

PLATINUM HEIGHTS

Handwritten signature
Partner

AGREEMENT TO SELL

THIS AGREEMENT IS MADE ON THIS THE _____ DAY OF
_____, 2023.

: 2 :

BETWEEN

PLATINUM HEIGHTS, a Partnership Firm, having its office at Platinum Square, Station Feeder Road, Siliguri, P.O. - Siliguri Bazar, P.S. - Siliguri, District - Darjeeling, PIN - 734005, in the State of West Bengal, represented by its **Partner - SRI MRINAL AGARWAL**, son of Sri Naresh Kumar Agarwal, Indian by Nationality, Hindu by faith, Business by occupation, residing at Station Feeder Road, Siliguri, P.O. - Siliguri Bazar, P.S. - Siliguri, District - Darjeeling, PIN - 734005, in the State of West Bengal, hereinafter called the "**VENDOR**" (which expression shall unless excluded by or repugnant to the context be deemed to include its Partners, executors, successors-in-office, representatives, administrators and assignees) of the "**ONE PART**". (I.T. PAN - AAWFP9043L)

A N D

_____, son of _____, Indian by Nationality, Hindu by faith, _____ by occupation, residing at _____, P.O. - _____, P.S. - _____, District - _____, PIN - _____, in the State of West Bengal, hereinafter called the "**PURCHASER**" (which expression shall unless excluded by or repugnant to the context be deemed to include his heirs, executors, successors, representatives, administrators and assignees) of the "**OTHER PART**". (I.T. PAN - _____)

The Vendor and the Purchaser/s shall hereinafter collectively be referred to as the "Parties" and individually as a "Party".

: 3 :

I. A) WHEREAS Sri Kharganath Singh Das, Sri Dabru Singh Das, Sri Dharma Narayan Singh Das, Sri Khagendra Narayan Sing Das, all sons of Late Kamala Kanta Singh Das, Smt. Kundeshwari Barmani, wife of Sri Santa Singh and Smt. Manbhawati Debi Agarwalla, had transferred for valuable consideration and made over physical possession of all that piece or parcel of land measuring 3.50 Acres, forming part of R.S. Plot Nos.47, 48, 85 and 86, recorded in R.S. Khatian Nos. 845/3, 845/5, 845/7, 845/1, 282/1, and 285/1, situated within Mouza - Dabgram, J.L. No.2, R.S. Sheet No.5, P.S. - Bhaktinagar, District - Jalpaiguri, unto and in favour of Smt. Santi Debi alias Shanti Debi Agarwalla, wife of Sri Ram Kumar Agarwalla, by virtue of six separate Sale Deeds, i) executed on 27-02-1963, being Document No.1502 for the year 1963, entered in Book-I, Volume No.26, Pages 58 to 62, ii) executed on 27-02-1963, being Document No.1503 for the year 1963, entered in Book-I, Volume No.20, Pages 249 to 254, iii) executed on 27-02-1963, being Document No.1504 for the year 1963, entered in Book-I, Volume No.26, Pages 63 to 67, iv) executed on 27-02-1963, being Document No.1505 for the year 1963, entered in Book-I, Volume No.25, Pages 96 to 100, v) executed on 25-05-1963, being Document No.4447 for the year 1963, entered in Book-I, Volume No.43, Pages 272 to 274, all the Deeds registered in the Office of the District Sub-Registrar, Jalpaiguri and vi) Dated 03-05-1972, registered in the Office of the Registrar of Assurances, Calcutta.

B) AND WHEREAS abovenamed Smt. Santi Debi alias Shanti Debi Agarwalla thereafter had transferred for valuable consideration and made over physical possession of all that piece or parcel of land measuring 0.875 Acres out of the aforesaid land, unto and in favour of Smt. Narmada Debi Agarwalla, wife of Nemchand Agarwalla alias Nemichand Agarwal, by virtue of Sale Deed, executed on 04-05-1972, being Document No.2234 for the year 1972, entered in Book-I, Volume No.88, Pages 286 to 294, registered in the Office of the Registrar of Assurances, Calcutta.

C) AND WHEREAS abovenamed Narmada Devi Agarwalla and her husband- Nemchand Agarwalla alias Nemichand Agarwal, died intestate leaving behind their sons-Sri Gobind Kumar Agarwala, Sri Madan Gopal Agarwala, Sri Gopal Prasad Agarwala, Sri Ajit Prasad Agarwala, Sri Tarun Kumar Agarwal, Sri Lav Kumar Agarwal and Sri Kush Kumar Agarwala and daughters - Smt. Bela Sureka, wife of Mukesh Kumar Sureka, Smt. Koushlya Makharia, wife of Anand Kumar Makharia and Smt. Urmila Agarwala, wife of Shailendra Agarwala, as their only legal heirs to inherit the aforesaid land measuring 0.875 Acres.

II. AND WHEREAS by way of inheritance abovenamed Sri Gobind Kumar Agarwala, Sri Madan Gopal Agarwala, Sri Gopal Prasad Agarwala, Sri Ajit Prasad Agarwala, Sri Tarun Kumar Agarwal, Sri Lav Kumar Agarwal, Sri Kush Kumar Agarwala, Smt. Bela Sureka, Smt. Koushlya Makharia and Smt. Urmila Agarwala, became the sole, absolute and exclusive owners of the aforesaid land measuring 0.875 Acres.

: 4 :

III. AND WHEREAS all that land measuring 0.0475 Acres out of the aforesaid land measuring 0.875 Acres stands embedded in road and as such abovenamed Sri Gobind Kumar Agarwala, Sri Madan Gopal Agarwala, Sri Gopal Prasad Agarwala, Sri Ajit Prasad Agarwala, Sri Tarun Kumar Agarwal, Sri Lav Kumar Agarwal, Sri Kush Kumar Agarwala, Smt. Bela Sureka, Smt. Koushlya Makharia and Smt. Urmila Agarwala were rendered the sole, absolute and exclusive ownership of all that piece or parcel of land measuring 0.83 Acres, [each having undivided $1/10^{\text{th}}$ (one-tenth) share in it], having permanent, heritable and transferable right, title and interest therein.

