

AGREEMENT FOR SELL

**THIS DEED OF AGREEMENT FOR SELL IS MADE ON THIS THE _____ DAY
OF _____ 2023.**

BY AND BETWEEN

SRI ARUN KUMAR JAISWAL [PAN : ADFPJ8157K] & [AADHAAR : 2436 4972 2799], son of Late Birju Prasad Jaiswal, Hindu by religion, Business by occupation, Indian by citizenship, residing at Shes Basanta Road, Jyoti Nagar, Sevoke Road, Ward No. 41 of Siliguri Municipal Corporation, P.O. Sevoke Road, P.S. Bhaktinagar, Pin – 734001, District Jalpaiguri, in the State of West Bengal, India - hereinafter called the “**VENDOR / FIRST PARTY**” (which expression shall mean and include unless excluded by or repugnant to the context his, executors, successors, administrators, legal representatives and assigns) of the “**FIRST PART**”.

AND

ANKIT BEGRAJ JI CONSTRUCTIONS PRIVATE LIMITED [PAN : AATCA8177G], a Private Limited Company, registered under the Indian Companies Act, 2013, bearing Certificate of Incorporation No. U45202WB2020PTC238744, Dated 07/08/2020, having its registered Office at Shanti Warehouse, 3rd Mile, Sevoke Road, Ward No. 42 of Siliguri Municipal Corporation, P.O. Salugara, P.S. Bhaktinagar, Pin – 734008, District Jalpaiguri, in the State of West Bengal, India and represented by one of its **DIRECTOR - SRI ANKIT MITTAL [PAN : BEYPM6343D] & [AADHAAR : 5141 1356 5733]**, son of Sri Rajendra Mittal alias Rajendra Kumar Agarwal, Hindu by religion, Business by occupation, Indian by citizenship, residing at Shanti Warehouse, 3rd Mile, Sevoke Road, Ward No. 42 of Siliguri Municipal Corporation, P.O. Salugara, P.S. Bhaktinagar, Pin – 734008, District Jalpaiguri, in the State of West Bengal, India - hereinafter called the “**DEVELOPER / PROMOTER / CONFIRMING PARTY / SECOND PARTY**” (which expression shall mean and include unless excluded by or repugnant to the context its director, authorized signatory, successors in office, legal representatives, administrators and assigns) of the “**SECOND PART**”.

AND

[If the Purchaser is a Company]

M/S _____, [PAN : _____], a Private Limited Company, registered under the Indian Companies Act, (1956 or 2013 as the case may be), bearing Certificate of Incorporation No. _____, Dated _____, having its registered office at _____, P.O. _____, P.S. _____, Pin - _____, Dist. _____, in the State of _____, represented by its **DIRECTOR/AUTHORISED SIGNATORY - _____ [PAN : _____] & [AADHAAR - _____]** duly authorized vide board resolution dated _____, son of _____, _____ by religion, _____ by occupation/profession, _____ by citizenship, residing at _____, P.O. _____, P.S. _____, Pin – _____, District _____, in the State of _____,

[If the Purchaser is a Partnership]

_____, [PAN _____], a Partnership Firm registered under the Indian Partnership Act, 1932, having its principal place of business at _____, P.O. _____, P.S. _____, Pin - _____, Dist. _____, in the State of _____ and represented by one of its **AUTHORISED PARTNER** - _____, [PAN : _____] & [AADHAAR : _____] authorised vide _____, son of _____, _____ by religion, _____ by occupation/profession, _____ by citizenship, residing at _____, P.O. _____, P.S. _____, Pin - _____, District _____, in the State of _____,

[If the Purchaser is Individual]

SRI/SMT _____ [PAN : _____] & [AADHAAR : _____], son of / wife of _____, _____ by religion, _____ by occupation/profession, _____ by citizenship, residing at _____, P.O. _____, P.S. _____, Pin - _____, District _____, in the State of _____,

[If the Purchaser is a HUF]

_____, [PAN : _____] a Hindu Undivided Family (HUF), having its place of business at _____, P. O. _____, P. S. _____, Pin - _____, Dist. _____, in the State of _____, India and represented by its **KARTA - MR** _____, [PAN : _____] & [AADHAAR : _____], son of _____, _____ by religion, _____ by occupation/profession, _____ by citizenship, residing at _____, P.O. _____, P.S. _____, Pin - _____, Dist. _____, in the State of _____, India

- hereinafter called as the **“PURCHASER / ALLOTTEE”** (Which expression shall mean and include unless exclude by or repugnant to the context his/her/their/its heirs, executors, successors, administrators, legal representatives and assignees) of the **“THIRD PART”**.

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

WHEREAS:-

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

a) **VENDOR** shall mean **SRI ARUN KUMAR JAISWAL**, son of Late Birju Prasad Jaiswal, Hindu by religion, Business by occupation, Indian by citizenship, residing at Shes Basanta Road, Jyoti Nagar, Sevoke Road, Ward No. 41 of Siliguri Municipal Corporation, P.O. Sevoke Road, P.S. Bhaktinagar, Pin – 734001, District Jalpaiguri, in the State of West Bengal, India.

b) **DEVELOPER / PROMOTER / CONFIRMING PARTY** shall mean **ANKIT BEGRAJ JI CONSTRUCTION PRIVATE LIMITED**, a Private Limited Company, registered under the

