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**AGREEMENT OF SALE**

**THIS AGREEMENT IS MADE ON THIS THE \_\_\_\_\_ DAY OF  
\_\_\_\_\_ 2024.**

**BETWEEN**

(1) **SRI CHIRAG BINDAL**, son of Sri Rajesh Bindal, (**PAN: DXQPB1956J**), (**Aadhar No. ....**), Hindu by Religion, an Indian Citizen, Business by Occupation, Resident of Madhuban Apartment, Block-B, Flat No.A2, Akshaytara Lane, P.O Sevoke Road, P.S.- Bhaktinagar, District Jalpaiguri, (2) **SRI ATUL BINDAL**, son of Sri Naresh Agarwal, (**PAN: DEXPB2657N**), (**Aadhar No. 8071 5347 8232**), Hindu by Religion, an Indian Citizen, Business by Occupation, Resident of Kalyani Apartment, Guru Nanak Sarani, Punjabi Para, P.O & P.S Siliguri, District – Darjeeling, (3) **SRI ARYAN BINDAL**, son of Sri Anil Bindal, (**PAN: FDSPB2241G**), (**Aadhar No. ....**), Hindu by Religion, an Indian Citizen, Business by Occupation, Resident of Sharda Apartment, Guru Nanak Sarani, Punjabi Para, P.O & P.S Siliguri, District – Darjeeling, (4) **SRI RITIK BINDAL**, son of Sri Manoj Bindal, (**PAN: DZIPB2849L**), (**Aadhar No. ....**), Hindu by Religion, an Indian Citizen, Business by Occupation, Resident of Sharda Apartment, Guru Nanak Sarani, Punjabi Para, P.O & P.S Siliguri, District – Darjeeling (5) **SMT MEENAKSHI AGARWAL**, wife of Sri Parveen Bindal Agarwal, (**PAN: ACSPA4636J**), (**Aadhar No. ....**), Hindu by Religion, an Indian Citizen, Housewife by Occupation, (6) **SRI NARESH KUMAR AGARWAL**, son of Late Kishori Lal Agarwal, (**PAN: ACHPA4969P**), (**Aadhar No. ....**), Hindu by Religion, an Indian Citizen, Business by Occupation, (7) **SRI OM PRAKASH AGARWAL**, Son of late Brij Lal Agarwal, (**PAN: ADFPA3665D**), (**Aadhar No. ....**), Hindu by Religion, An Indian Citizen, Business by Occupation, No. 5, 6 & 7 are Residents of Care of India Traders, Sevoke Road, Siliguri Town, P.O & P.S Siliguri, District – Darjeeling, (8) **SMT ANITA BINDAL**, wife of Sri Rajesh Bindal, (**PAN: AEHPB5684A**), (**Aadhar No. ....**), Hindu by Religion, an Indian Citizen, Business by Occupation, Resident of Madhuban Apartment, Block-B, Flat No.A2, P.O Sevoke Road, P.S.- Bhaktinagar, District Jalpaiguri , ---Here-in-after collectively called as the **VENDORS/FIRST PARTY**”, (which expression shall unless repugnant to the context or meaning thereof, be deemed to include their respective legal heirs, representatives, executors and administrators,) of the **“FIRST PART”**.

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AND

**HARISH ESTATES**, a Partnership Firm (**PAN: AAOFH9644K**), having its registered office at Sevoke Road, Post office and Police Station – Siliguri, District – Darjeeling, Pin -734001, in the State of West Bengal. The Partnership firm is being represented by one of its partners, **SRI AMAN AGARWAL**, son of Sri Harish Kumar Agarwal, Hindu by Faith, Indian by Nationality, Business by Occupation, Resident of Sevoke Road, P.O. & P.S. Siliguri, District Darjeeling, in the State of West Bengal --- hereinafter called the "**DEVELOPER/ SECOND PARTY**" (which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include the partners and partner for the time being of the said firm, the survivor or survivors of them and their partners, heirs, executors and administrator of the last surviving partner and his/her/their assigns) of the "**SECOND PART**".

AND

....., (**PAN:- .....**), (**Aadhar No. ....**), Son/wife of ....., Hindu by Religion, Indian by Nationality, ..... by Occupation, Residing at .....  
....., P.S. ...., District – ....., in the State of West Bengal --- hereinafter called the "**PURCHASER/ALLOTTEE**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her/their heirs, executors, administrators, successors-in-interest & permitted assignees) of the "**THIRD PART**".