IV. A) AND WHEREAS abovenamed Smt. Bela Sureka, Smt. Koushlya Makharia and Smt. Urmila Agarwala, thereafter had transferred for valuable consideration and made over physical possession of their undivided $3/10^{\text{th}}$ (three-tenth) share in the aforesaid land measuring 0.83 Acres, unto and in favour of **PLATINUM HEIGHTS**, by virtue of two separate Sale Deeds, i) executed on 13-07-2019, being Document No.4675 for the year 2019, entered in Book-I, Volume No.0711-2019, Pages 115615 to 115649 and ii) executed on 14-07-2019, being Document No.4708 for the year 2019, entered in Book-I, Volume No.0711-2019, Pages 118157 to 118188, both the deeds registered in the Office of the A.D.S.R., Bhaktinagar.

B) AND WHEREAS abovenamed Sri Gobind Kumar Agarwala, Sri Ajit Prasad Agarwala and Sri Tarun Kumar Agarwal, thereafter had transferred for valuable consideration and made over physical possession of their undivided $3/10^{\text{th}}$ (three-tenth) share in the aforesaid land measuring 0.83 Acres, unto and in favour of **PLATINUM HEIGHTS**, by virtue of two separate Sale Deeds, i) executed on 13-07-2019, being Document No.4676 for the year 2019, entered in Book-I, Volume No.0711-2019, Pages 115650 to 115683 and ii) executed on 14-07-2019, being Document No.4710 for the year 2019, entered in Book-I, Volume No.0711-2019, Pages 118189 to 118217, both the deeds registered in the Office of the A.D.S.R., Bhaktinagar.

C) AND WHEREAS abovenamed Sri Madan Gopal Agarwala, Sri Gopal Prasad Agarwala, Sri Lav Kumar Agarwal and Sri Kush Kumar Agarwala, thereafter had transferred for valuable consideration and made over physical possession of their undivided $4/10^{\text{th}}$ (four-tenth) share in the aforesaid land measuring 0.83 Acres, unto and in favour of **PLATINUM HEIGHTS**, by virtue of two separate Sale Deeds, i) executed on 09-08-2019, being Document No.5313 for the year 2019, entered in Book-I, Volume No.0711-2019, Pages 137954 to 137987 and ii) executed on 10-08-2019, being Document No.5388 for the year 2019, entered in Book-I, Volume No.0711-2019, Pages 139224 to 139254, both the deeds registered in the Office of the A.D.S.R., Bhaktinagar.

: 5 :

V. A) AND WHEREAS abovenamed Smt. Santi Debi alias Shanti Debi Agarwalla had also transferred for valuable consideration and made over physical possession of all that piece or parcel of land measuring 0.875 Acres out of the aforesaid land, unto and in favour of Smt. Gita Debi Agarwalla, wife of Onkarmal Agarwalla, by virtue of Sale Deed, executed on 04-05-1972, being Document No.2235 for the year 1972, entered in Book-I, Volume No.32, Pages 272 to 281, registered in the Office of the Registrar of Assurances, Calcutta.

B) AND WHEREAS by virtue of the aforesaid Sale Deed, abovenamed Smt. Gita Debi Agarwalla became the sole, absolute and exclusive owner of the aforesaid land measuring 0.875 Acres, having permanent, heritable and transferable right, title and interest therein.

C) AND WHEREAS abovenamed Gita Debi Agarwalla and her husband- Onkarmal Agarwalla, died intestate leaving behind their sons - Sri Pawan Kumar Agarwala, Sri Ramesh Kumar Agarwal, Sri Lalit Kumar Agarwal and daughters - Smt. Mohini Devi Kedia, wife of Sri Santosh Kumar Kedia, Smt. Renu Devi Agarwal, wife of Sri Kamal Kumar Agarwal, Smt. Anuradha Agarwal, wife of Sri Suresh Kumar Agarwal, Smt. Asha Kedia, wife of Sri Rajendra Kumar Kedia and Smt. Meera Agarwal, wife of Sri Radhey Shyam Agarwal, as her only legal heirs to inherit the aforesaid land measuring 0.875 Acres.

D) AND WHEREAS by way of inheritance abovenamed Sri Pawan Kumar Agarwala, Sri Ramesh Kumar Agarwal, Sri Lalit Kumar Agarwal, Smt. Mohini Devi Kedia, Smt. Renu Devi Agarwal, Smt. Anuradha Agarwal, Smt. Asha Kedia and Smt. Meera Agarwal, became the sole, absolute and exclusive owners of the aforesaid land measuring 0.875 Acres.

VI. AND WHEREAS all that land measuring 0.035 Acres out of the aforesaid land measuring 0.875 Acres stands embedded in road and as such abovenamed Sri Pawan Kumar Agarwala, Sri Ramesh Kumar Agarwal, Sri Lalit Kumar Agarwal, Smt. Mohini Devi Kedia, Smt. Renu Devi Agarwal, Smt. Anuradha Agarwal, Smt. Asha Kedia and Smt. Meera Agarwal were rendered the sole, absolute and exclusive ownership of all that piece or parcel of land measuring 0.84 Acres, [each having undivided 1/8th (one-eighth) share in it], having permanent, heritable and transferable right, title and interest therein.

VII. A) AND WHEREAS abovenamed Smt. Meera Agarwal thereafter had transferred and made over physical possession of her entire undivided 1/8th (one-eighth) share in the aforesaid land measuring 0.84 Acres, unto and in favour of her abovenamed full blooded brother - Sri Pawan Kumar Agarwala, by virtue of two separate Gift Deeds, i) executed on 21-09-2020, being Document No.3678 for the year 2020, entered in Book-I, Volume No.0711-2020, Pages 99634 to 99656 and ii) executed on 24-09-2020, being Document No.3720 for the year 2020, entered in Book-I, Volume No.0711-2020, Pages 100268 to 100288, both the deeds registered in the Office of the A.D.S.R., Bhaktinagar.