Indian Companies Act, 2013, bearing Certificate of Incorporation No. U45202WB2020PTC238744, Dated 07/08/2020, having its registered Office at Shanti Warehouse, 3rd Mile, Sevoke Road, Ward No. 42 of Siliguri Municipal Corporation, P.O. Salugara, P.S. Bhaktinagar, Pin – 734008, District Jalpaiguri, in the State of West Bengal, India and represented by one of its **DIRECTOR - SRI ANKIT MITTAL**, son of Sri Rajendra Mittal alias Rajendra Kumar Agarwal, Hindu by religion, Business by occupation, Indian by citizenship, residing at Shanti Warehouse, 3rd Mile, Sevoke Road, Ward No. 42 of Siliguri Municipal Corporation, P.O. Salugara, P.S. Bhaktinagar, Pin – 734008, District Jalpaiguri, in the State of West Bengal, India.

c) **PURCHASER** shall mean **SRI** _____ [**PAN** : _____] & [**AADHAAR** : _____], son of _____, Hindu by religion, Business by occupation, Indian by citizenship, residing at _____, P.O. _____, P.S. _____, Pin – _____, District _____, in the State of _____.

d) **BUILDING** shall mean all that **Lower Ground + Elevated Ground + 7 Storied Residential cum Commercial Building Complex** TOGETHERWITH all that the piece and parcel of revenue redeemed land there unto belonging whereon or on part whereof the same is would erect and building containing an area measuring 1.20 Acres comprised in R.S. Plot No. 18 & 19 corresponding to L.R. Plot No. 360 & 361, recorded in R.S. Khatian No. 840/11, 840/13 & 840/17 corresponding to L.R. Khatian No. 997, J.L. No. 02, R.S. Sheet No. 4 corresponding to L.R. Sheet No. 4 situated at Dabgram – I Gram Panchayet Area, within Mouza – Dabgram, Dist. Jalpaiguri, more fully and wherever the context so permits or intends shall including the building thereon.

e) **PLAN** shall mean the Building Plan approved from Jalpaiguri Zilla Parishad, Jalpaiguri on 07/12/2020 for a Lower Ground + Elevated Ground + 7 Storied Residential Cum Commercial Building consisting of total three Blocks on land measuring 1.20 Acres as more particularly described in the Schedule - A below.

f) **APARTMENT/UNIT** shall mean one **Flat/Shop Room/Office Room/Parking [Open/Covered]**, forming such as within the building would erect situated at Eastern Bye Pass Road, P.O. Salugara, within P.S. Bhaktinagar, comprised in R.S. Plot No. 18 & 19 corresponding to L.R. Plot No. 360 & 361, recorded in R.S. Khatian No. 840/11, 840/13 & 840/17 corresponding to L.R. Khatian No. 997, J.L. No. 02, R.S. Sheet No. 4 corresponding to L.R. Sheet No. 4 situated at Dabgram – I Gram Panchayet Area, within Mouza – Dabgram, Dist. Jalpaiguri.

g) **UNDIVIDED SHARE** shall mean the undivided impartibly proportionate share in the land comprised in R.S. Plot No. 18 & 19 corresponding to L.R. Plot No. 360 & 361, recorded in R.S. Khatian No. 840/11, 840/13 & 840/17 corresponding to L.R. Khatian No. 997, J.L. No. 02, R.S. Sheet No. 4 corresponding to L.R. Sheet No. 4 situated at Dabgram – I Gram Panchayet Area, within Mouza – Dabgram, Dist. Jalpaiguri, attributable and allocable as against any unit as aforesaid, or relating thereto, the same being a part thereof in fact.

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

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

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

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

l) DEVELOPMENT AGREEMENT shall mean a Development Agreement is done for development by and between the Vendor and Developer on this the 08th Day of December, 2020. The Development Agreement is duly registered by virtue of Deed No. I-1573 for the year 2020 an entered into Book No. I, Volume No. 0702-2020, Pages 39250 to 39290 and registered at the Office of the District Sub – Registrar, Jalpaiguri, Dist. Jalpaiguri.

m) PROPORTIONATE SHARE shall mean the proportion which the built-up area of the said apartment/unit bears to the total built-up area of the said Building.

WHEREAS the **VENDOR - SRI ARUN KUMAR JAISWAL**, son of Late Birju Prasad Jaiswal had acquired by way of purchase, for valuable consideration and is the sole, absolute and exclusive owner in peaceful possession of all that pieces and parcels of the:-

Land Measuring 1 Bigha 4 Cotta or 0.3960 Acres, in part of R.S. Plot No's. 18 & 19, recorded in R.S. Khatian No. 840/11, under R.S. Sheet No. 04, J.L. No. 02, Touzi No. 03, situated at Mouza - Dabgram, Pargana - Baikunthapur, P.S. Bhaktinagar, under Gram Panchayat Area, S.R. Office & District Jalpaiguri, by virtue of Deed of Conveyance, being Deed No. I-1784 for the year 2001 and registered in the Office of the Sub-Registrar Rajganj, Dist. Jalpaiguri duly executed by 1. MRS. RAMA CHAWALA, wife of Mr. Vijay Kumar Chawla of C/o M/S Chhawachharia & Co. of Nagrakata, P.S. Nagrakata, Dist. Jalpaiguri and represented by and through her CONSTITUTED ATTORNEY – MR. DEEPAK DUA alias MR. V.D. DUA, son of Mr. Jit Singh Dua alias Mr. A. Dua, Manager of Bagdogra Tea Estate, Dist. Darjeeling, vide General Power of Attorney, executed on 10th day of June 1999 at Haryana & 2. MRS. KAROBI CHOWDHURI, wife of Mr. Prabal Chowdhuri of 343 Garia Gardens Kolkata 700084 and

represented by and through her CONSTITUTED ATTORNEY – MR. DEEPAK DUA alias MR. V.D. DUA, son of Mr. Jit Singh Dua alias Mr. A. Dua, Manager of Bagdogra Tea Estate, Dist. Darjeeling, vide Special Power of Attorney, executed on 07th Day of May, 1999, by virtue of Document No. 378 for the year 1999 registered in the Office of The Sr. Sub-Registrar Dibrugarh, Assam.

