Sunita Periwai
3. Smita Periwai
4. S. Anil Kumar Periwai
5. Nareesh Periwai

AND As Authorised Signatory of

1. Art Reeves Exim (I) Pvt. Ltd
2. Uma Tea Estate Pvt. Ltd

IN WITNESS WHEREOF THE DEVELOPER AND PURCHASER/S, have set and subscribed their respective hands on this AGREEMENT FOR SALE on this the day month & year first above written.

WITNESSES :

1.

\_\_\_\_\_  
SIGNATURE OF THE DEVELOPER

\_\_\_\_\_  
SIGNATURE OF PURCHASER/S

2.

Drafted by me and Printed in  
my office :-

*Dewanshu Dev Tiwary*  
DEWANSHU DEV TIWARY  
Advocate, Siliguri  
Enrol. F/279/229 of 2014