

AGREEMENT FOR SALE

This Agreement for Sale ("**Agreement**") executed on this _____
day of _____, 202_.

BY AND BETWEEN

DEUTI DEVELOPERS (PAN: AANFD7003P), A Partnership Firm, having its office at Sevoke Road, Siliguri, P.O. Sevoke Road, P.S. Bhaktinagar, Dist. Jalpaiguri, Pin. 734001, in the State of West Bengal, --- hereinafter called **“VENDOR/PROMOTER/FIRST PARTY”** (which expression shall mean and include unless excluded by or repugnant to the context its office bearers, executors, successors, administrators, representatives and assigns) of the **ONE PART** represented by one of its Partner duly authorized for this purpose **SRI NARAYAN PRASAD AGARWAL S/O Late Shreechand Agarwal (PAN : ACKPA8811B)**, resident of Uttar Rathkhola, Bhimram, Naxalbari, District - Darjeeling, Pin - 734429.

AND

_____ (having PAN _____ and Aadhaar No. _____), Son of _____, Indian by Nationality, Hindu by faith, Business by Occupation, residing at _____

_____ --- hereinafter called the **“PURCHASER”** (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 and permitted assignees).

The Promoter/Vendor and Allottee/s/Purchaser/s shall hereinafter collectively be referred to as the **“Parties”** and individually as a **“Party”**.

WHEREAS:

A. The abovenamed Vendor had purchased land measuring 82.64 Decimals from Anand Agarwal & Sushma Agarwal, by virtue of Registered Deeds of Conveyance, dated 28.03.2024, being Document Nos. I-2442, for the year of 2024 and the same were registered in the office of the Additional District Sub-Registrar Siliguri -II at Bagdogra in the District of Darjeeling.

AND WHEREAS The abovenamed Vendor had purchased land measuring 100.87 Decimals from Kamal Chand Bothra, by virtue of Registered Deeds of Conveyance, dated 28.03.2024, being Document Nos. I-2535, for the year of 2024 and the same were registered in the office of the Additional District Sub-Registrar Siliguri -II at Bagdogra in the District of Darjeeling.

AND WHEREAS The abovenamed Vendor had purchased land measuring 179.85 Decimals from United Properties Private Limited, by virtue of Registered Deeds of Conveyance, dated 28.03.2024, being Document Nos. I-_____, for the year of 2024 and the same were registered in the office of the Additional District Sub-Registrar Siliguri -II at Bagdogra in the District of Darjeeling.

AND WHEREAS The abovenamed Vendor had purchased land measuring 122.067 Decimals from Megasun Merchants Private Limited, by virtue of Registered Deeds of Conveyance, dated 28.03.2024, being Document Nos. I-_____, for the year of 2024 and the same were registered in the office of the Additional District Sub-Registrar Siliguri -II at Bagdogra in the District of Darjeeling.

AND WHEREAS the Vendor herein **DEUTI DEVELOPERS** is the sole and absolute owner in possession of all that piece and parcel of land measuring **4.812 Acre** appertaining to and forming part of L.R. Plot Nos. 255, 256, 257, 258, 259, 260 & 261, duly recorded in L.R. Khatian Nos. 3199, 3514, 3650, 3651 & 3649 of, Mouza – Shishabari, J.L. No. – 41, under Champasari Gram Panchayat, P.S. Pradhan Nagar, within the District of Darjeeling. (Said **Project Land**).

B. AND WHEREAS the Said Project land is earmarked for the purpose of a construction of Residential Project (Phase wise), comprising of multistoried buildings in Blocks and the Said Project is known as ‘**NS ALTI LEVEL**’; (the **Said Project**).

C. That the Developer/Promoter has decided to develop a project in phase wise. In Phase -I Developer/Promoter will develop Block – 1 i.e. 80 units and Club House (hereinafter referred to as the “**NS ALTI LEVEL - I**”), Phase – II Developer/Promoter will develop Block – 2, 3 & 4 i.e 210 units (hereinafter referred to as the “**NS ALTI LEVEL - II**”) and in in Phase – III Developer/Promoter will develop Block – 5 & 6 i.e 130 units (hereinafter referred to as the “**NS ALTI LEVEL - III**”). The **NS ALTI LEVEL PHASE – I, ANS ALTI LEVEL PHASE – II & NS ALTI LEVEL PHASE – III** project will be developed with multistory apartment, club and other such necessary infrastructure, amenities and facilities in the manner and at time as may be decided by owner and developers, this development will be christened as “**NS ALTI LEVEL - I, NS ALTI LEVEL – II & NS ALTI LEVEL – III**”.