AND WHEREAS a TITLE SUIT NO. 197/2018 was filed IN THE COURT OF LD. CIVIL JUGDE JUNIOR DIVISION AT JALPAIGURI by SRI ARUN KUMAR JAISWAL, son of Late Birju Prasad Jaiswal (Plaintiff) VS. 1. SMT. KORBI CHOUDHURY, wife of Probal Choudhury, 2. SMT. RAMA CHAWLA, wife of Sri Vijay Kumar Chawla, 3. SRI SUBHAS KUNDU, son of Sri Subal Chandra Kundu, 4. SRI UTTAM SAHA, son of Khoka Saha & 5. SRI GOUTAM SAHA, son of Khoka Saha (Defendants) and thereafter VIDE ORDER NO. 16 DATED 12/10/2020 The Ld. Court was finally passing a decree to dispose off the aforesaid title suit after amicably settled the disputes between Plaintiff and Defendants with Compromise Petition which is the part of decree of The Ld. Court.

Land Measuring 0.735 Acres, in part of R.S. Plot No's. 18 & 19, recorded in R.S. Khatian No's. 840/11, 840/13 & 840/17, under R.S. Sheet No. 04, J.L. No. 02, Touzi No. 03, situated at Mouza - Dabgram, Pargana - Baikunthapur, P.S. Bhaktinagar, under Gram Panchayat Area, S.R. Office & District Jalpaiguri, by virtue of Deed of Conveyance, being Deed No. I-1785 for the year 2001, executed on 09/04/2001, recorded in Book No. I, Volume No. 23, Pages from 169 to 174 and registered in the Office of the Sub-Registrar Rajganj, Dist. Jalpaiguri duly executed by 1. MR. RAJIV KRISHAN PURI, son of Late Kewal Krishan Puri of Akshay Jyoti Apartment, Don Bosco School, P.S. Bhaktinagar, Dist. Jalpaiguri, 2. SMT PRAVATI GHOSH ALIAS PRABHATI GHOSH, wife of Sri Sandeep Ghosh of Assam Branch India Tea Association, Dibrugarh Zone and represented by and through her CONSTITUTED ATTORNEY - SMT. NANDITA CHATTERJEE ALIAS BABY CHATTERJEE, wife of Sri Samar Nath Chatterjee alias Samarandra Nath Chatterjee, vide General Power of Attorney, executed on 08th day of March 2001, by virtue of G.P. No. 152 for the year 2001 registered in the Office of The Sr. Sub-Registrar, Dibrugarh, Assam & 3. SMT. NANDITA CHATTERJEE ALIAS BABY CHATTERJEE, wife of Sri Samar Nath Chatterjee alias Samarandra Nath Chatterjee of Akshaya Tara Building, 2nd Mile, Sevoke Road, P.S. Bhaktinagar, Dist. Jalpaiguri.

Land Measuring 10 ½ Decimal or 0.105 Acres, in part of R.S. Plot No's. 18 & 19, recorded in R.S. Khatian No's. 840/11 & 840/17, under R.S. Sheet No. 04, J.L. No. 02, Touzi No. 03, situated at Mouza - Dabgram, Pargana - Baikunthapur, P.S. Bhaktinagar, under Gram Panchayat Area, S.R. Office & District Jalpaiguri, by virtue of Deed of Conveyance, being Deed No. I-2295 for the year 2001, executed on 24th day of May 2001, recorded in Book No. I, Volume No. 27, Pages from 271 to 274 and registered in the Office of the District Sub-Registrar Jalpaiguri, Dist. Jalpaiguri duly executed by SMT KABITA DUTTA, wife of Sri Arun Dutta of Banarhat Tea Garden, P.S. Banarhat, Dist. Jalpaiguri.

Land Measuring 6 Cotta 14 Chhatak or 0.1134 Acres, in part of R.S. Plot No's. 18 & 19, recorded in R.S. Khatian No's. 840/11, under R.S. Sheet No. 04, J.L. No. 02, Touzi No. 03, situated at Mouza - Dabgram, Pargana - Baikunthapur, P.S. Bhaktinagar, under Gram Panchayat Area, S.R. Office & District Jalpaiguri, by virtue of Deed of Conveyance, being Deed No. I-2296 for the year 2001, executed on 24th day of May 2001, recorded in Book No. I, Volume No. 27, Pages from 275 to 278 and registered in the Office of the District Sub-Registrar Jalpaiguri, Dist. Jalpaiguri duly executed by MRS. KUMKUM PURI, wife of Mr. Narendra Kumar Puri of Vernon Lodge, Coach Behar Road, P.S. & Dist. Darjeeling.

AND WHEREAS by virtue of aforesaid four separate Deed of Conveyance, being **Document No's. I-1784 of 2001, I-1785 of 2001, I-2295 of 2001 and I-2296 of 2001** the aforesaid **VENDOR - SRI ARUN KUMAR JAISWAL** became the sole, absolute & exclusive owner of all that piece or parcel of the aforesaid land in total measuring $0.3960 + 0.735 + 0.105 + 0.1134 = 1.3494$ Acres, but now the above named **VENDOR**, only in possession of land measuring **1.20 Acres**, having permanent, heritable & transferable right, title & interest therein and have been possessing the same peacefully without any objections, disturbances or interference from anybody whomsoever being free from all encumbrances and charges whatsoever in part of R.S. Plot No's. 18 & 19, recorded in R.S. Khatian No's. 840/11, 840/13 & 840/17 under R.S. Sheet No. 04, J.L. No. 02, Touzi No. 03, situated at Mouza - Dabgram, Pargana - Baikunthapur, P.S. Bhaktinagar, under Gram Panchayat Area, District Jalpaiguri and the aforesaid land is fully described in Schedule – "A" below.