: 6 :

B) AND WHEREAS by way of inheritance and by virtue of the aforesaid two separate Gift Deeds, being Document No.3678 and 3720, both for the year 2020, abovenamed Sri Pawan Kumar Agarwala, became the absolute and exclusive owner of all that undivided $2/8^{\text{th}}$ (two-eighth) share [i.e. undivided $1/4^{\text{th}}$ (one-fourth) share] in the aforesaid land measuring 0.84 Acres, having permanent, heritable and transferable right, title and interest therein.

C) AND WHEREAS abovenamed Sri Pawan Kumar Agarwala thereafter had transferred for valuable consideration and made over physical possession of his entire undivided $1/4^{\text{th}}$ (one-fourth) share in the aforesaid land measuring 0.84 Acres, unto and in favour of **PLATINUM HEIGHTS**, by virtue of two separate Sale Deeds, i) executed on 28-09-2020, being Document No.4035 for the year 2020, entered in Book-I, Volume No.0711-2020, Pages 108236 to 108261 and ii) executed on 30-09-2020, being Document No.3813 for the year 2020, entered in Book-I, Volume No.0711-2020, Pages 103326 to 103348, both the deeds registered in the Office of the A.D.S.R., Bhaktinagar.

VIII. A) AND WHEREAS abovenamed Smt. Anuradha Agarwal thereafter had transferred and made over physical possession of her entire undivided $1/8^{\text{th}}$ (one-eighth) share in the aforesaid land measuring 0.84 Acres, unto and in favour of her abovenamed full blooded brother - Sri Ramesh Kumar Agarwal, by virtue of two separate Gift Deeds, i) executed on 21-09-2020, being Document No.3677 for the year 2020, entered in Book-I, Volume No.0711-2020, Pages 99611 to 99633 and ii) executed on 24-09-2020, being Document No.3722 for the year 2020, entered in Book-I, Volume No.0711-2020, Pages 100247 to 100267, both the deeds registered in the Office of the A.D.S.R., Bhaktinagar.

B) AND WHEREAS by way of inheritance and by virtue of the aforesaid two separate Gift Deeds, being Document No.3677 and 3722, both for the year 2020, abovenamed Sri Ramesh Kumar Agarwal, became the absolute and exclusive owner of all that undivided $2/8^{\text{th}}$ (two-eighth) share [i.e. undivided $1/4^{\text{th}}$ (one-fourth) share] in the aforesaid land measuring 0.84 Acres, having permanent, heritable and transferable right, title and interest therein.

C) AND WHEREAS abovenamed Sri Ramesh Kumar Agarwal thereafter had transferred for valuable consideration and made over physical possession of his entire undivided $1/4^{\text{th}}$ (one-fourth) share in the aforesaid land measuring 0.84 Acres, unto and in favour of **PLATINUM HEIGHTS**, by virtue of two separate Sale Deeds, i) executed on 05-10-2020, being Document No.3942 for the year 2020, entered in Book-I, Volume No.0711-2020, Pages 106145 to 106173 and ii) executed on 08-10-2020, being Document No.4023 for the year 2020, entered in Book-I, Volume No.0711-2020, Pages 108262 to 108287, both the deeds registered in the Office of the A.D.S.R., Bhaktinagar.

: 7 :

IX. A) AND WHEREAS abovenamed Smt. Asha Kedia thereafter had transferred and made over physical possession of her entire undivided $1/8^{\text{th}}$ (one-eighth) share in the aforesaid land measuring 0.84 Acres, unto and in favour of her abovenamed full blooded brother - Sri Lalit Kumar Agarwal, by virtue of two separate Gift Deeds, i) executed on 24-11-2020, being Document No.4773 for the year 2020, entered in Book-I, Volume No.0711-2020, Pages 129083 to 129104 and ii) executed on 25-11-2020, being Document No.4817 for the year 2020, entered in Book-I, Volume No.0711-2020, Pages 130049 to 130068, both the deeds registered in the Office of the A.D.S.R., Bhaktinagar.

B) AND WHEREAS abovenamed Smt. Renu Devi Agarwal thereafter had transferred and made over physical possession of her entire undivided $1/8^{\text{th}}$ (one-eighth) share in the aforesaid land measuring 0.84 Acres, unto and in favour of her abovenamed full blooded brother - Sri Lalit Kumar Agarwal, by virtue of two separate Gift Deeds, i) executed on 01-12-2020, being Document No.4937 for the year 2020, entered in Book-I, Volume No.0711-2020, Pages 132253 to 132274 and ii) executed on 02-12-2020, being Document No.4987 for the year 2020, entered in Book-I, Volume No.0711-2020, Pages 134026 to 134045, both the deeds registered in the Office of the A.D.S.R., Bhaktinagar.

C) AND WHEREAS by way of inheritance and by virtue of the aforesaid four separate Gift Deeds, being Document Nos.4773, 4817, 4937 and 4987, all for the year 2020, abovenamed Sri Lalit Kumar Agarwal, became the absolute and exclusive owner of all that undivided $3/8^{\text{th}}$ (three-eighth) share in the aforesaid land measuring 0.84 Acres, having permanent, heritable and transferable right, title and interest therein.

D) AND WHEREAS abovenamed Smt. Mohini Devi Kedia and Sri Lalit Kumar Agarwal thereafter had transferred for valuable consideration and made over physical possession of their undivided $1/4^{\text{th}}$ (one-fourth) share [i.e., undivided $1/8^{\text{th}}$ (one-eighth) share each] in the aforesaid land measuring 0.84 Acres, unto and in favour of **PLATINUM HEIGHTS**, by virtue of two separate Sale Deeds, i) executed on 22-02-2021, being Document No.1780 for the year 2021, entered in Book-I, Volume No.0711-2021, Pages 49524 to 49554 and ii) executed on 23-02-2021, being Document No.1974 for the year 2021, entered in Book-I, Volume No.0711-2021, Pages 56409 to 56436, both the deeds registered in the Office of the A.D.S.R., Bhaktinagar.