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

**WHEREAS:**

**A.**

WHEREAS the Vendor No.1 to 4, **SRI CHIRAG BINDAL, SRI ATUL BINDAL, SRI ARYAN BINDAL AND SRI RITIK BINDAL** are the absolute and exclusive owners in possession of a piece of land measuring 0.525 Acre, executed by Sri Chetan Mittal, son of Sri Nagar Mal Mittal, by virtue of two separate registered transfer deed, both dated 09.10.2021, being Sale Deeds Nos. I - 7979 and I- 7980 for the year of 2021 registered before the office of the Additional District Sub Registrar Bhaktinagar, District Jalpaiguri both for the year of 2021 and said area of land is in their khas, actual and physical possession since the date of said purchase having permanent, heritable and transferable right, title and interest therein.

**AND WHEREAS** the Vendor No. 5 to 7 **SMT MEENAKSHI AGARWAL, SRI NARESH KUMAR AGARWAL AND SRI OM PRAKASH AGARWAL** are the absolute and exclusive owners in possession of a piece of land measuring 0.452 acre executed by M/s. Sharda Construction, a Partnership Firm, by virtue of a registered transfer deed being Sale Deed No. I -75 for the year of 2005 registered before the office of the District Sub Registrar Jalpaiguri, in the District of Jalpaiguri and said area of land is in their khas, actual and physical possession since the date of said purchase having permanent, heritable and transferable right, title and interest therein.

**AND WHEREAS** the Vendor No. 5 to 7 **SMT MEENAKSHI AGARWAL, SRI NARESH KUMAR AGARWAL AND SRI OM PRAKASH AGARWAL** are the absolute and exclusive owners in possession of a piece of undivided land measuring 0.2307 acre executed by Smt. Bharati Roy and others ,by virtue of three Separate registered transfer deeds all dated 28.08.2012 being Sale Deed Nos. I-7060, I- 7061 and I -7062 for the year of 2012 registered before the office of the Additional District Sub Registrar Rajganj, in the District of Jalpaiguri

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and said area of land is in their khas, actual and physical possession since the date of said purchase having permanent, heritable and transferable right, title and interest therein.

**AND WHEREAS** the Vendor No. 8 Smt. Anita Bindal had received by the way of Gift a piece of land measuring 0.525 Acre executed by Sri Rajesh Kumar Agarwal, son of Sri Gulzari Lal Agarwal @ Gulzari Mal Agarwal, by virtue of two separate registered Deed of Gifts both dated 09.10.2021, being Sale Deeds Nos. I-7974 and I-7981 for the year of 2021 registered before the office of the Additional District Sub Registrar Bhaktinagar, District Jalpaiguri both for the year of 2021 and said area of land is in their khas, actual and physical possession since the date of said purchase having permanent, heritable and transferable right, title and interest therein.

**WHEREAS** the Vendors have decided finally and firmly to develop their said area of land measuring 1.40 acre which is situated in a complete block as fully and clearly mentioned in the schedule "A" here-in-below (Hereinafter referred to as the "said plot of land" for the sake of brevity) with the help of a renowned builder for their common interest and benefit and therefore, the first parties/land owners circulated their desire in the market through their common friend, relative and well wishers and the second party has accepted said offer of the first parties/land owners after several meetings and discussion as per their settled conditions.

**AND WHEREAS** the Vendors had entered into a Development Agreement dated 25.05.2023, with the Developer, **HARISH ESTATES**, a Partnership Firm, being Document No. I - 4163 for the year 2023 and the same was registered in the office of the Additional District Sub Registrar Bhaktinagar, District - Jalpaiguri.

**B.** The said land is earmarked for the purpose of building of multistoried commercial building and the said project shall be known as "**BINDAL TOWER**".

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**C.** The Vendors/Developer are fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Vendors/Developer regarding the said land on which Project is to be constructed have been completed.

**D.** The **Dabgram-II Gram Panchayat** had granted the commencement certificate to construct the Project vide approval plan bearing Plan Serial No. 4993, dated 28.12.2022.

**E.** The Vendors/Developer has obtained the final layout plan approvals for the project from **Dabgram-II Gram Panchayat**. The Vendors/Developer agrees and undertakes that they shall not make any changes to these layout plans except in strict compliance with Section 14 of The Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as “**the Act**”) and other laws as applicable.

**F.** The Vendors/Developer shall register the Project under the provisions of the Act with the Real Estate Regulatory Authority.

**G.** The Allottee(s) had applied for a Commercial Space in the Project and has been allotted a Commercial Space, being Commercial Space No. .... having RERA carpet area measuring ..... square feet, on ..... Floor ("Building") as permissible under the applicable law (hereinafter referred to as the “Commercial Space” more particularly described in Schedule B and the floor plan of the Commercial Space is annexed hereto and marked as Schedule D).

**H.** The Parties have gone through all the terms & conditions set out in this Agreement and understood the mutual rights and obligations detailed herein.

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**I.** 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.

**J.** 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.

**K.** In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Vendors/Developer hereby agrees to sell and the Allottee(s) /Purchaser(s) hereby agrees to purchase the Commercial Space as specified in paragraph G or Schedule 'B' Property.