AND WHEREAS thereafter the above-named **SRI ARUN KUMAR JAISWAL**, got his name mutated in the records of the office of Block Land & Land Reforms Officer (B.L. & L.R.O.), Rajganj, Dist. Jalpaiguri, vide **Mutation Case No. IX-II/410-D-I/02-03 dated – 13/05/2003**.

AND WHEREAS possessing the aforesaid land above named Vendor hereof **SRI ARUN KUMAR JAISWAL** duly got his name recorded in the Office of B.L. & L.R.O., Rajganj, Dist. Jalpaiguri and his name is duly recorded in L.R. Khatian No. 997 in respect of L.R. Plot No. 360 (0.83 Acres), 361 (0.37 Acres) of Mouza - Dabgram, P.S. Bhaktinagar, J.L. No. 02, L.R. Sheet No. 04 under Gram Panchayat Area, District Jalpaiguri.

AND WHEREAS thereafter the above-named **VENDOR - SRI ARUN KUMAR JAISWAL** also got **Land Use Certificate (LUC)** from the Office of the **Rajganj Panchayat Samity** to Use of land for Commercial Purposes vide **Memo No. 0028/RAJ/PS/PL dated - 12/04/2019**.

AND WHEREAS the above-named **VENDOR - SRI ARUN KUMAR JAISWAL** got **No Objection Certificate (NOC)** from the Office of the **Dabgram – I Gram Panchayet**, dated – **02/05/2019** for conversion of aforesaid land from **Sahari & Dahala to Bastu (for commercial use)**.

AND WHEREAS thereafter the above named **VENDOR - SRI ARUN KUMAR JAISWAL** also got his land converted from **Sahari to Commercial Bastu** in respect of L.R. Plot No. 360 (0.8300 Acres) and from **Dahala to Commercial Bastu** in respect of L.R. Plot No. 361 (0.3700 Acres) respectively recorded in L.R. Khatian No. 997, situated within Mouza - Dabgram, J. L.

No. 02, L.R. Sheet No. 04, Pargana-Baikunthapur, under Gram Panchayat Area, P.S. Bhaktinagar in the district of Darjeeling vide **Memo No. 209/XIII-27/870/LMS-II/DLLRO/JAL/19 Dated 25/10/2019** in the Office of the **D.L. & L.R.O, Jalpaiguri**.

AND WHEREAS the Vendor hereof **ARUN KUMAR JAISWAL** had got the Building Plan approved from Jalpaiguri Zilla Parishad, Jalpaiguri on 07/12/2020 and Dabgram-I Gram Panchayat being No. 10/Building Plan/Dab-I/2020 dated 30/12/2020 approved on 13/01/2021 for a Lower Ground + Elevated Ground + 7 Storied Residential Cum Commercial Building consisting of three blocks on land measuring 1.20 Acres as more particularly described in the Schedule - A below.

AND WHEREAS thereafter the aforesaid VENDOR - SRI ARUN KUMAR JAISWAL being desirous to developed his aforesaid land into Residential cum Commercial building complex has appointed to ANKIT BEGRAJ JI CONSTRUCTION PRIVATE LIMITED, a Private Limited Company, as a Developer/Promoter for construction/development of a Proposed Lower Ground + Elevated Ground + 7 Storied Residential cum Commercial Building on the aforesaid total plot of land measuring 1.20 Acres by virtue of Development Agreement, vide Deed No. I-1573 for the year 2020, recorded in Book No. I, Volume No. 0702-2020, Pages from 39250 to 39290 and registered in the office of the D.S.R. Jalpaiguri, Dist. Jalpaiguri.

AND WHEREAS the Said Land is earmarked for the purpose of a construction of Residential cum Commercial building complex, Lower Ground + Elevated Ground + 7 storied building in three blocks and the said project shall be known as **“ATMOSPHERE HAPPY HOMES”**.

AND WHEREAS the Vendor & Developer has already is in process of construction of the said Proposed Lower Ground + Upper Ground + 7 Storied Residential cum Commercial Building divided into several independent residential flat/shop room/office space/parking space.

AND WHEREAS the Vendor & Developer has formulated a scheme to enable a person/persons/party intending to have own ownership of apartment/unit in the said Building along with undivided proportionate share in the land mentioned in Schedule - A and the common areas in the said Building such as the landings, staircase, common passage in the building.

AND WHEREAS the Vendor & Developer herein have decided or offer to sell and the Purchaser/s herein have agreed to purchase all that **One Flat Premises** measuring **Rera Carpet Area: _____ Sq. Ft., Built up Area: _____ Sq. Ft. & Super Built-up Area: _____ Sq. Ft.** being **Flat No. _____**, at _____ **Floor** of **Block No. _____** together with **One Covered/Open Parking Space** [if applicable] measuring more or less about _____ **Sq. Ft.**, being **Parking No. _____** at _____ **Floor** of **Block No. _____** of the Complex named & designed as **“ATMOSPHERE HAPPY HOMES”**, 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.

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

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

C. 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.

D. 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.

E. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Vendor & Developer hereby agrees to sell and the Purchaser/s hereby agrees to purchase the Apartment/Unit, as fully described in Schedule – B below.

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 & Developer agrees to sell to the Purchaser/s and the Purchaser/s hereby agrees to purchase, the aforesaid apartment/unit as described in SCHEDULE – “B” below.