E) AND WHEREAS abovenamed Sri Lalit Kumar Agarwal thereafter had transferred for valuable consideration and made over physical possession of his remaining undivided $2/8^{\text{th}}$ (two-eighth) share, [i.e., undivided $1/4^{\text{th}}$ (one-fourth) share] in the aforesaid land measuring 0.84 Acres, unto and in favour of **PLATINUM HEIGHTS**, by virtue of two separate Sale Deeds, i) executed on 04-05-2021, being Document No.3697 for the year 2021, entered in Book-I, Volume No.0711-2021, Pages 99882 to 99908 and ii) executed on 06-05-2021, being Document No.3714 for the year 2021, entered in Book-I, Volume No.0711-2021, Pages 99831 to 99856, both the deeds registered in the Office of the A.D.S.R., Bhaktinagar.

: 8 :

X. AND WHEREAS by virtue of the aforesaid fourteen separate Sale Deeds, i) being Document No.4675 for the year 2019, ii) being Document No.4708 for the year 2019, iii) being Document No.4676 for the year 2019, iv) being Document No.4710 for the year 2019, v) being Document No.5313 for the year 2019, vi) being Document No.5388 for the year 2019, vii) being Document No.4035 for the year 2020, viii) being Document No.3813 for the year 2020, ix) being Document No.3942 for the year 2020, x) being Document No.4023 for the year 2020, xi) being Document No.1780 for the year 2021, xii) being Document No.1974 for the year 2021, xiii) being Document No.3697 for the year 2021 and xiv) being Document No.3714 for the year 2021, abovenamed **PLATINUM HEIGHTS** (The Vendor of these presents) became the sole, absolute and exclusive owner of all that piece or parcel of aforesaid land measuring in total measuring 1.67 Acres, having permanent, heritable and transferable right, title and interest therein and the said land was subsequently recorded in its name in the record of rights, being L.R. Khatian No.2663, forming part of R.S. Plot Nos.47, 48, 85 and 86 corresponding to L.R. Plot Nos.333, 334, 544 and 545, situated within Mouza - Dabgram, J.L. No.2, Pargana - Baikunthapur, R.S. Sheet No.5 corresponding to L.R. Sheet No.5, P.S. - Bhaktinagar, District - Jalpaiguri.

XI. AND WHEREAS the character of the aforesaid land was converted from *Danga* to *Commercial Bastu*, vide i) Conversion Case No. CN/2019/0701/1013, issued on 27-11-2019 from the Office of the Sub-Divisional Land & Land Reforms Officer, Sadar Jalpaiguri and ii) Conversion Case No. CN/2021/0701/689, issued on 28-07-2021, from the Office of the District Land & Land Reforms Officer, Jalpaiguri.

XII. AND WHEREAS the Vendor is constructing a multi storied building on all that piece or parcel of land measuring 1.39 Acres out of the aforesaid land measuring 1.67 Acres, the permit of which has been granted vide Building Permit No.SWS-OBPAS/0104/2022/0948, issued by the Commissioner, Siliguri Municipal Corporation.

XIII. AND WHEREAS the said building comprises of several independent residential flats/ shop rooms/ premises/ units/ parking spaces along with the common facilities.

XIV. AND WHEREAS the Vendor has formulated a scheme to enable a person/party intending to have his/ her/ its/ their own flats/ shop rooms/ premises/ units/ parking spaces in the said building alongwith the undivided proportionate share and interest in the land on which the said building stands. The proportionate share or interest in the land is to be determined according to the constructed area comprising the unit or premises proportionate to the total constructed area on the said land.

: 9 :

XV. AND WHEREAS the Vendor has now firmly and finally decided to sell and have offered for sale to the Purchaser/s all that _____ measuring _____.00 Sq.ft. (Carpet Area) i.e. _____.00 Sq.ft. (Super Built-up Area) at _____ Floor of the building and the right to park one car in the Parking Space No. _____ measuring _____.00 Sq.ft. at Ground Floor of the building, more particularly described in the Schedule-A given hereinunder, for a valuable consideration of Rs. _____ .00 (Rupees _____) only.

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

- A. The said land is earmarked for the purpose of constructing the aforesaid building (hereinafter referred to as " Project ") and the said building shall be known as " DWARIKA HIGHGROVE ".
- B. 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 the Project is to be constructed have been completed.
- C. The Vendor has obtained the final layout plan, sanctioned plan, specifications and approvals for the Project from the appropriate authority. The Vendor agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with the applicable law.
- D. The Vendor has registered the Project under the provisions of the Real Estate (Regulation and Development) Act, 2016 with the Real Estate Regulatory Authority at _____, vide Registration No. _____.
- E. The Purchaser/s has/have applied for a _____ in the Project vide allotment No. _____ dated _____ and has been allotted the Schedule-A property, as permissible under the applicable law.

: 10 :

- F. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein.
- G. The parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the project.
- H. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter.
- I. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Vendor hereby agrees to sell and the Purchaser/s hereby agree/s to purchase the Schedule-A property.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:-

1. TERMS:

1.1 That the Vendor hereby agrees to sell and transfer unto the Purchaser/s the Schedule-A property and the Purchaser/s hereby agree to purchase the same for a valuable consideration of Rs. _____ .00 (Rupees _____) only.

Explanation :

- (i) The consideration amount above includes the booking amount paid by the Purchaser/s to the Vendor towards the Schedule-A property;
- (ii) The consideration amount of the Schedule-A property is exclusive of Taxes;
- (iii) The Vendor shall periodically intimate in writing to the Purchaser/s, the amount payable as stated in (i) above and the Purchaser/s shall make payment demanded by the Vendor within the time and in the manner specified therein. In addition, the Vendor shall provide to the Purchaser/s the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc., have been imposed or become effective;
- (iv) The consideration amount of Schedule-A property includes recovery of price of land (proportionate share), construction of not only the Schedule-A property but also the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the apartment, lift, water line and plumbing, finishing with POP, tiles, doors, windows, fire detection and firefighting equipment in the common areas, and includes cost for providing all other facilities, amenities and specifications to be provided within the Building Complex.