**NOW THEREFORE, in consideration of the mutual representations, covenants, assurances, promises and agreements contained herein and other good and valuable consideration, the Parties agree as follows:**

**1. TERMS:**

Subject to the terms and conditions as detailed in this Agreement, the Vendors/Developer hereby agrees to sell to the Allottee(s) and the Allottee(s) hereby agrees to purchase the Commercial Space as specified in paragraph G;

The Total Price for the Commercial Space based on the RERA carpet area is Rs. ..../- (Rupees ..... Only) ("Total Price") including GST.

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Commercial Space No.	Rate of Commercial Space per square feet
Type: Commercial Floor:	

That all Registration Expenses, GST or any other taxes by the authority shall be paid by the Allottees separately.

**1. Explanation:**

1.1 The Total Price above includes the booking amount paid by the Allottee(s) to the Vendors/Developer towards the Commercial Space;

1.2 The Total Price above excludes Taxes (consisting of panchayat tax and Khajna paid or payable by the Vendors/Developer in connection with the construction of the Project payable by the Vendors/Developer) up to the date of handing over the possession of the Commercial Space.

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

1.3 The Vendors/Developer shall periodically intimate to the Allottee(s), the amount payable as stated in (1.1) above and the Allottee(s) shall make payment within 30 (thirty) days from the date of such written intimation. In addition, the Vendors/Developer shall provide to the Allottee(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;



1.4 The Total price of Commercial Space includes the Commercial Space as provided in this Agreement.

The Total Price is escalation free, save and except increases which the Allottee(s) hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority, from time to time. The Vendors/Developer undertakes and agrees that while raising a demand on the Allottee(s) for increase in development charges, cost/charges imposed by the competent authorities, the Vendors/Developer shall enclose the said notification/ order/ rules/ regulations to that effect along with the demand letter being issued to the Allottee(s), which shall only be applicable on subsequent payments.

1.5 The Allottee(s) shall make the payment as per the payment plan set out in Schedule 'C' ("Payment Plan"). It is agreed that the Vendors/Developer shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described therein in respect of the Commercial Space, without the previous written consent of the Allottee(s). Provided that the Vendors/Developer may make such minor additions or alterations as may be required by the Allottee(s), or such minor changes or alterations as per the provisions of the Act.

The Vendors/Developer shall confirm the final carpet area that has been allotted to the Allottee(s) after the construction of the Building is complete and the Occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Vendors/Developer. If there is any reduction in the carpet area within the defined limit then Vendors/Developer shall refund the excess money paid by Allottee(s) within forty-five days

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with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee(s). If there is any increase in the carpet area allotted to Allottee(s), the Vendors/Developer shall demand that from the Allottee(s) as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square feet as agreed in Clause 1.2 of this Agreement.

1.6 Subject to Clause 9.3 the Vendors/Developer agrees and acknowledges, the Allottee(s) shall have the right to the Commercial Space as mentioned below:

(i) The Allottee(s) shall have exclusive ownership of the Commercial Space.

(ii) That the computation of the price of the Commercial Space includes recovery of price of land, construction of not only the Commercial Space but also the internal development charges, external development charges, taxes, cost of providing electric wiring, fire detection and firefighting equipment etc. and includes cost for providing all other facilities, as provided within the Project.

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

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It is understood by the Allottee(s) that all other area and i.e., areas and facilities falling outside the Project, namely “**BINDAL TOWER**” shall not form a part of the declaration to be filed with the Competent Authority in accordance with the West Bengal Apartment Ownership Act, 1972.

The Vendors/Developer agrees to pay all outgoings before transferring the physical possession of the Commercial Space to the Allottee(s), which it has collected from the Allottee(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, banks and financial institutions, which are related to the project). If the Vendors/Developer fails to pay all or any of the outgoings collected by it from the Allottee(s) or any liability, mortgage loan and interest thereon before transferring the Commercial Space to the Allottee(s), the Vendor/Developer agrees to be liable, even after the transfer of the property, to pay such outgoings 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.

The Allottee(s) has paid a sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) as booking amount being part payment towards the Total Price of the Commercial Space at the time of application the receipt of which the Vendors/Developer hereby acknowledges and the Allottee(s) hereby agrees to pay the remaining price of the Commercial Space as prescribed in the Payment Plan as may be demanded by the Vendors/Developer within the time and in the manner specified therein:

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Provided that if the Allottee(s) delays in payment towards any amount for which is payable, he/she/they shall be liable to pay interest at the rate specified in the Rules.

## **2. MODE OF PAYMENT**

Subject to the terms of the Agreement and the Vendors/Developer abiding by the construction milestones, the Allottee(s) shall make all payments, on demand by the Vendors/Developer, within the stipulated time as mentioned in the Payment Plan through A/c Payee cheque/demand draft or online payment (as applicable) in favour of **HARISH ESTATES** payable at Siliguri, West Bengal.