The Total Price for the apartment/unit based on the carpet area is Rs. _____/-
(Rupees _____) only (Total price) (Give break up and description):

Block No. _____	
Flat/Shop/Office/Parking No. _____	
Type _____ [residential/commercial]	
Floor _____	

*provide breakup of the amounts such as cost of apartment/unit, proportionate cost of common areas, preferential location charges, taxes etc.

AND [if/as applicable]

Open/Covered Parking-1	Price for 1
Open/Covered Parking-2	Price for 2

Explanation:

- a. The Total Price above includes the booking amount paid by the Purchaser/s to the Vendor & Developer towards the apartment/unit.
- b. The Total Price above excludes Taxes, GST or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Purchaser/s to the Vendor & Developer up to the date of handing over the possession of the apartment/unit.

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

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

The Total Price is escalation-free, save and except increases which the Purchaser/s hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Vendor & Developer undertakes and agrees that while raising a demand on the Purchaser/s for increase in development charges, cost/charges imposed by the competent authorities, the Vendor & Developer shall enclose the said notification order/rule/regulation to that effect along with the demand letter being issued to the Purchaser/s, 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 & Developer shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and

amenities described therein in respect of the apartment, plot or building, as the case may be, without the previous written consent of the Purchaser/s. Provided that the Vendor & Developer 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.

Subject to Clause 9.3 the Vendor & Developer agrees and acknowledges the Purchaser/s shall have the right to the Apartment as mentioned below:

- i. The Purchaser/s shall have exclusive ownership of the Apartment.
- ii. The Purchaser/s shall also have undivided proportionate share in the Common Areas. Since the share / interest of Purchaser/s in the Common Areas is undivided and cannot be divided or separated, the Purchaser/s 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/s 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 & Developer shall convey undivided proportionate title in the common areas to the association of Purchasers as provided in the Act.
- iii. 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 & Developer and the Purchaser/s agrees that the apartment/unit 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/s. It is clarified that Project facilities and amenities shall be available only for use and enjoyment of the Purchasers of the Project.

It is understood by the Allottee that all other areas and i.e., areas and facilities falling outside the Project, namely "ATMOSPHERE HAPPY HOMES" shall not form a part of the declaration to be filed with the Competent Authority in accordance with the West Bengal Apartment Ownership Act, 1972.

The Vendor & Developer agrees to pay all outgoings before transferring the physical possession of the apartment/unit 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, banks and financial institutions, which are related to the project). If the Vendor & Developer fails to pay all or any of the outgoings collected by it from the Purchaser/s or any liability, mortgage loan and

interest thereon before transferring the apartment/unit to the Purchaser/s, the Vendor & Developer agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefore by such authority or person.

The Purchaser/s has paid a sum of **Rs _____/- [Rupees _____]** only as booking amount being part payment towards the Total Price of the apartment/unit at the time of application the receipt of which the Vendor & Developer hereby acknowledges and the Purchaser/s hereby agrees to pay the remaining price of the apartment/unit as prescribed in the Payment Plan as may be demanded by the Vendor & Developer within the time and in the manner specified therein.

Provided that if the Purchaser/s 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 & Developer abiding by the construction milestones, the Purchaser/s shall make all payments, on demand by the Vendor & Developer, within the stipulated time as mentioned in the Payment Plan through A/c Payee Cheque/Demand Draft or Online Payment (as applicable) in favour of **ANKIT BEGRAJ JI CONSTRUCTIONS PRIVATE LIMITED** payable at Siliguri.

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES

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 and Rules and Regulations made thereunder 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 & Developer with such permission, approvals which would enable the Vendor & Developer to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The 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 shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

The Vendor & Developer accepts no responsibility in this regard. The Purchaser/s shall keep the Vendor & Developer 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 & Developer immediately and comply with necessary formalities if any under the applicable laws. The Vendor & Developer 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 & Developer shall be issuing the payment receipts in favour of the Purchaser/s only.

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS

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

5. TIME IS ESSENCE

Time is of essence for the Vendor & Developer as well as the Purchaser/s. The Vendor & Developer shall abide by the time schedule for completing the project and handing over the Apartment to the Purchaser/s 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/s shall make timely payments of the installment and other dues payable by him/her/their/its and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Vendor & Developer as provided in **Schedule - C ("Payment Plan")**.

6. CONSTRUCTION OF THE PROJECT/ APARTMENT

The Purchaser/s has seen the specifications of the apartment/unit 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 & Developer. The Vendor & Developer shall develop the Project in accordance with the said layout plans, floor plans and specifications. Subject to the terms in this Agreement, the Vendor & Developer undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed 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 & Developer shall constitute a material breach of the Agreement.

7. POSSESSION OF THE APARTMENT/UNIT

Schedule for possession of the said apartment/unit: The Vendor & Developer agrees and understands that timely delivery of possession of the apartment/unit is the essence of the Agreement. The Vendor & Developer, based on the approved plans and specifications, assures to hand over possession of the apartment/unit 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/s agrees that the Vendor & Developer shall be entitled to the extension of time for delivery of possession of the apartment/unit, 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 & Developer to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Vendor & Developer shall

refund to the Purchaser/s the entire amount received by the Vendor & Developer from the allotment within 45 days from that date. After refund of the money paid by the Purchaser/s, Purchaser/s agrees that he/she shall not have any rights, claims etc. against the Vendor & Developer and that the Vendor & Developer shall be released and discharged from all its obligations and liabilities under this Agreement.