D. The Vendor hereof **DEUTI DEVELOPERS** desirous to build the said project on the above mentioned land and to achieve that desire has got the Building Plan approved from Matigara Panchayat Samity to develop the Project vide Sanctioned Plan bearing No.1281.

E. AND WHEREAS the Vendor/Promoter has registered the Said Project under the provisions of the Real Estate (Regulation and Development) Act, 2016 with the Real Estate Regulatory Authority at West Bengal vide RERA No. _____; on _____ under registration.

F. The Vendor is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Vendor regarding the Said Land on which Project is to be constructed have been completed;

G. The Vendor/Promoter herein has decided or agreed to sell and the Purchaser/s herein have agreed to purchase a residential Flat having tile flooring, admeasuring **Sq. Ft. of Carpet Area, _____Sq. Ft. of Built-up Area and _____Sq. Ft. of Super Built-up Area, in Block__, Floor, Flat No. ____ (Type: _____)** along with **Parking Space** being **Parking No. _____** situated in Ground Floor of the Complex named and designed as “**NS ALTI LEVEL**, as permissible under the applicable law and of pro rata share in the common areas (“**Common Areas**”) as defined under clause (n) of Section 2 of the Act.

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

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 Vendor hereby agrees to sell and the Purchaser/s hereby agrees to purchase the Flat / Apartment and the Parking (If any) as specified in Para F.

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 Vendor agrees to sell to the Purchaser/s and the Purchaser/s hereby agrees to purchase, the Apartment as specified in Para F above.

The **Total Price (Including applicable taxes)** payable by the Purchaser/s to the Vendor is **Rs. _____/- (Rupees _____ only)** for the following heads:

Block __, Floor ____, Flat No. ____, Type: ____ BHK.	Rs. _____/-
Infrastructure Cost @ Rs _____/- (_____ Only) per square feet	Rs. _____/-
Maintenance Fund for 24 Months @ Rs. _____/- (Rupees _____ only) per square feet per month	Rs. _____/-
Club Charges	Rs. _____/-
Documentation Charges	Rs. _____/-
TOTAL PRICE Payable	Rs. _____/-
Add GST	Rs. _____/-
TOTAL PRICE Payable (Including Applicable Taxes)	Rs. _____

*** Deduct TDS as per applicable rate of the Income Tax Act, 1961.

Explanation:

- The Total Price above includes the booking amount paid by the Purchaser to the Vendor towards the Apartment.
- The Total Price above includes Taxes (consisting of tax paid or payable by the Purchaser by way of GST or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Vendor) up to the date of handing over the possession of the Apartment.

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

- The Vendor/Promoter shall periodically intimate to the Purchaser, the amount payable as stated in (i) above and the Purchaser shall make payment within 30 (thirty) days from the date of such written intimation. In addition, the Vendor shall provide to the Purchaser 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.
- The Total Price of Apartment includes: 1) *pro rata* share in the Common Areas; and 2) one Covered parking as provided in the Agreement.

The Total Price is escalation-free, save and except increases which the Purchaser 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 Vendor undertakes and agrees that while raising a demand on the Purchaser for increase in development charges, cost/charges imposed by the competent authorities, the Vendor shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Purchaser, which shall only be applicable on subsequent payments.

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

It is agreed that the Vendor 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 apartment, plot or building, as the case may be, without the previous written consent of the Purchaser. Provided that the Vendor may make such minor additions or alterations as may be required by the Purchaser, or such minor changes or alterations as per the provisions of the Act.

Subject to Clause 9.3 the Vendor agrees and acknowledges, the Purchaser shall have the right to the Apartment as mentioned below:

- a. The Purchaser shall have exclusive ownership of the Apartment.
- b. The Purchaser shall also have undivided proportionate share in the Common Areas. Since the share / interest of Purchaser in the Common Areas is undivided and cannot be divided or separated, the Purchaser shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. Further, the right of the Purchaser to use the Common Areas shall always be subject to the timely payment of maintenance charges and other charges as applicable. It is clarified that the Vendor shall convey undivided proportionate title in the common areas to the association of Purchasers as provided in the Act.
- c. That the computation of the price of the Apartment includes recovery of price of land, construction of [not only the Apartment but also] the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, fire detection and firefighting equipment in the common areas etc. and includes cost for providing all other facilities as provided within the Project.