## **3. COMPLIANCE OF LAWS RELATING TO REMITTANCES**

The Allottee(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 and Rules and Regulations made there under or any statutory amendment(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/Developer with such permission, approvals which would enable the Vendors/Developer to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee(s) understands and agrees that in the event of any failure on his/her/their part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she/they shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

The Vendor/Developer accepts no responsibility in this regard. The Allottee(s) shall keep the Vendor/Developer fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee(s) subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee(s) to intimate the same in writing to the Vendor/Developer immediately and comply with necessary formalities if any under the applicable laws. The Vendors/Developer shall not be responsible towards any Third party making payment/remittances on behalf of any Allottee(s) and such third party shall not have any right in the application/allotment of the said Commercial Space applied for herein in anyway and the Vendors/Developer shall be issuing the payment receipts in favour of the Allottee(s) only.

#### **4. ADJUSTMENT/APPROPRIATION OF PAYMENTS**

The Allottee(s) authorizes the Vendor/Developer to adjust/appropriate all payments made by him/her/their under any head(s) of dues against lawful outstanding, if any, in his/her/their name as the Vendors/Developer may in its sole discretion deem fit and the Allottee(s) undertakes not to object/demand/direct the Vendors/Developer to adjust his/her/their payments in any manner.

#### **5. TIME IS ESSENCE**

Time is of essence for the Vendors/Developer as well as the Allottee(s). The Vendors/Developer shall abide by the time schedule for completing the project and handing over the Commercial Space to the Allottee(s) and the common areas to the association of the Allottee(s) after receiving the occupancy certificate or the completion certificate or both, as the case may be.

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Similarly, the Allottee(s) shall make timely payments of the instalment and other dues payable by him/her/ them and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Vendors/Developer as provided in Schedule 'C' ("Payment Plan").

## **6. CONSTRUCTION OF THE PROJECT/COMMERCIAL SPACE**

The Allottee(s) has seen the specifications of the Commercial Space and accepted the Payment Plan, floor plans, layout plan (annexed along with the Agreement) which has been approved by the competent authority, as represented by the Vendors/Developer. The Vendor/Developer shall develop the Project in accordance with the said layout plans, floor plans and specifications. Subject to the terms in this Agreement, the Vendors/Developer 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 appropriate authorities and shall not have an option to make any variation /alteration /modification in such plans, other than in the manner provided under the Act, and breach of this term by the Vendors/Developer shall constitute a material breach of the Agreement.

## **7. POSSESSION OF THE COMMERCIAL SPACE**

**7.1 Schedule for possession of the Commercial Space:** The Vendors/Developer agrees and understands that timely delivery of possession of the Commercial Space is the essence of the

Agreement. The Vendor/Developer, based on the approved plans and specifications, assures to hand over possession of the Commercial Space by ..... 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 then the Allottee(s) agrees that the Vendor/Developer shall be entitled to the extension of time for delivery of possession of the Commercial Space, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee(s) agrees and confirms that, in the event it becomes impossible for the Vendor/Developer to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Vendor/Developer shall refund to the Allottee(s) the entire amount received by the Vendor/Developer from the allotment within 45 days from that date. After refund of the money paid by the Allottee(s), Allottee(s) agrees that he/ she/ they shall not have any rights, claims etc. against the Vendor/Developer and that the Vendor/Developer shall be released and discharged from all their obligations and liabilities under this Agreement.

**7.2 Procedure for taking possession:** The Vendor/Developer, upon obtaining the occupancy Certificate from the competent authority shall offer in writing the possession of the Commercial Space, to the Allottee(s) in terms of this Agreement to be taken within 3 (three) months from the date of issue of such notice and the Vendor/Developer shall give possession of the Commercial Space to the Allottee(s). The Vendor/Developer agrees and undertakes to indemnify the Allottee(s) in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Vendor/ Developer. The Allottee(s) agree(s) to pay the maintenance charges as determined by the Vendor/ Developer/Association of Allottee(s), as the case may be. The Vendor/Developer on their behalf shall offer the possession to the Allottee(s) in writing within 30 days of receiving the occupancy Certificate of the Project.

**7.3 Failure of Allottee(s) to take Possession of Commercial Space:** Upon receiving a written intimation from the Vendor/Developer as per clause 7.2, the Allottee(s) shall take possession of the Commercial Space from the Vendor/Developer by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Vendor/Developer shall give possession of the Commercial Space to the Allottee(s). In case the Allottee(s) fails to take possession within the time provided in clause 7.2, such Allottee(s) shall continue to be liable to pay maintenance charges as applicable.