Procedure for taking possession - The Vendor & Developer, upon obtaining the Occupancy Certificate* from the competent authority shall offer in writing the possession of the apartment/unit, to the Purchaser/s in terms of this Agreement to be taken within 3 (three) months from the date of issue of such notice and the Vendor/Developer shall give possession of the apartment/unit to the Purchaser/s. The Vendor & Developer 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 & Developer. The Purchaser/s agree(s) to pay the maintenance charges as determined by the Vendor & Developer/Association of Purchaser/s, as the case may be. The Vendor & Developer on its behalf shall offer the possession to the Purchaser/s in writing within days of receiving the Occupancy Certificate* of the Project.

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

Possession by the Purchaser/s - After obtaining the Occupancy Certificate* and handing over physical possession of the apartment/unit to the Purchasers, it shall be the responsibility of the Vendor & Developer to hand over the necessary documents and plans, including common areas, to the association of the Purchasers or the competent authority, as the case may be, as per the local laws.

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

Provided that where the Purchaser/s proposes to cancel/withdraw from the project without any fault of the Vendor & Developer, the Vendor & Developer herein is entitled to forfeit the booking amount paid for the allotment. The balance amount of money paid by the Purchaser/s shall be returned by the Vendor & Developer to the Purchaser/s within 45 days of such cancellation through A/c Payee Cheque/Demand Draft or Online Payment (as applicable) only.

Compensation — The Vendor & Developer shall refund the Purchaser/s 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 & Developer fails to complete or is unable to give possession of the Apartment/Unit, (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 developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Vendor & Developer shall be liable, on demand to the Purchaser/s, in case the Purchaser/s 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/unit, 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/s does not intend to withdraw from the Project, the Vendor & Developer shall pay the Purchaser/s interest at the rate specified in the Rules for every month of delay, till the handing over of the possession of the apartment/unit.

8. REPRESENTATIONS AND WARRANTIES OF THE VENDOR/DEVELOPER

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

- (i) The Vendor/Developer has absolute, clear and marketable title with respect to the said land; the requisite rights to carry out development upon the said land and absolute, actual, physical and legal possession of the said land for the Project.
- (ii) The Vendor/Developer 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/unit.
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Building are valid and subsisting and have been obtained by following due process of law. Further, the Vendor/Developer has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Building and Apartment and Common Areas.
- (vi) The Vendor/Developer has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Purchaser/s created herein, may prejudicially be affected.
- (vii) The Vendor/Developer has not entered into any agreement for sale and/or any other agreement / arrangement with any person or party with respect to the said Land, including the Project and the said apartment/unit which will, in any manner, affect the rights of Purchaser/s under this Agreement.
- (viii) The Vendor/Developer confirms that the Vendor/Developer is not restricted in any manner whatsoever from selling the said apartment/unit to the Purchaser/s in the manner contemplated in this Agreement.

(ix) At the time of execution of the conveyance deed the Vendor and Developer shall handover lawful, vacant, peaceful, physical possession of the apartment/unit to the Purchaser/s 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/Developer has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities.

(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/Developer in respect of the said Land and/or the Project.

9. EVENTS OF DEFAULTS AND CONSEQUENCES

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

a. Vendor/Developer fails to provide ready to move in possession of the apartment/unit to the Purchaser/s within the time period specified. For the purpose of this clause, ready to move in possession shall mean that the apartment/unit shall be in a habitable condition which is complete in all respects.

b. Discontinuance of the Vendor/Developer 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 thereunder.

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

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

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

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

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

a. In case the Purchaser/s fails to make payments demanded by the Vendor/Developer as per the Payment Plan annexed hereto, Purchaser/s shall be liable to pay interest to the Vendor/Developer on the unpaid amount at the rate specified by Law.

b. In case of Default by Purchaser/s under the condition listed above continues for a period beyond 2 (Two) months after notice from the Vendor/Developer in this regard, the Vendor/Developer shall cancel the allotment of the apartment/unit in favour of the Purchaser/s and refund the amount money paid to him by the Purchaser/s by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated.

10. CONVEYANCE OF THE SAID APARTMENT/UNIT

The Vendor/Developer, on receipt of complete amount of the Price of the apartment/unit under the Agreement from the Purchaser/s, shall execute a conveyance deed and convey the title of the apartment/unit 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/s fails to deposit the stamp duty, registration charges and all other incidental and legal expenses etc. so demanded within the period mentioned in the demand letter, the Purchaser/s authorizes the Vendor/Developer to withhold registration of the conveyance deed in his/her favour till full and final settlement of all dues and stamp duty and registration charges to the Vendor/Developer is made by the Purchaser/s. The Purchaser/s shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899 including any actions taken or deficiencies/penalties imposed by the competent authority (ies).

11. MAINTENANCE OF THE SAID BUILDING / PROJECT

The Vendor/Developer shall be responsible to provide and maintain essential services in the Project till the completion of the project or the maintenance until take over by the group of Purchasers.

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/Developer as per the agreement for sale relating to such development is brought to the notice of the Vendor/Developer within 3 months by the Purchaser/s from the date of handing over possession, it shall be the duty of the Vendor/Developer to rectify such defects without further charge, within 30 (thirty) days and in the event of Vendor's/Developer's failure to rectify such defects within such time, the aggrieved 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/unit on the specific understanding that is/her right to the use of Common Areas shall be subject to timely payment of total maintenance charges, as determined and thereafter billed by the maintenance agency appointed or the association of Purchasers (or the maintenance agency appointed by it) and performance by the Purchaser/s of all his/her obligations in respect of the terms and conditions specified by the maintenance agency or the association of Purchaser/s from time to time.