: 11 :

1.2 The consideration amount is escalation-free, save and except increases which the Purchaser/s hereby agrees to pay due to increases on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Vendor undertakes and agrees that while raising a demand on the Purchaser/s for increase in development charges, cost/charges imposed by the competent authority, the Vendor shall enclose the said notifications/ order/ rule regulations to the effect along with the demand letter being issued to the Purchaser/s, which shall only be applicable on subsequent payments.

Provided that if there is any new impositions or increase of any development charges after the expiry of the scheduled date of completion of the project as per registrations with the Authority, which shall include the extension of registration, if any, granted to the said project by the authority as per the Act, the same shall not be charged from the Purchaser/s.

1.3 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 with respect to the Schedule-A Property, without the written consent of the Purchaser/s as per the provisions of the Act.

1.4 Provided that the Vendor may make such minor additions or alterations as may be required by the Purchaser/s or such minor changes or alterations as per the provisions of the Act.

1.5 The Vendor agrees and acknowledge that the Purchaser/s shall have the right to the Schedule-A property as mentioned below:

- (i) The Purchaser/s shall have exclusive ownership of the Schedule-A property;
- (ii) The Purchaser/s shall also have undivided proportionate share in the Common Areas, along with other occupants without causing any inconvenience or hindrance to them, it is clarified that the Vendor shall hand over the common areas to the Association of Purchasers on its formation after duly applying for the completion certificate to the competent authority as provided in the Act;
- (iii) That the computations of the consideration amount of the Schedule-A property includes recovery of price of land, construction of the Schedule-A property, the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the Schedule-A property, lift, water line and plumbing, finishing with paint marbles, tiles, doors, window, fire detection and firefighting equipment in the common areas and includes cost for providing all other facilities, amenities and specifications to be provided within the Schedule-A property and the project;

: 12 :

(iv) The Purchaser/s has/have the right to visit the project site to assess the extent of development of the project.

1.6 It has been made clear by the Vendor to the Purchaser/s that the Schedule-A property shall be treated as a single indivisible unit for all purpose. It is agreed that the project is an independent, self-contained project covering the said land and is not a part of any other project or zone and shall not form a part of any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Purchaser/s. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Purchaser/s.

1.7 The Vendor agree to pay all outgoing before transferring the physical possession of the Schedule-A property to the Purchaser/s, which it has collected from the Purchaser/s, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, bank and financial institutions, which are related to the project). If the Vendor fails to pay all or any of the outgoings collected from the Purchaser/s, or any liability, mortgage loan and interest thereon before transferring the Schedule-A property to the Purchaser/s, then the Vendor shall be liable, to pay such outgoing and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefore by such authority or person.

1.8 That in pursuance of the aforesaid offer, acceptance and agreement the Purchaser/s has already paid a sum of Rs. _____ .00 (Rupees _____) only, excluding G.S.T, by _____, as earnest/baina money, the receipt of which the Vendor do hereby acknowledge by execution of these presents.

1.9 That the Purchaser/s shall pay the total consideration amount of the Schedule-A property as particularly described in the Schedule-C given hereinbelow.

1.10 That the Vendor shall handover the Schedule - A property to the Purchaser/s after completion, which shall be completed within _____, and the registration of the same shall be executed by the Vendor in favour of the Purchaser/s simultaneously after receiving full and final payment, along with the G.S.T as may be applicable at the relevant time.

2. MODE OF PAYMENT

Subject to the terms of this Agreement and the Vendor abiding by the construction milestones, the Purchaser/s shall make payments, by Cheque / RTGS to the Vendor, within the stipulated time as aforesaid.

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES

3.1 The Purchaser/s, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and Rules and Regulations made there under or any statutory amendments (s)/ modification (s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the 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/s understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

3.2 The Vendor accept no responsibility with regard to matters specified in Para 3.1 above. The Purchaser/s shall keep the Vendor fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Purchaser/s subsequent to the signing of this Agreement, it shall be the sole responsibility of the Purchaser/s to intimate the same in writing to the 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/s and such third party shall not have any right in the application/allotment of the said apartment applied for herein in any way and the Vendor shall be issuing the payment receipts in favour of the Purchaser/s only.

4. ADJUSTMENT/APPROPRIATION OF THE PAYMENT

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

5. TIME IS ESSENCE

The Vendor shall abide by the time schedule for completing the project as disclosed at the time of registration of the project with the authority and towards handing over the Schedule-A property to the Purchaser/s and the common areas to the Association of Purchasers or the competent authority.



: 14 :

6. CONSTRUCTION OF THE PROJECT

The Purchaser/s has/have seen the proposed plan, specifications, amenities and facilities of the Schedule-A property and accepted the Payment Plan, floor plans, and the specifications, amenities and facilities which has been approved by the competent authority, as represented by the Vendor. The Vendor shall develop the Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities subject to the terms in this Agreement, the 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 by the Laws and shall not have an option to make any variation / alteration / modification in such plans, other than in the manner provided under the Act and/or as elsewhere stated in this agreement, and breach of this term by the Vendor shall constitute a material breach of the Agreement.

7. POSSESSION

7.1 Schedule for possession of the Schedule-A Property – The Vendor agrees and understand that timely delivery of possession of the Schedule-A property to the Purchaser/s and the common areas to the Association of Purchasers or the competent authority is the essence of the Agreement. The Vendor assure to hand over possession of the Schedule-A property along with ready and complete common areas with all specifications, amenities and facilities of the project in place on 03-10-2025, unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project ("Force Majeure"). If, however, the completion of the Project is delayed due to the Force Majeure conditions (as defined in the Act) then the Purchaser/s agrees that the Vendor shall be entitled to the extension of time for delivery of possession of the Schedule-A property.

Provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Purchaser/s agrees and confirms that, in the event it becomes impossible for the Vendor to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Vendor shall refund to the Purchaser/s the entire amount received by the Vendor from the allotment within 6 (six) months. The Vendor shall intimate the Purchaser/s about such termination at least 1 (one) month prior to such termination. After refund of the money paid by the Purchaser/s, the Purchaser/s agrees that he/she/they 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.

: 15 :

7.2 Procedure for taking possession – The Vendor on application of the occupancy certificate or completion certificate, whichever be applicable, to the competent authority shall offer in writing the possession of the Schedule-A property, to the Purchaser/s in terms of this Agreement to be taken within 3 (three) months from the date of application of such certificate subject to the terms of the Agreement and the Purchaser/s making payment of the entire balance consideration and all other amounts and deposits payable by the Purchaser/s to the Vendor hereunder and fulfilling all his other covenants / obligations herein.

Provided that, in the absence of local law, the conveyance deed in favour of the Purchaser/s shall be carried out by the Vendor within 3 (three) months from the date of application of occupancy / completion certificate subject to the Purchaser/s making payment on account of stamp duty, registration fee etc.

Provided further that the Vendor shall not be liable to deliver possession of the Schedule-A property to the Purchaser/s nor to execute or cause to be executed any Sale Deed or other instruments until such time the Purchaser/s makes payment of all amounts agreed and required to be paid hereunder by the Purchaser/s and the Purchaser/s has fully performed all the terms conditions and covenants of this Agreement and on the part of the Purchaser/s to be observed and performed until then.

The Vendor agrees and undertakes to indemnify the Purchaser/s in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Vendor. The Purchaser/s agree(s) to pay the maintenance charges as determined by the Vendor / Association of Purchasers, from the date of registration and/or handover of the flats/ shop rooms/ premises/ units/ parking spaces, whichever is earlier, as the case may be. The Vendor shall handover the copy of the occupancy certificate / completion certificate of the apartment to the Purchaser/s at the time of conveyance of the same.

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

7.3 Failure of Purchaser/s to take Possession of the Schedule-A property – Upon receiving a written intimation from the Vendor as per paragraph 7.2, the Purchaser/s shall take possession of the Schedule-A property 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 Schedule-A property to the Purchaser/s. In case the Purchaser/s fails to take possession within the time provided in paragraph 7.2, such Purchaser/s shall continue to be liable to pay maintenance charges and interest on due payment and all other outgoings.

: 16 :

Further, in case the Purchaser/s fails or neglects to take possession of the Schedule-A property as and when called upon by the Vendor as aforesaid or where physical delivery has been withheld by the Vendor on grounds of breach / default by the Purchaser/s, the Purchaser/s shall be liable to pay guarding / holding charges @ Rs.25.00 (Rupees Twenty Five only) per Sq.ft. per month of the Super Built-up area of the Schedule-A property, plus GST (if applicable), from the Deemed Date of Possession / Date of Commencement of liability to the actual date when the physical possession is taken by the Purchaser/s.

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

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

Provided that where the Purchaser/s proposes to cancel / withdraw from the project without any fault of the Vendor, the Vendor herein is entitled to forfeit the booking amount, with applicable taxes. The balance amount of money paid by the Purchaser/s shall be returned by the Vendor to the Purchaser/s within 45 (forty five) days of such cancellation.

7.6 Compensation – The Vendor shall compensate the Purchaser/s in case of any loss caused to him/her/them due to defective title of the said land, on which the project is being developed or has been developed, in the manner as provided under the Act and the claim for interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force.

Except for occurrence of a Force Majeure event, if the Vendor fails to complete or is unable to give possession of the Schedule-A property (i) in accordance with the terms of this Agreement, duly completed by the date specified in para 7.1; or (ii) due to discontinuance of Vendor business as a developer on account of suspension or revocation of the registration under the Act, or for any other reason; the Vendor shall be liable, to return the total amount received by them in respect of the Schedule-A property, with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act within 45 (forty five) days of it becoming due.

Provided that where if the Purchaser/s does not intend to withdraw from the Project, the Vendor shall pay the Purchaser/s interest at the rate prescribed in the Rules for every month of delay, till the handing over the possession of the Schedule-A property which shall be paid by the Vendor to the Purchaser/s within 45 (forty five) days of it becoming due.



: 17 :

8. REPRESENTATIONS AND WARRANTIES OF THE VENDOR

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

- A. That if the Vendor avoids, neglects and/or fails to perform the acts as stipulated and register the necessary Sale Deed in favour of the Purchaser/s and/or his/her/their nominee/s with respect to the Schedule-A property, then the Purchaser/s shall be entitled to execute and register necessary legal Sale Deed through the process of law and the Vendor shall be liable for the entire cost of the suit.
- B. That the Vendor covenants that the property hereby agreed to be conveyed in favour of the Purchaser/s and/or his/her/their nominees will be free from all encumbrances whatsoever and in the event of any contrary the Vendor shall be liable to make good the loss or injury which the Purchaser/s may suffer or sustain in consequence thereof.
- C. That the Vendor further undertakes to take all actions and to execute all documents required to be done or executed for fully assuring right, title and interest of the Purchaser/s to the property to be conveyed at the cost of Purchaser/s.
- D. That after execution of the Sale Deed with respect to the Schedule - A property in favour of the Purchaser/s, he/she /they shall have the right to get his/her/their name mutated with respect to the said Schedule - A property with appropriate authority and shall pay such taxes as may be levied upon him/her/them from time to time though the same has not yet been assessed.
- E. That after execution of the Sale Deed with respect to the Schedule - A property in favour of the Purchaser/s, he/she/they shall have the right to sale, gift, mortgage transfer otherwise of the Schedule - A property or let-out or lease-out the Schedule - A property to whomsoever.
- F. The Vendor has absolute, clear and marketable title with respect to the said land, the Vendor has requisite rights to carry out development upon the said land and absolute, actual, physical and legal possession of the said land for the project;
- G. The Vendor has lawful rights and requisite approvals from the competent authorities to carry out development of the Project;
- H. There are no encumbrances upon the said land or the Project;