**7.4 Possession by the Allottee(s):** After obtaining the Occupancy Certificate and handing over physical possession of the Commercial Space to the Allottees, it shall be the responsibility of the Vendor/Developer to hand over the necessary documents and plans, including common areas, to the association of the Allottees or the competent authority, as the case may be, as per the local laws.

**7.5 Cancellation by Allottee(s):** The Allottee(s) shall have the right to cancel/withdraw his/her/their allotment in the Project as provided in the Act:

Provided that where the Allottee(s) proposes to cancel/withdraw from the project without any fault of the Vendor/Developer, the Vendor/Developer herein are entitled to forfeit the booking amount paid for the allotment. The balance amount of money paid by the Allottee(s) shall be returned by the Vendor/Developer within 45 days of such cancellation.

**7.6 Compensation:** The Vendor/Developer shall compensate the Allottee in case of any loss caused to him/her/them 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



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compensation under this section 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 Vendor/Developer fails to complete or is unable to give possession of the Commercial Space (i) in accordance with the terms of this Agreement, duly completed by the date specified herein; or (ii) due to discontinuance of their business as a Developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Vendor/Developer shall be liable, on demand to the Allottee(s), in case the Allottee(s) wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him/her/them in respect of the Commercial Space with interest at the rate specified in the Rules within 45 days including compensation in the manner as provided under the Act.

Provided that where if the Allottee(s) does not intend to withdraw from the Project, the Vendor/Developer shall pay the Allottee(s) interest at the rate specified in the Rules for every month of delay, till the handing over of the possession of the Commercial Space.

#### **8. REPRESENTATIONS AND WARRANTIES OF THE VENDOR/DEVELOPER:**

The Vendor/Developer hereby represent and warrant to the Allottee(s) as follows:

8.1 The Vendor/Developer has absolute, clear and marketable title with respect to the said Land; the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;

8.2 The Vendor/Developer has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;

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

8.4 There are no litigations pending before any Court of law with respect to the said Land, Project or the Commercial Space;

8.5 All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Commercial Space are valid and subsisting and have been obtained by following due process of law. Further, the Vendor/Developer 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 Commercial Space and common areas;

8.6 The Vendor/Developer has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee(s) created herein, may prejudicially be affected;

8.7 The Vendor/Developer has not entered into any agreement for sale and/or development agreement or any other agreement/ arrangement with any person or party with respect to the said Land, including the Project and the said Commercial Space which will, in any manner, affect the rights of Allottee(s) under this Agreement;

8.8 The Vendor/Developer confirms that the Vendor/Developer is not restricted in any manner whatsoever from selling the said Commercial Space to the Allottee(s) in the manner contemplated in this Agreement;

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8.9 At the time of execution of the conveyance deed the Vendor/Developer shall handover lawful, vacant, peaceful, physical possession of the Commercial Space to the Allottee(s) and the common areas to the Association of the Allottees;

8.10 The Schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Schedule Property,

8.11 The Vendor/Developer has 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;

8.12 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 Vendor/Developer in respect of the said Land and/ or the Project;

8.13 That the property is not Waqf property.

## **9. EVENTS OF DEFAULTS AND CONSEQUENCES**

Subject to the Force Majeure clause, the Vendor/Developer shall be considered under a condition of Default, in the following events:

9.1 Vendor/Developer fails to provide ready to move in possession of the Commercial Space to the Allottee(s) within the time period specified. For the purpose of this clause, 'ready to move

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in possession' shall mean that the Commercial Space shall be in a habitable condition which is complete in all respects;

9.2 Discontinuance of the Vendor's/Developer's business as a Vendor/Developer of this Project on account of suspension or revocation of its registration under the provisions of the Act or the rules or regulations made thereunder;

9.3 In case of Default by Vendor/Developer under the conditions listed above, Allottee(s) is entitled to following:

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

(ii) The Allottee(s) shall have the option of terminating the Agreement in which case the Vendor/Developer shall be liable to refund the entire money paid by the Allottee(s) under any head whatsoever towards the purchase of the Commercial Space, along with interest at the rate specified in the Rules within forty-five days of receiving the termination notice;

Provided that where an Allottee(s) does not intend to withdraw from the project or terminate the Agreement, he/she/they shall be paid, by the Vendor/Developer, interest at the rate specified in the Rules, for every month of delay till the handing over of the possession of the Commercial Space;

9.4 The Allottee(s) shall be considered under a condition of Default, on the occurrence of the following events:

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(i) In case the Allottee(s) fails to make payments for 30 Consecutive days after the demands have been made by the Vendor/Developer as per the Payment Plan annexed hereto, despite having been issued notice in that regard the Allottee(s) shall be liable to pay interest to the Vendor/Developer on the unpaid amount at the rate specified in the Rules.

