

**AGREEMENT FOR SALE**

**THIS AGREEMENT IS MADE ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, TWO THOUSAND AND TWENTY THREE (2023).**

**BY AND BETWEEN**

**(1) SMT. TATULI GHOSH, (PAN No. ADUPG9887A)**, wife of Late Sanjib Ghosh, by Occupation- Housewife, **(2) SRI. SAURAV GHOSH, (PAN No. BDCPG7105E)**, son of Late Sanjib Ghosh, by Occupation- Service, both by Religion - Hindu, by Nationality - Indian, both residing at 27/5 AJC Bose Road, Subhas Pally, Siliguri, Post Office and Police Station Siliguri, District Darjeeling, PIN-734001.

Contd...2

**(3) SRI AJIT KUMAR AGARWAL, (PAN No. ACFPA2427G)**, son of Late Raj Kumar Agarwal, by Religion - Hindu, by Nationality - Indian, residing at Usha Villa, Ward No. 13 of S.M.C., Ashrampara, Post Office and Police Station - Siliguri, Siliguri, District - Darjeeling, PIN-734001 and **(4) SRI. DEEPAK PRASAD, (PAN No. BEOPP3440Q)**, son of Late Bharat Prasad, by Religion - Hindu, by Nationality - Indian, residing at Pokajote, Champasari, Post Office -Champasari, Police Station - Pradhan Nagar, Siliguri, District Darjeeling, PIN-734003, hereinafter called the "**OWNERS**" (which term or expression shall unless excluded by or otherwise repugnant to the subject or context be deemed to mean and include their respective heirs, executors, administrators, successors, representatives and assigns) of the **FIRST PART**. The **OWNERS** are represented by their **CONSTITUTED ATTORNEY namely M/S. KALIKA CONSTRCUTION [PAN No. AASFK3988R]**, a partnership firm having its office at Kadamtala, Kali Mandir Lane, Nayabasti, Chamasari, Post Office and Police Station- Pradhan Nagar, Siliguri, District - Darjeeling, PIN - 734003, represented by one of its partners' namely **SMT. RAKHI AGARWAL[PAN No. AFTPA3213R] [AADHAAR No. 9517 5828 0369]**, wife of Sri Ajit Kumar Agarwal, by Occupation – Business, by Religion – Hindu, by Nationality – Indian, resident of Usha Villa, Ward No. 13 of S.M.C., Ashrampara, Post Office and Police Station Siliguri, Siliguri, District Darjeeling, PIN 734001 by virtue of a Development Power of Attorney dated 16<sup>th</sup> February, 2022, registered in the office of Additional District Sub-Registrar, Siliguri – II at Bagdogra and recorded in Book No. I, Volume No. 0403-2022, Page from 57170 to 57204, being No. 040301988 for the year 2022.

**AND**

**M/S. KALIKA CONSTRCUTION [PAN No. AASFK3988R]**, a partnership firm having its office at Kadamtala, Kali Mandir Lane, Nayabasti, Chamasari, Post Office and Police Station - Pradhan Nagar, Siliguri, District - Darjeeling, PIN - 734003, represented by one of its partners' namely **SMT. RAKHI AGARWAL[PAN No. AFTPA3213R] [AADHAAR No. 9517 5828 0369]**, wife of Sri Ajit Kumar Agarwal, by Occupation – Business, by Religion – Hindu, by Nationality – Indian, resident of Usha Villa, Ward No. 13 of S.M.C., Ashrampara, Post Office and Police Station Siliguri, Siliguri, District Darjeeling, PIN 734001, hereinafter called the "**PROMOTER/DEVELOPER**"(which expression shall unless executed by or

repugnant to the context by deemed to include its successors-in-office, administrators, representatives and assigns) of the **SECOND PART**.

**AND**

[If the Allottee is a company]

\_\_\_\_\_, (CIN no. \_\_\_\_\_) a company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be ], having its registered office at \_\_\_\_\_, (PAN \_\_\_\_\_), represented by its authorized signatory, \_\_\_\_\_, (Aadhaar no. \_\_\_\_\_) duly authorized vide board resolution dated \_\_\_\_\_, hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, executors, administrators and permitted assignees).

[OR]

[If the Allottee is a Partnership]

\_\_\_\_\_, a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at \_\_\_\_\_, (PAN \_\_\_\_\_), represented by its authorized partner, \_\_\_\_\_, (Aadhaar no. \_\_\_\_\_) authorized vide \_\_\_\_\_, hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, executors, administrators and permitted assignees, including those of the respective partners).