: 18 :

I. All approvals, licenses and permits issued by the competent authorities with respect to the project, said land are valid and subsisting and have been obtained by following due process of law. Further, the 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 Apartments and common areas;

J. That the Vendor shall have the exclusive right over the top roof of the building;

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

L. 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 Schedule-A property which will, in any manner, affect the rights of Purchaser/s under this Agreement;

M. The Vendor confirms that the Vendor is not restricted in any manner whatsoever from selling the Schedule-A property to the Purchaser/s in the manner contemplated in this Agreement;

N. At the time of execution of the Sale Deed the Vendor shall handover lawful, vacant, peaceful, physical possession of the Schedule-A property to the Purchaser/s and the common areas to the Association of Purchasers or the competent authority, as the case may be;

O. 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 till the filing of the application of occupancy/ completion certificate has been issued and possession of the flats/ shop rooms/ premises/ units/ parking spaces, as the case may be, along with, common areas (equipped with all the specification, amenities and facilities) has been handed over to the Purchaser/s and the Association of Purchasers or the competent authority, as the case may be;

P. 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.

: 19 :

9. COMPLIANCE

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

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

C. That the maintenance charge will be applicable from the date of registration and/or handover of the flats/ shop rooms/ premises/ units/ parking spaces, whichever is earlier on the Super Built-up Area along with applicable G.S.T thereon per month till the time an executive body or any other authority of the apartment is formed to take care of the common maintenance of the building.

That if there remains any balance with the Vendor on account of maintenance at the time of handing over charge of maintenance of the building complex to the owners/occupants of the building, then the balance amount will be handed over by the Vendor to Association of Purchasers in the name of the Purchaser/s.

10. EVENTS OF DEFAULTS AND CONSEQUENCES

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

(i) Vendor fails to provide ready to move in possession of the Schedule-A Property to the Purchaser/s within the time period specified in paragraph 7.1 or fails to complete the project within the stipulated time disclosed at the time of registration of the project with the authority. For the purpose of this paragraph, ready to move in possession shall mean that the flats/ shop rooms/ premises/ units/ parking spaces shall be in a habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the parties, and for which occupation certificate and completion certificate, as the case may be, has been applied before the competent authority;

(ii) Discontinuance of the Vendor business as a developer on account of suspension or revocation of its registration under the provisions of the Act or the rules or regulations made thereunder.

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b. In case of Default by Vendor under the conditions listed above, the Purchaser/s is entitled to the following :

- (i) Stop making further payments to the Vendor as demanded by the Vendor. If the Purchaser/s stops making payment, then the Vendor shall correct the situation by completing the construction milestones and only thereafter the Purchaser/s be required to make the next payment without any interest; or.
- (ii) The Purchaser/s 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/s under any head whatsoever towards the purchase of the Schedule-A property, along with interest at the rate prescribed in the Rules within 45 (forty five) days of receiving the termination notice;

Provided that where an Purchaser/s does not intend to withdraw from the project or terminate the Agreement, he/she/they shall be paid, by the Vendor, interest at the rate prescribed in the Rules, for every month of delay till the handing over of the possession of the Schedule-A property.

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

That in case of default in payment of balance amount within the stipulated period as aforesaid or non observance and compliance of any of the terms and conditions hereof the Vendor shall be at liberty to terminate this agreement and forfeit the booking amount together with the proportionate interest liability, GST and other Government Taxes and shall be at liberty to dispose of the Schedule-A property in such manner and to such person as they may think fit and the purchaser shall not be entitled to question or dispute such sale by the Vendor on any ground whatsoever or claim any amount whatsoever on this account.

11. CONVEYANCE OF THE SAID SCHEDULE-A PROPERTY

The Vendor on receipt of Consideration Amount of the Schedule-A property from the Purchaser/s and other amounts elsewhere herein mentioned, shall execute a conveyance deed and convey the title of the Schedule-B property together with proportionate indivisible share in the common areas within 3 (three) months from the date of application of the occupancy certificate or the completion certificate, as the case may be, to the Purchaser/s.

: 21 :

Provided that, in the absence of local law, the conveyance deed in favour of the Purchaser/s shall be carried out by the Vendor within 3 (three) months from the date of application of occupancy certificate/completion certificate. However, in case the Purchaser/s fails to deposit the stamp duty and/or registration charges within the period mention in the notice, the Purchaser/s authorized the Vendor to withhold registration of the conveyance deed in his/her/their favour till payment of stamp duty and registration charges to the Vendor is made by the Purchaser/s.

12. MAINTENANCE

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 Purchasers upon the filing of the application of the completion certificate of the project subject to the payment of maintenance charges as per paragraph 9C.

13. DEFECT LIABILITY

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the 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/s from the date of handing over possession, it shall be the duty of the Vendor to rectify such defects without further charge, within 30 days and in the event of Vendor failure to rectify such defects within such time, the aggrieved Purchaser/s shall be entitled to receive appropriate compensation in the manner as provided under the Act.

14. RIGHT TO ENTER FOR REPAIRS

The Vendor or the Association of Purchasers shall have right of unrestricted access of all Common Areas, garages / covered parking and utility spaces for providing necessary maintenance services and the Purchaser/s agrees to permit the Association of Purchasers and/or maintenance agency to enter into the Schedule-A property 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 Project, shall be earmarked for purposes such as parking spaces and services including but not limited to transformer, DG set rooms, underground water tanks, fire fighting pumps and equipments etc. and other permitted uses as per sanctioned plans. The Purchaser/s shall not be permitted to use the services areas in any manner whatsoever, other than those earmarked as parking spaces and the same shall be reserved for use by the association of Purchaser/s formed by the Purchaser/s for rendering maintenance services.