(ii) In case of Default by Allottee(s) under the condition listed above continues for a period beyond 2 (two) consecutive months after notice from the Vendor/Developer in this regard, the Vendor/Developer shall cancel the allotment of the Commercial Space in favour of the Allottee(s) and refund the amount money paid to it by the Allottee(s) by deducting the booking amount and the interest liabilities and this agreement shall there upon stand terminated.

#### **10. CONVEYANCE OF THE SAID COMMERCIAL SPACE**

The Vendor/Developer, on receipt of complete amount of the Price of the Commercial Space under the Agreement from the Allottee(s), shall execute a conveyance deed and convey the title of the Commercial Space within 3 months from the issuance of the occupancy Certificate.

However, in case the Allottee(s) fails to deposit the stamp duty, registration charges and all other incidental and legal expenses etc. so demanded within the period mentioned in the demand letter, the Allottee(s) authorizes the Vendor/Developer to withhold registration of the conveyance deed in his/her favour till full and final settlement of all dues and stamp duty and registration charges to the Vendor/Developer is made by the Allottee(s). The Allottee(s) shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899 including any actions taken or deficiencies/penalties imposed by the competent authority(ies).

#### **11. MAINTENANCE OF THE SAID BUILDING/COMMERCIAL SPACE/PROJECT**

The Vendor/Developer shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the association of the Allottee(s).

The Allottee(s) shall be liable to pay proportionate cost of the generator, fire fighting equipment and electric transformer to the Vendor/Developer. That the Vendor/Developer shall provide Electric Transformer in the Complex and the Allottee(s) shall obtain his individual Electric connection by depositing the required Security Deposit.

## **12. DEFECT LIABILITY**

(i) It is agreed that in case any structural defect or any other defect in workman ship, quality or provision of services or any other obligations of the Vendor/Developer as per the agreement for sale relating to such development is brought to the notice of the Vendor/Developer within a period of 5 (five) years by the Allottee(s) from the date of handing over possession, it shall be the duty of the Vendor/Developer to rectify such defects without further charge, within 30 (thirty) days, and in the event of Vendor's/Developer's failure to rectify such defects within such time, the aggrieved Allottee(s) shall be entitled to receive appropriate compensation in the manner as provided under the Act.

(ii) It is clarified that the Promoter shall not be liable for any such defects if the same have been caused by reason of the default and/or negligence of the Allottee(s) and/or any other Allottee(s) in the Real Estate Project or acts of third party(ies) or on account of any force majeure events including on account of any repairs / redecoration / any other work undertaken by the Allottee and/or any other Allottee(s)/person in the Real Estate Project and/or the Whole Project and/or the Larger Property. The Allottee is/are aware that the Said Tower/Building is a monolithic structure and any change(s), alteration(s) including breaking of walls or any

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structural members or the construction of any new wall or structural member may adversely impact the Said Tower/Building at various places or in its entirety and hence any change(s) or alteration(s) as mentioned hereinabove will result in immediate ceasing of the Promoter's obligation to rectify any defect(s) or compensate for the same as mentioned in this Clause and the Allottee and/or the association of Allottee(s) shall have no claim(s) of whatsoever nature against the Promoter in this regard.

### **13. RIGHT OF ALLOTTEE(S) TO USE FACILITIES SUBJECT TO PAYMENT OF TOTAL MAINTENANCE CHARGES**

The Allottee(s) hereby agrees to purchase the Commercial Space on the specific understanding that his/ her/their right to the use of Common Areas shall be subject to timely payment of total maintenance charges, as determined and thereafter billed by the maintenance agency appointed or the association of Allottee(s) (or the maintenance agency appointed by it) and performance by the Allottee(s) of all his/her obligations in respect of the terms and conditions specified by the maintenance agency or the association of Allottee(s) from time to time.

### **14. RIGHT TO ENTER THE COMMERCIAL SPACE FOR REPAIRS**

The Vendor/Developer/Maintenance agency/association of Allottee(s) shall have rights of unrestricted access of all Common Areas for providing necessary maintenance services and the Allottee(s) agrees to permit the association of Allottee(s) and/or maintenance agency to enter into the Commercial Space or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

### **15. USAGE**

**Use of Service Areas:** The service areas, if any, as located within the "**BINDAL TOWER**" shall be earmarked for purposes such 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 Allottee(s) shall not be permitted to use the services areas and the basements in any manner whatsoever and the same shall be reserved for use by the association of Allottee(s) formed by the Allottee(s) for rendering maintenance services.

#### **16. GENERAL COMPLIANCE WITH RESPECT TO THE COMMERCIAL SPACE**

Subject to Clause 12 above, the Allottee(s) shall, after taking possession, be solely responsible to maintain the said Commercial Space at his/her/their own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Commercial Space, 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 Commercial Space and keep the Commercial Space 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.