14. RIGHT TO ENTER THE APARTMENT/UNIT FOR REPAIRS

The Vendor/Developer/Maintenance Agency/Association of Purchasers shall have rights of unrestricted access of all Common Areas, Open/Covered Parking and parking spaces for providing necessary maintenance services and the Purchaser/s agrees to permit the Association of Purchaser/s and/or Maintenance Agency to enter into the apartment/unit 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 “**ATMOSPHERE HAPPY HOMES**”, 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, firefighting pumps and equipment’s etc. and other permitted uses as per sanctioned plans. The Purchaser/s shall not be permitted to use the services areas and the 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/UNIT:

Subject to Clause 12 above, the Purchaser/s shall, after taking possession, be solely responsible to maintain the apartment/unit 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/s 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 Residential Blocks of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Purchaser/s shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Purchaser/s shall not store any hazardous or combustible goods in the Apartment or place any heavy material in the common passages or staircase of the building. The Purchaser/s shall also not remove any wall, including the outer and load bearing wall of the apartment/unit. The Purchaser/s shall plan and

distribute its electrical load in conformity with the electrical systems installed by the Vendor/Developer and thereafter the Association of Purchaser/s and/or maintenance agency appointed by 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 PURCHASER/S

The Purchaser/s is entering into this Agreement for the allotment of an apartment/unit 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/unit, all the requirements, requisitions, demands and repairs which are required by any competent Authority in respect of the apartment/unit at his/ her own cost.

18. ADDITIONAL CONSTRUCTIONS

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

19. VENDOR/DEVELOPER SHALL NOT MORTGAGE OR CREATE A CHARGE

After the Vendor/Developer executes this Agreement, it shall not mortgage or create a charge on apartment/unit 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 such apartment/unit.

20. APARTMENT OWNERSHIP ACT

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

21. BINDING EFFECT

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

22. ENTIRE AGREEMENT

This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said apartment/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/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 Project shall equally be applicable to and enforceable against any subsequent Purchaser/s of the apartment/unit, in case of a transfer, as the said obligations go along with the apartment/unit for all intents and purposes.

25. WAIVER NOT A LIMITATION TO ENFORCE

The Vendor/Developer may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the 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/Developer in the case of one Purchaser/s shall not be construed to be a precedent and /or binding on the Vendor/Developer to exercise such discretion in the case of other Purchaser/s.

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

26. SEVERABILITY

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made 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/s 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

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

29. PLACE OF EXECUTION

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

30. NOTICES

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

_____ [Name of Purchaser/s]

_____ [Address of Purchaser/s]

ANKIT BEGRAJ JI CONSTRUCTIONS PRIVATE LIMITED

Shanti Warehouse, 3rd Mile, Sevoke Road, P.O. Salugara,
P.S. Bhaktinagar, Pin – 734008, District Jalpaiguri,

[Developer]

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

31. JOINT PURCHASERS

That in case there are Joint Purchaser/s all communications shall be sent by the Vendor/Developer 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. GOVERNING LAW

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

33. DISPUTE RESOLUTION

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

[Any other terms and conditions as per the contractual understanding between the parties, however, please ensure that such 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"

(Description of Land on which Lower Ground + Elevated Ground + 7 Storied Residential Cum Commercial Building stand)

ALL THAT PIECE OR PARCEL of total Bastu Land measuring 1.20 Acres, appertaining to RS Plot Nos. 18 & 19 corresponding to L. R. Plot Nos. 360 [0.83 Acres] & 361 [0.37 Acres], recorded in RS Khatian Nos. 840/11, 840/13 & 840/17 corresponding to L. R. Khatian No. 997, under R. S. Sheet No. 04 corresponding to L. R. Sheet No. 04, situated within Mouza-Dabgram, J. L. No. 02, Pargana-Baikunthapur, P.O. Salugara, P.S. Bhaktinagar, within Dabgram – I Gram Panchayat Area, Located at Near Manokamana Floor Mills, Eastern Bye Pass Road, under jurisdiction of Additional District Sub-Registrar Office Bhaktinagar & B. L. & L. R. O. Office Rajganj, District Jalpaiguri.

The land on which the building stands is butted and bounded as follows:-

North	:	Land of Chhap Lal Roy & Others
South	:	14 Feet wide metal Road
East	:	Land of Vendor
West	:	100 Feet wide Eastern Bye Pass Road.

SCHEDULE - "B"

(Description of Apartment/Unit Hereby Agreed to be sold by the Vendor/Developer in Favour of Purchaser/s)

ALL THAT one Residential Flat premises having Tiles Flooring, measures **Carpet Area:** _____ **Sq. Ft., Built up Area:** _____ **Sq. Ft. & Super Built-up Area:** _____ **Sq. Ft.** being **Flat No.** _____, at _____ **Floor of Block No.** _____ together with **One Covered/Open Parking Space** [if applicable] measures more or less about _____ **Sq. Ft., being Parking No.** _____ at _____ **Floor of Block No.** _____ of the Residential Cum Commercial Building

Complex named & designed as “**ATMOSPHERE HAPPY HOMES**”, with a proportionate right in the Schedule “A” land on which the apartment stands in common with 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 by the Purchaser/s)

Sl. No.	Particulars	Time	Payment Schedule
1	Booking Amount	At the Time of Booking	
2	1 st Installment	Completion of Foundation	
3	2 nd Installment	Completion of Ground Floor Roof Casting	
4	3 rd Installment	1 st Floor Roof Casting	
5	4 th Installment	2 nd Floor Roof Casting	
6	5 th Installment	3 rd Floor Roof Casting	
7	6 th Installment	4 th Floor Roof Casting	
8	7 th Installment	5 th Floor Roof Casting	
9	8 th Installment	6 th Floor Roof Casting	
10	9 th Installment	7 th Floor Roof Casting	
11	10 th Installment	Completion of Brickwork of Flat	
12	11 th Installment	Completion of inside Plaster	
13	12 th Installment	Completion of Flooring of Flat	
14	13 th Installment	On Possession	

And in addition to the aforesaid consideration the Purchaser/s shall be also liable to pay GST or any other taxes as applicable shall charge additionally and separate cheques shall be issued by the Purchaser/s in favour of Developer on time to time for each head of aforesaid payments.