: 22 :

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

a. The Purchaser/s shall, after taking possession, be solely responsible to maintain the Schedule-A property 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 flats/ shop rooms/ premises/ units/ parking spaces, 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 Schedule-A property, and keep the Schedule-A property, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.

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

c. The Purchaser/s 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 the association of Purchaser/s. The Purchaser/s shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

17. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES

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

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 after the building plan layout plan, sanction plan and specifications, amenities and facilities has been approved by the competent authorities and disclosed, except for as provided in the Act.

: 23 :

19. VENDOR SHALL NOT MORTGAGE OR CREATE A CHARGE

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

20. THE RELEVANT STATE ACT

The Vendor has assured the Purchaser/s that the project in its entirety is in accordance with the provisions of the prevailing Law of the Land.

21. BINDING EFFECT

Forwarding this Agreement to the Purchaser/s by the Vendor does not create a binding obligation on the part of the Vendor or the Purchaser/s until, the Purchaser/s signs and delivers this Agreement with all the schedules and annexure along with the payments due as stipulated in the Payment Plan within 30 days from the date of receipt by the Purchaser/s and appears for registration of the same before the concerned Registering authority as and when intimated by 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/s and/or fails to appear before the concerned Registering authority for registration as and when intimated by Vendor, then the Vendor shall serve a notice to the Purchaser/s for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Purchaser/s, application of the Purchaser/s shall be treated as cancelled and all sums deposited by the Purchaser/s in connection therewith, including the booking amount, shall be returned to the Purchaser/s after deducting the taxable amount borne by the Vendor without any interest or compensation whatsoever.

22. ENTIRE AGREEMENT

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

: 24 :

23. RIGHT TO AMEND

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

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

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

25. WAIVER NOT A LIMITATION TO ENFORCE

a. 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/s in not making payments as per the Payment Plan including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Purchaser/s that exercise of discretion by the Vendor in the case of one Purchaser/s 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.

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

26. SEVERABILITY

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made there under 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 may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

: 25 :

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

Wherever in this Agreement it is stipulated that the Purchaser/s has to make any payment, in common with other Purchaser/s (s) in Project, the same shall be the proportion which the carpet area of the Schedule-A property bears to the total carpet area of all the flats/ shop rooms/ premises/ units/ parking spaces in the Project.

28. FURTHER ASSURANCES

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

29. PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by the Vendor at the Office of the Vendor or at some other place, which may be mutually agreed between the Vendor and the Purchaser/s.

30. NOTICES

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

: 26 :

31. JOINT PURCHASERS

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

32. SAVINGS

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

33. GOVERNING LAW

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the Act and the Rules and regulations made there under including other applicable laws of India for the time being in force.

34. DISPUTE RESOLUTION

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



: 27 :

SCHEDULE - A

[Description of Apartment and Parking]

All that _____, being No. _____, having Carpet Area of _____ Sq.ft. (Super Built-up Area _____ Sq.ft.) at _____ Floor in Block-____ building and the right to park one car in the Parking Space No.____ measuring _____ Sq.ft. at Ground Floor of the building known as " DWARIKA HIGHGROVE " together with undivided proportionate right in all that piece or parcel of land measuring 1.39 Acres on which the said building stands, forming part of R.S. Plot Nos.86, 85, 47 and 48 corresponding to L.R. Plot Nos.544, 545, 333 and 334, recorded in R.S. Khatian Nos. 845/1, 845/3, 845/5, 845/7, 285/1 and 282/1 corresponding to L.R. Khatian No.2663, situated within Mouza - Dabgram, J.L. No.2, Pargana - Baikunthapur, R.S. Sheet No.5 corresponding to L.R. Sheet No.5, Sevoke Road, located in the zone Orbit Mall to Salugara Bazar, bearing Holding No.92/684/1 in Ward No.42 of Siliguri Municipal Corporation Area, P.S. - Bhaktinagar, District - Jalpaiguri.

The said Residential Flat is bound and butted as follows: -

North :

South :

East :

West :

The said Parking Space/s is bound and butted as follows: -

North :

South :

East :

West :



: 28 :

SCHEDULE - B

[Floor Plan of Apartment and Parking]



: 29 :

SCHEDULE - C**INSTALLMENT PAYMENT PLAN**

| | |
|---|-----|
| On Booking/Agreement | 10% |
| On Foundation | 20% |
| On Lower Ground & Upper Ground Floor Roof Casting | 15% |
| On First & Second Floor Roof Casting | 15% |
| On Third & Fourth Floor Roof Casting | 15% |
| On Fifth & Sixth Floor Roof Casting | 10% |
| On Brick and Plaster of Purchased Unit | 10% |
| On Registration or handover | 5% |

All payments under installment payment plan shall be made within a maximum period of 10 days of issue of demand letter or mail, otherwise interest applicable as per rule shall be charged. In case payment is not made for two months from the demand date then the booking can be cancelled at the sole discretion of the Vendor. The Vendor shall deduct booking amount plus applicable GST on the amount so received till such time and refund the balance payment, without any interest thereon.

All payment received after due date will be first applied towards applicable interest and other sums if any due and thereafter towards the installment. No payment will be received after due date without the payment of applicable interest if any.

: 30 :

IN WITNESSES WHEREOF THE PARTIES HERETO HAVE PUT THEIR RESPECTIVE SIGNATURES ON THIS INDENTURE ON THE DAY MONTH AND YEAR FIRST ABOVE WRITTEN.

WITNESSES :

1.

The contents of this document have been gone through and understood personally by the Vendor and the Purchaser/s

PLATINUM HEIGHTS
Hindoo
Partner

VENDOR

2.

PURCHASER/S

Drafted as per the instructions of the parties and printed in the Office of Kamal Kumar Kedia & Associates, Siliguri.

Read over and explained the contents to the parties by me.

Rahul Kedia
Advocate, Siliguri.
E.No.F/1379/1449/2017.