The Allottee(s) further undertakes, assures and guarantees that he/she/they would not put any sign-board/ name-plate, neon light, publicity material or advertisement material etc. on the face/facade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottee(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 Allottee(s) shall not store any hazardous or combustible goods in the Commercial Space or place any heavy material in the common passages or staircase of the Building. The Allottee(s) shall also not remove any wall, including the outer and load bearing



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wall of the Commercial Space. The Allottee(s) shall plan and distribute its electrical load in conformity with the electrical systems installed by the Vendor/Developer and thereafter the association of Allottee(s) and/or maintenance agency appointed by association of Allottee(s). The Allottee(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 ALLOTTEE(S)**

The Allottee(s) is entering into this Agreement for the allotment of Commercial Space with the full knowledge of all laws, rules, regulations, notifications applicable to the Project in general and this Project in particular. That the Allottee(s) hereby undertakes that he/she/they shall comply with and carry out, from time to time after he/she/they has taken over for occupation and use the said Commercial Space, all the requirements, requisitions, demands and repairs which are required by any competent Authority in respect of the Commercial Space at his/her/their own cost.

#### **18. ADDITIONAL CONSTRUCTIONS**

The Vendor/Developer undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the building plan has been approved by the competent authority(ies) except for as provided in the Act.

#### **19. VENDOR/DEVELOPER SHALL NOT MORTGAGE OR CREATE CHARGE**

After the Vendor/Developer executes this Agreement it shall not mortgage or create a charge on the Commercial Space 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 Allottee(s) who has taken or agreed to take such Commercial Space.

## **20. APARTMENT OWNERSHIP ACT**

The Vendor/Developer has assured the Allottee(s) that the project in its entirety is in accordance with the provisions of the West Bengal Apartment Ownership Act, 1972. The Vendor/ Developer showing compliance of various laws/regulations as applicable in the State of West Bengal.

## **21. BINDING EFFECT**

Forwarding this Agreement to the Allottee(s) by the Vendor/Developer does not create a binding obligation on the part of the Vendor/Developer or the Allottee(s) until, firstly, the Allottee(s) signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (Thirty) days from the date of receipt by the Allottee(s) and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Vendor/Developer. If the Allottee(s) fails to execute and deliver to the Vendor/Developer this Agreement within 30 (Thirty) days from the date of its receipt by the Allottee(s) and/or appear before the Registrar/Sub-Registrar/ registrar of Assurance for its registration as and when intimated by the Vendor/Developer, then the Vendor/Developer shall serve a notice to the Allottee(s) for rectifying the default, which if not rectified within 30 (Thirty) days from the date of its receipt by the Allottee, application of the Allottee(s) shall be treated as cancelled and all sums deposited by the Allottee(s) in connection

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therewith including the booking amount shall be returned to the Allottee(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 Commercial Space.

## **23. RIGHT TO AMEND**

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

## **24. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE(S)/ SUBSEQUENT ALLOTTEE(S)**

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising here under in respect of the Project shall equally be applicable to and enforceable against any subsequent Allottee(s) of the Commercial Space, in case of a transfer, as the said obligations go along with the Commercial Space for all intents and purposes.

## **25. WAIVER NOT A LIMITATION OF ENFORCE**

The Vendor/Developer may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee(s) in not making payments as per the Payment Plan including waiving the payment of interest for delayed payment. It is made

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clear and so agreed by the Allottee(s) that exercise of discretion by the Vendor/Developer in the case of one Allottee shall not be construed to be a precedent and/or binding on the Vendor/Developer to exercise such discretion in the case of other Allottee(s).

Failure on the part of the Vendor/Developer 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 there under or the applicable law, as the case maybe, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

## **27. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT**

Whenever in this Agreement it is stipulated that the Allottee(s) has to make any payment, in common with other Allottee(s) in Project, the same shall be the proportion which the carpet area of the Commercial Space bears to the total carpet area of all the Commercial Space in the Project.

## **28. FURTHER ASSURANCES**

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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 here under or pursuant to any such transaction.

### **29. PLACE OF EXECUTION**

The execution of this Agreement shall be complete only upon its execution by the Vendor/ Developer through its authorized signatory at the Vendor's/Developer's Office, and after the Agreement is duly executed by the Allottee(s) and the Vendor/Developer or simultaneously with the execution of the said Agreement shall be registered at the office of Sub-Registrar. Hence this Agreement shall be deemed to have been executed at Siliguri, West Bengal.