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

The Vendor agrees to pay all outgoings before transferring the physical possession of the apartment to the Purchasers, which it has collected from the Purchasers, 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 Vendor fails to pay all or any of the outgoings collected by it from the Purchasers or any liability, mortgage loan and interest thereon before transferring the

apartment to the Purchasers, the Vendor agrees to be liable, even after the transfer of the property, to pay such outgoing and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefore by such authority or person.

The Purchaser has paid a sum of **Rs.**_____/- (**Rupees**_____) Only by way of _____ in favour of the Vendor/Promoter as booking amount being part payment towards the Total Price of the Apartment at the time of application the receipt of which the Vendor hereby acknowledges and the Purchaser hereby agrees to pay the remaining price of the Apartment as prescribed in the Payment Plan as may be demanded by the Vendor within the time and in the manner specified therein.

Provided that if the Purchaser delays in payment towards any amount for which is payable, he 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 Vendor abiding by the construction milestones, the Purchaser shall make all payments, on demand by the Vendor, 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 'DEUTI DEVELOPERS' payable at Siliguri.

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES

The Purchaser, 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 Vendor with such permission, approvals which would enable the Vendor 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 Purchaser understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she 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 accepts no responsibility in this regard. The Purchaser shall keep the Vendor fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Purchaser subsequent to the signing of this Agreement, it shall be the sole responsibility of the Purchaser to intimate the same in writing to the Vendor immediately and comply with necessary formalities if any under the applicable laws. The Vendor shall not be responsible towards any third party making payment/remittances on behalf of any Purchaser and such third party shall not have any right in the application/allotment of the said apartment applied for herein in any way and the Vendor shall be issuing the payment receipts in favour of the Purchaser only.

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS

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

5. TIME IS ESSENCE

Time is of essence for the Vendor as well as the Purchaser. The Vendor shall abide by the time schedule for completing the project and handing over the Apartment to the Purchaser and the common areas to the association of the Purchasers after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Purchaser shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Vendor as provided in **Schedule C (“Payment Plan”)**.

6. CONSTRUCTION OF THE PROJECT/ APARTMENT

The Purchaser has seen the specifications of the Apartment and accepted the Payment Plan, floor plans, layout plans [annexed along with this Agreement] which has been approved by the competent authority, as represented by the Vendor. The Vendor shall develop the Project in accordance with the said layout plans, floor plans and specifications. Subject to the terms in this Agreement, the Vendor 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 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 Vendor shall constitute a material breach of the Agreement.

7. POSSESSION OF THE APARTMENT

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

Procedure for taking possession - The Vendor, upon obtaining the occupancy certificate/completion certificate from the competent authority shall offer in writing the possession of the Apartment, to the Purchaser in terms of this Agreement to be taken within 3 (three months from the date of issue of such notice and the Vendor shall give possession of the Apartment to the Purchaser. The Vendor agrees and undertakes to indemnify the Purchaser in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Vendor. The Purchaser agree(s) to pay the maintenance charges as determined by the Vendor/association of Purchasers, as the case may be. The Vendor on its behalf shall offer the possession to the Purchaser of receiving the occupancy certificate/completion certificate of the Project.

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

Possession by the Purchaser - After obtaining the occupancy certificate/completion certificate and handing over physical possession of the Apartment to the Purchasers, it shall be the responsibility of the Vendor to hand over the necessary documents and plans, including common areas, to the association of the Purchasers or the competent authority, as the case may be, as per the local laws.

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

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

Compensation – The Vendor shall compensate the Purchaser in case of any loss caused to him due to defective title of the land, on which the project is being developed or has been developed, in the manner as provided under the Act and the claim for 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 fails to complete or is unable to give possession of the Apartment (i) in accordance with the terms of this Agreement, duly completed by the date specified herein; or (ii) due to discontinuance of his business as a Vendor on account of suspension or revocation of the registration under the Act; or for any other reason; the Vendor shall be liable, on demand to the Purchasers, in case the Purchaser wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Apartment, 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 Purchaser does not intend to withdraw from the Project, the Vendor shall pay the Purchaser interest at the rate specified in the Rules for every month of delay, till the handing over of the possession of the Apartment.