- A) Maintenance Charges - Rs. _____
 B) Electric Charges - Rs. _____
 C) Legal Charges - Rs. _____

And separate cheques shall be issued by the Purchaser/s in favour of Developer for the above-mentioned heads of payment and Purchaser/s is also liable to pay GST charges extra as applicable on time to time for each head of payments.

SCHEDULE - "D"

(Description of the common areas and facilities)

- A. Stair case and stair case landing on all floors, Lift space and Lift space landings on all floors.
- B. Common entry on the floor.
- C. Water pump, water tank, water pipes and common plumbing installation.
- D. Drainage and sewerage.
- E. Boundary wall and main gate.
- F. Such other common parts, areas and equipment's, installations, fixtures and fittings and spaces in or about the said building 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.
- G. Road, passage and vacant land.
- H. Common Toilets.

SCHEDULE - "E"

(Common Expenses)

- A. All expenses for maintenance, operating, replacing, repairing, renovating, white washing, painting and repainting of the common portions and the common areas in the building including the outer walls of the building.
- B. All expenses for running and operating all machinery, lift, equipment's and installations, comprised in the common portions including water pumps including the cost of repairing renovating and replacing the same.
- C. The salaries, bonus and other emoluments and benefits of 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, electricians and other maintenance staffs.
- D. Cost of insurance premium for insuring the building and/or the common portions.
- E. All charges and deposits for supplies of common utilities to the co-owners in common.
- F. Municipal tax, water tax, and other levies in respect of the premises and the building (save those separately assessed in respect of any unit or on the Purchaser/s).
- G. Costs of formation and operation of the service organisation including the Office expenses incurred for maintaining the office thereof.

- H. Electricity charges for the electrical energy consumed for the operation of the equipment and installations for the common services and lighting the common portions including system loss for providing electricity to each unit.
- I. All litigation expenses incurred for the common purpose and relating to common use and enjoyment of the common portions.
- J. All other expenses and/or outgoings as are incurred by the vendor and/or the service organisation for the common purposes.

SCHEDULE - "F" (Specifications)

STRUCTURE	: Earthquake Resistant RCC Framed Structure with Cement AAC Blocks/Bricks Wall.
FLOORING	: Living, Dining, Master Bedroom, Bedroom and Kitchen- Vitrified Tiles.
KITCHEN	: Black Granite Top Kitchen Platform.
DOORS	: Flush Door with Door Frame in all Bedrooms and Bathrooms.
PAINTING	: Building Exterior Finish with High Quality Paints. Internal Walls and Ceiling Finished with Standard Double Coat White Putty.
WINDOWS	: Fully Glazed Powder Coated Aluminum Sliding with Clear Glass.
TOILETS	: Hot & Cold Mixer with Overhead Shower in all Bathrooms, Hind ware/Jaguar or Equivalent make, Quality Cp Fittings Hind ware/Jaguar or Equivalent make, Concealed Plumbing CPVC & UPVC Fittings, Provision for Exhaust Fan in all Bathrooms, Western Style Sanitary Ware of Hind Ware/Parry ware or Equivalent make.
ELECTRICAL	: TV Point in the Living Room and Master Bedroom, Concealed Fire Resistant Copper Wire of Reputed Brand like Havells/Finolex/Anchor or Equivalent make. Modular Switches of Reputed make like Havells/Finolex or Equivalent make. AC Points in Master Bedroom & Living/Dining Area.

SCHEDULE - "G" (Amenities)

- | | |
|---------------------------------------|------------------------------|
| a) Gymnasium, | b) CCTV Surveillance System, |
| c) Banquet Hall, | d) Game Room, |
| e) Fire Fighting & Prevention System, | f) Swimming Pool. |

SCHEDULE - "H" (Consideration of Schedule – "B" property)

Valuable consideration hereby agreed to sell and transfer the Schedule – "B" Property by the Vendor & Developer to the Purchaser/s amounts to **Rs. _____/- [Rupees _____]** only.

IN WITNESS WHEREOF the party's hereinabove named have set their respective hands and signed this Agreement for sell 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:- (including Joint Buyers)

1) _____ (Signature)	2) _____ (Signature)
_____ (Name)	_____ (Name)
_____ (Address)	_____ (Address)

SIGNED AND DELIVERED BY THE WITHIN NAMED

Vendor:-

Developer / Promoter:-

1. _____
Arun Kumar Jaiswal
 Resident of Shes Basanta Road, Jyoti Nagar,
 Sevoke Road, Ward No. 41 of S.M.C.,
 P.O. Sevoke Road -734001, P.S. Bhaktinagar,
 District Jalpaiguri, West Bengal, India.

2. _____
(Director)
Ankit Begraj Jee Construction Pvt. Ltd.
 Reg. Office at Shanti Warehouse, 3rd Mile,
 Sevoke Road, Ward No. 41 of S.M.C.,
 P.O. Salugara -734008, P.S. Bhaktinagar,
 District Jalpaiguri, West Bengal, India.

At Siliguri on _____ in the presence of:-

:-WITNESSES :-

1. _____	2. _____
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**Drafted as per the instructions of the Party and read over and explained by me to the Party
and printed in my office: -**

DEWANSHU DEV TIWARY

ADVOCATE /ENROLLMENT NO: F-279/229 of 2014

Paribar Apartment, Kanailal Dutta Road, Hakimapara, Siliguri, (W.B).