### **30. NOTICES**

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

<b>SRI CHIRAG BINDAL , SRI ATUL BINDAL, SRI ARYAN BINDAL, SRI RITIK BINDAL, SMT MEENAKSHI AGARWAL, SRI NARESH KUMAR AGARWAL, SRI OM PRAKASH AGARWAL, SMT ANITA BINDAL,</b>	
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<p>Address :- No.1 Resident of Madhuban Apartment, Block-B, Flat No.A2, Akshaytara Lane, P.O Sevoke Road, P.S.- Bhaktinagar, District Jalpaiguri, No.2 Resident of Kalyani Apartment, Guru Nanak Sarani, Punjabi Para, P.O &amp; P.S Siliguri, District – Darjeeling, No.3 Resident of Sharda Apartment, Guru Nanak Sarani, Punjabi Para, P.O &amp; P.S Siliguri, District – Darjeeling, <b>No. 4</b> Resident of Sharda Apartment, Guru Nanak Sarani, Punjabi Para, P.O &amp; P.S Siliguri, District – Darjeeling, No.5, 6 &amp; 7 Residents of Care of India Traders, Sevoke Road, Siliguri Town, P.O &amp; P.S Siliguri, District – Darjeeling, <b>No.8</b> Resident of Madhuban Apartment, Block-B, Flat No.A2, P.O Sevoke Road, P.S.- Bhaktinagar, District Jalpaiguri</p>	<p>Address:-.</p>
<p><b>HARISH ESTATES</b></p>	
<p>Address:- Sevoke Road, Post office and Police Station – Siliguri, District – Darjeeling, Pin -734001, in the State of West Bengal</p>	

It shall be the duty of the Allottee(s) and the Vendors/Developer to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the Vendors/Developer or the Allottee(s), as the case may be.

**31. JOINT ALLOTTEE(S)**

That in case there are Joint Allottee(s) all communications shall be sent by the Vendor/Developer to the Allottee(s) whose name appears first and at the address given by him/her/them which shall for all intents and purposes to consider as properly served on all the Allottee(s).

**32. GOVERNING LAW**

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force.

**33. 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 through the Adjudicating Officer appointed under the Act.

**34. SAVINGS**

Any application letter, allotment letter, agreement, or any other document signed by the Allottee(s), in respect of the Commercial Space or building, as the case may be, prior to the execution and registration of this agreement for sale for such Commercial Space as the case may be, shall not be construed to limit the rights and interests of the Allottee(s) under the agreement for sale or under the Act or the rules or the regulations made there under.

**SCHEDULE - 'A'**

**(DESCRIPTION OF THE LAND ON WHICH THE BUILDING STANDS)**

All that piece or parcel of homestead land measuring 1.40 acre, appertaining to and forms part of R.S. Plot No. 42/510, 150/439, 148/434, 150, recorded in R.S Khatian No.805/1 (ka), 143, 144, situated in Mouza – Dabgram , R. S. Sheet No. 9, J. L. No. 2, Pargana – Baikunthapur, Police Station – Bhaktinagar, District – Jalpaiguri. The said land is situated within the limits of Gram Panchayat Area.

**The said land is butted and bounded as follows :-**

On the North :- 30 feet wide Anchal road.

On the South :- Land of Sri Kesari and others in part of R. S. plot No. 150.

On the East :- Part of R. S. Plot No. 150, 434, 510.

On the West :- 60 feet wide metal road namely Eastern By pass road.

**(DESCRIPTION OF THE COMMERCIAL SPACE)**

One Commercial Space, being Space No. .... on the ..... Floor, having RERA carpet area measuring ..... Sq.ft., super built-up area measuring ..... Sq.ft. of the building named “**BINDAL TOWER**” together with proportionate undivided share in the **Schedule 'A' land on which the building stands.**



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**SCHEDULE - 'B'**

**(FLOOR PLAN AND LAYOUT PLAN)**

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**SCHEDULE - 'C'**

**PAYMENT PLAN**

Payment Events	Amount payable of total consideration
At the time of Booking	10%
At the time of Agreement	10%
At the time of First Floor Roof Casting	10%
At the time of Second Floor Roof Casting	10%
At the time of Third Floor Roof Casting	10%
At the time of Fourth Floor Roof Casting	10%
At the time of Fifth Floor Roof Casting	10%
At the time of Internal Plaster and Brick Wall	10%
At the time of Finishing	10%
At the time of Final Handover	10%

That the Vendor/Developer shall handover the possession of the Schedule-B property after receiving full and final payment as well as registration of the Schedule-B property.

That on the day of taking hand over of the Schedule-B property the Allottee(s)/purchaser(s) shall also give a declaration that after full satisfaction the Allottee(s) has/have taken handover of the Schedule-B property.

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

**WITNESSES:-**

1.

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**PURCHASER**

2.

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**VENDOR**

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**DEVELOPER**

Drafted, readover, explained  
by me and printed in my office:

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**MANOJ AGARWAL**  
**ADVOCATE, SILIGURI.**  
**(Enrl No. F-505/434 of 1997)**