8. REPRESENTATIONS AND WARRANTIES OF THE VENDOR

The Vendor hereby represents and warrants to the Purchaser as follows:

- (i) The Project the Vendor 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.
- (ii) The Vendor has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project.
- (iii) There are no encumbrances upon the said Land or the Project.
- (iv) There are no litigations pending before any Court of law with respect to the said Land, Project or the Apartment.

- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Vendor 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 Apartment and common areas.
- (vi) The Vendor 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 Purchaser created herein, may prejudicially be affected.
- (vii) The Vendor 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 Apartment which will, in any manner, affect the rights of Purchaser under this Agreement.
- (viii) The Vendor confirms that the Vendor is not restricted in any manner whatsoever from selling the said Apartment to the Purchaser in the manner contemplated in this Agreement.
- (ix) At the time of execution of the conveyance deed, the Vendor shall handover lawful, vacant, peaceful, physical possession of the Apartment to the Purchaser and the common areas to the Association of the Purchasers.
- (x) 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.
- (xi) The Vendor 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.
- (xii) 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 in respect of the said Land and/or the Project.

9. EVENTS OF DEFAULTS AND CONSEQUENCES

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

- a. Vendor fails to provide ready to move in possession of the Apartment to the Purchaser within the time period specified. For the purpose of this clause, 'ready to move in possession' shall mean that the apartment shall be in a habitable condition which is complete in all respects.
- b. Discontinuance of the Vendor's business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made there under.

9.2 In case of Default by Vendor under the conditions listed above, Purchaser is entitled to the following:

- a. Stop making further payments to Vendor as demanded by the Vendor. If the Purchaser stops making payments, the Vendor shall correct the situation by completing the construction milestones and only thereafter the Purchaser be required to make the next payment without any penal interest.

- b. The Purchaser shall have the option of terminating the Agreement in which case the Vendor shall be liable to refund the entire money paid by the Purchaser under any head whatsoever towards the purchase of the apartment, along with interest at the rate specified in the Rules within forty-five days of receiving the termination notice.

Provided that where the Purchaser does not intend to withdraw from the project or terminate the Agreement, he shall be paid, by the Vendor, interest at the rate specified in the Rules, for every month of delay till the handing over of the possession of the Apartment.

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

- a. In case the Purchaser fails to make payments for 3 (Three) consecutive demands made by the Vendor as per the Payment Plan annexed hereto, despite having been issued notice in that regard the Purchaser shall be liable to pay interest to the Vendor on the unpaid amount at the rate specified in the Rules.
- b. In case of Default by Purchaser under the condition listed above continues for a period beyond consecutive 3 (Three) months after notice from the Vendor in this regard, the Vendor shall cancel the allotment of the Apartment in favour of the Purchaser and refund the amount money paid to him by the Purchaser by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated.

10. CONVEYANCE OF THE SAID APARTMENT

The Vendor, on receipt of complete amount of the Price of the Apartment under the Agreement from the Purchaser, shall execute a conveyance deed and convey the title of the Apartment together with proportionate indivisible share in the Common Areas within 3 (three) months from the issuance of the occupancy certificate. However, in case the Purchaser 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 Purchaser authorizes the Vendor 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 is made by the Purchaser. The Purchaser 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 / APARTMENT / PROJECT

The Vendor 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 Purchasers. The cost of such maintenance has been included in the Total Price of the Apartment.

12. DEFECT LIABILITY

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

13. RIGHT OF PURCHASER TO USE COMMON AREAS AND FACILITIES SUBJECT TO PAYMENT OF TOTAL MAINTENANCE CHARGES

The Purchaser hereby agrees to purchase the Apartment on the specific understanding that his/her right to 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 Purchasers (or the maintenance agency appointed by it) and performance by the Purchaser of all his/her obligations in respect of the terms and conditions specified by the maintenance agency or the association of Purchasers from time to time.

14. RIGHT TO ENTER THE APARTMENT FOR REPAIRS

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

15. USAGE

Use of Ground Floor and Service Areas: The Ground Floor and service areas, if any, as located within the Said Project, shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, fire fighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Purchaser shall not be permitted to use the services areas and the Ground Floor in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the association of Purchasers formed by the Purchasers for rendering maintenance services.

16. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT:

Subject to Clause 10 above, the Purchaser shall, after taking possession, be solely responsible to maintain the Apartment at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Apartment, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Apartment and keep the Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized. The Purchaser further undertakes, assures and guarantees that he/she would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face / facade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Purchaser shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Purchaser shall not store any hazardous or combustible goods in the Apartment or place any heavy material in the common passages or staircase of the Building. The Purchaser shall also not remove any wall, including the outer and load bearing wall of the Apartment. The Purchaser shall plan and distribute its electrical load in conformity with the electrical systems installed by the Vendor and thereafter the association of Purchasers and/or maintenance agency appointed by association of Purchasers. The Purchaser 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 PURCHASER

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

18. ADDITIONAL CONSTRUCTIONS

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

19. VENDOR SHALL NOT MORTGAGE OR CREATE A CHARGE

After the Vendor executes this Agreement, it shall not mortgage or create a charge on the [Apartment/ Building] and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Purchaser who has taken or agreed to take such Apartment.

20. APARTMENT OWNERSHIP ACT

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

21. BINDING EFFECT

Forwarding this Agreement to the Purchaser by the Vendor does not create a binding obligation on the part of the Vendor or the Purchaser until, firstly, the Purchaser 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 Purchaser and secondly, appears for registration of the same before the concerned Sub- Registrar as and when intimated by the Vendor. If the Purchaser(s) fails to execute and deliver to the Vendor this Agreement within 30 (thirty) days from the date of its receipt by the Purchaser and/or appear before the Sub-Registrar for its registration as and when intimated by the Vendor, then the Vendor shall serve a notice to the Purchaser for rectifying the default, which if not rectified within 30(thirty) days from the date of its receipt by the Purchaser, application of the Purchaser shall be treated as cancelled and all sums deposited by the Purchaser in connection therewith including the booking amount shall be returned to the Purchaser without any interest or compensation whatsoever.

22. ENTIRE AGREEMENT

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

23. RIGHT TO AMEND

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

24. PROVISIONS OF THIS AGREEMENT APPLICABLE ON PURCHASER / SUBSEQUENT PURCHASERS

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

25. WAIVER NOT A LIMITATION TO ENFORCE

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

Failure on the part of the Vendor to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

26. SEVERABILITY

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

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

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

28. FURTHER ASSURANCES

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

29. PLACE OF EXECUTION

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

30. NOTICES

That all notices to be served to the Purchaser and the Vendor as contemplated by this Agreement shall be deemed to have been duly served, if sent to the Purchaser or the Vendor by Registered Post and/or by Registered Email Id at their respective addresses specified below:

DEUTI DEVELOPERS	
Address:- Times Square, 3 rd Floor, Office No. 7, Sevoke Road, Siliguri, P.O. Sevoke Road, P.S. Bhaktinagar, District – Jalpaiguri, West Bengal – 734001.	Address:-

It shall be the duty of the Purchaser and the Vendor to inform each other of any changes in address subsequent to the execution of this Agreement in the above address by Registered Post and/or Registered Email Id failing which, all communications and letters posted at the above address shall be deemed to have been received by the Vendor or the Purchaser, as the case may be.

31. JOINT PURCHASERS

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

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 Said Act.

[The other terms and conditions are as per the contractual understanding between the parties; however, the additional terms and conditions are not in derogation of or inconsistent with the terms and conditions set out above or the Act and the Rules and Regulations made there under].

SCHEDULE 'A'
(SAID PROJECT LAND)

All that piece or parcel of homestead land measuring 4.812 Acre appertaining to and forming part of R.S. Plot Nos. 115 (One One Five), 116 (One One Six), 117 (One One Seven), 118 (One One Eight), 119 (One One Nine), 120 (One Two Zero) & 121 (One Two One) corresponding to L.R. Plot No. 255, 256, 257, 258, 259, 260 & 261, recorded in R.S. Khatian Nos. 77 (Seven Seven), 153 (One Five Three) & 169 (One Six Nine), , presently mutated in L.R. Khatian No. 3199, 3514, 3650, 3651 & 3649 of Mouza– Shishabari, J.L. No. 41, Pargana – Patharghata, P.S. Matigara in the District of Darjeeling.

Plot wise detail of the land is as follows:-

R.S. PLOT NO	L.R. PLOT NO	L.R. KHATIAN NO	AREA IN ACRE
115	255	3199, 3514, 3649, 3650 & 3651	0.060
116	256		0.060
117	257		0.080
118	261		4.412
119	258		0.080
120	259		0.040
121	260		0.080
TOTAL AREA			4.812

The Land is butted and bounded as follows:-

NORTH : 17'-00" FEET WIDE KUTCHA ROAD,
 SOUTH : LAND OF JAY PRAKASH CHOWHAN,
 EAST : NALA,
 WEST : 43'-00" FEET WIDE ROAD,

SCHEDULE 'B'
(SAID FLAT)

A residential flat premises having tile flooring, admeasuring Sq. Ft. of Carpet Area, Sq. Ft. of Built up Area and Sq. Ft. of Super Built-up Area, in Block - , Floor, Flat No. (Type:) along with 1 (One) four-wheeler Parking space being Parking Nos. situated in Ground Floor of the Complex named and designed as "NS ALTI LEVEL", more fully shown in the Maps as annexed duly demarcated with "Red" colour therein together with undivided/unpartitionable proportionate right in the Schedule "A" land on which the flat stands in common with the other occupiers of the said Complex with right to use common area and facilities of the Complex in common with other occupants of the Complex as particularly described in the Schedule hereunder written.

SCHEDULE 'C'
(PAYMENT PLAN)

<u>PAYMENT SCHEDULE</u>			
1.	1st Installment	Booking Amount	10% of Total Price
2.	2nd Installment	Completion of Foundation & Ground Floor Casting	10% of Total Price
3.	3rd Installment	1st Floor Roof Casting	7% of Total Price
4.	4th Installment	2nd Floor Roof Casting	7% of Total Price
5.	5th Installment	3rd Floor Roof Casting	7% of Total Price
6.	6th Installment	4th Floor Roof Casting	7% of Total Price
7.	7th Installment	5th Floor Roof Casting	7% of Total Price
8.	8th Installment	6th Floor Roof Casting	7% of Total Price
9.	9th Installment	7th Floor Roof Casting	7% of Total Price
10	10th Installment	8th Floor Roof Casting	7% of Total Price
11.	11th Installment	9th Floor Roof Casting	7% of Total Price
12.	12th Installment	10th Floor Roof Casting	7% of Total Price
13.	13th Installment	Brick Work Completion	5% of Total Price
14.	14th Installment	Full and Final Payment at the time of Possession	Balance of Total Price
*** All GST payments as applicable to the aforesaid instalments are to be paid by the Purchaser with a separate negotiable instrument.			

Please note in addition to the aforesaid Total Price / Consideration the Purchaser/s shall also be liable to pay the GST amount as applicable shall be charged additionally by the Vendor.

SCHEDULE 'D'
(SPECIFICATIONS)

Foundation & Structure	: Foundation designed for the optimum seismic considerations as stipulated by the IS code for better safety.
	: Foundation with raft footing.
	: Super Structure with ACC Blocks, as per design.
Building Envelope	: Iconic Tower meticulously designed and externally painted with mix of anti-fungal & texture/acrylic emulsion paint to increase durability and prevent fungi.
Living/ Dining Room	: Flooring Vitrified Tiles.
	: Wall Putty.
	: Main Door WPC Frame with Commercial Flush Door.
	: Hardware & Fittings Branded Locks and Hardware Fittings of reputed make.
	: Windows Aluminium powder coated / Anodised windows with glass panes.
	: Electricals Modular Switches of Havels/Legrand or reputed make.
Bedroom	: Flooring Vitrified Tiles.
	: Wall Putty.
	: Doors WPC Frame with Commercial Flush Door.
	: Hardware & Fittings Branded Locks and Hardware Fittings of reputed make.
	: Windows Aluminum powder coated /Anodised windows with glass panes.
Balcony	: Flooring Tiles/Wooden Finish Tiles.
	: Wall Acrylic Emulsion Paint.
	: Door Aluminum powder coated/Anodised sliding door with glass panes.
	: Railing Mild Steel decorative railing with enamel paint.
Kitchen	Flooring Anti-Skid Tiles.
	: Wall Tiles up to 2 feet height above the counter.
	: Counter Granite Slab.
	: Plumbing Stainless Steel Sink with Hot & Cold-Water Provision.
	: Electricals Modular Switches of Havels/Legrand or reputed Make Toilets.
	: Flooring Anti-Skid Tiles.
	: Wall Ceramic Tiles up to 7 feet height.
	: Door WPC Frame with Commercial Flush Door.
	: Hardware & Fittings Branded Locks and Hardware Fittings of reputed make.
	: CP Fittings Jaquar/Kohler or Equivalent Make.
24x7 Security And Other	: 100% power backup for common areas and utilities.

Provisions	: Security Surveillance facility with CCTV on Ground Floor Common Areas.
Green Initiative	: Water efficient fixtures.
	: Low VOC materials.
	: Use of LED lights in Common Areas.
	: Solar panels to power the lighting in the common area.
Health And Safety	: Anti-Termite treatment during various stages of construction.
	: Superior Quality waterproofing whenever necessary.
	: Quality Earthing for entire project.
	: Proper street lighting and landscape lighting.
	: Windows Aluminum powder coated/Anodised windows with glass panes and provision for exhaust fans.
	: Windows Aluminum powder coated/Anodised windows with glass panes and provision for exhaust fans.
	: Sanitary Ware Kohler/Hindware/Jaquar or Equivalent Make.

SCHEDULE – E
(PROJECT AMENITIES)

(Commonly used by all the Owners/Co-owners of the Project)

01. ENTRY/EXIT GATE	13. YOGA LAWN
02. ARRIVAL PLAZA	14. JOGGING TRACK
03. INTERNAL DRIVEWAY	15. MEDITATION PAVILION
04. FESTIVAL/PARTY LAWN	16. STEEPING STONE
05. THE CLUB	17. KID’S LAWN
06. SWIMMING POOL	18. KID’S PLAY AREA
07. KID’S POOL	19. LEISURE LAWN
08. MULTIPURPOSE COURT	20. MID TERRACE LAWN
09. DROP-OFF AREA	21. UPPER TERRACE LAWN
10. WATERBODY & ADDA ZONE	22. IEWING END ZONE
11. CENTRAL LAWN	23. SERVICES
12. SENIORS DECK	

Note: Such other common parts, areas equipments, installations, fixtures and fittings and spaces in or about the said buildings as are necessary for passage to the user and occupancy of the unit in common and such other common facilities as may be prescribed from time to time.

SCHEDULE 'F'
(COMMON EXPENSES)

1. All expenses for maintenance, operating, replacing, repairing, renovating, white washing, painting and repainting of the common portions and the common areas in the building/Complex including the outer walls of the building.
2. All expenses for running and operating machinery, lift, equipment and installations comprised in the common portions including water pumps, generator including cost of repairing, renovating and replacing the same.
3. The salaries, bonus and other emoluments and benefits and all other expenses on the persons employed or to be employed for the common purposes such as manager, caretaker, supervisor, accountant, security guard, sweepers, plumbers, electrical and other maintenance staffs.
4. Cost of insurance premium for insuring the building/Complex and / or the common portions.
5. All charges and deposits for supplies of common utilities to the co-owners in common.
6. Panchayat tax, water tax and other levies in respect of the premises and the building/Complex save those separately assessed in respect of any unit or on the purchaser/s.
7. Costs of formation and operation of the service organization including the office expenses incurred for maintaining the office thereof.
8. Electricity charges for the electrical energy consumed for the operation of the equipment and installations for the common services and lighting the common portions.
9. All litigation expenses incurred for the common purposes and relating to common use and enjoyment of the common portions.
10. All other expenses and/or outgoing as are incurred by the service organization for the common purposes.

SCHEDULE – G
FLOOR PLAN

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for Sale at Siliguri in the presence of attesting witness, signing as such on the day first above written.

SIGNED AND DELIVERED BY THE WITHIN NAMED PURCHASER/S:

SIGNED AND DELIVERED BY THE WITHIN NAMED VENDOR / PROMOTER:

(Authorized Signatory)

WITNESSES:

MEMO OF CONSIDERATION

<p>RECEIVED from the within named PURCHASER(S) by the within named Vendor/Promoter the said sum of Rs. _____/- (Rupees _____) Only in DEUTI DEVELOPERS payable at Siliguri, as the advance booking amount in respect of this AGREEMENT FOR SALE as per the terms and conditions laid herein.</p>	<p>Rs. _____/- (Rupees _____) Only</p>
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