[OR]

[If the Allottee is an Individual]

Mr . / Ms. \_\_\_\_\_, (Aadhaar no. \_\_\_\_\_) son / daughter of \_\_\_\_\_, aged about \_\_\_\_\_, residing at \_\_\_\_\_, (PAN \_\_\_\_\_), hereinafter called the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assignees).

[OR]

[ If the Allottee is a HUF]

Mr. \_\_\_\_\_, (Aadhaar no. \_\_\_\_\_) son of \_\_\_\_\_, aged about \_\_\_\_\_ for self and as the Karta of the Hindu Joint Mitakshara Family known as \_\_\_\_\_ HUF, having its place of business / residence at \_\_\_\_\_, (PAN \_\_\_\_\_), hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to include his heirs, representatives, executors, administrators, successors-in-interest and permitted assigns as well as the members of the said HUF, their heirs, executors, administrators, successors-in-interest and permitted assignees).

[please insert details of other allottee(s), in case of more than one allottee]

**WHEREAS:**

The Promoter/Developer and Allottees shall hereinafter collectively by referred to as the "Parties" and individually as a "Party".

**WHEREAS:**

- A)** The Owners herein are the joint and lawful owners of **ALL THAT** piece or parcel of land measuring 52 cottahs 15 chittack 2.4 sq. ft. more or less comprised in R.S. Dag Nos. 535, 536 and 537 under Khatian Nos. 61/3, 61/4 and 67/4, lying and situated at Mouza- Mandlaguri, J.L. No. 85 (107), Pargana - Patharghata, Police Station- Pradha Nagar, Ward No. 46 of Siliguri Municipal Corporation, District - Darjeeling, West Bengal (more fully and particularly mentioned, described, explained, enumerated, provided and given in the **SCHEDULE A (PART-II)** hereunder written and/or given and hereinafter referred to as the **PREMISES**. The mode and manner by which the Owners have acquired right, title and interest in the **SCHEDULE A (PART-II)** will appear from the **SCHEDULE A (PART- I)** hereunder written and/or given.
- B)** The Owners and the Promoter have entered into a Deed of Agreement for Development dated 14<sup>th</sup> January, 2022, registered at the office of Additional District Sub-Registrar, Siliguri - II at Bagdogra and recorded in Book No. I, Volume No. 0403-2022, Page from 23538 to 235602, being No. 040300533 for the year 2022, for the purpose of construction of multi-storied building on the

said Premises as per the terms and conditions contained therein. By a Development Power of Attorney dated 16<sup>th</sup> February, 2022, registered in the office of Additional District Sub-Registrar, Siliguri – II at Bagdogra and recorded in Book No. I, Volume No. 0403-2022, Page from 57170 to 57204, being No. 040301988 for the year 2022, executed by the Owners herein in respect of the said Premises in favour of the Developer herein, for the purpose of construction of multi-storied building on the said Premises.

- C)** The said Premises and /or a part thereof has been earmarked for the purpose of construction erection and completion of Building and/or buildings, each Building and/or buildings to comprise of various Flats/Units/Apartments constructed spaces and car parking spaces etc. capable of being held and/or enjoyed independently of each other and the project shall be known as “**UNITY SIGNATURE**”.
- D)** The Promoter/Developer is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter/Developer regarding the said land on which Project is to be constructed have been completed.
- E)** The **Siliguri Municipal Corporation** has granted the Commencement certificate to develop the project vide approval dated \_\_\_\_\_.
- F)** The Promoter/Developer has obtained the final layout plan, sanctioned plan, specifications and approvals for the Project and also for the apartment, plot or building plan by **Siliguri Municipal Corporation** vide **Sanction Building Plan No. 010914621500058** dated **14.06.2021**, the Promoter/Developer agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with section 14 of the Act and other laws as applicable.
- G)** The Promoter/Developer has registered the Project under the provisions of the Act with the West Bengal Real Estate Regulatory Authority at **Kolkata** on \_\_\_\_\_, under registration no. \_\_\_\_\_.
- H)** The Allottees have applied for apartments in the Project vide an Application dated ..... And has been allotted **Flat No.** \_\_\_ having carpet area of \_\_\_ **sq. ft.** excluding balcony area of \_\_\_ sq. ft. (having super built up area \_\_\_ **sq. ft.**), more or less, flooring \_\_\_\_\_, situate on the \_\_\_\_\_ **Floor, Block-** \_\_\_\_\_, along with a covered Car Parking space, at the \_\_\_\_\_ floor of the building, having Super Built Up Area of \_\_\_ **sq. ft.** more or less, flooring tiles, situate at

the Complex namely, “**UNITY SIGNATURE**”, as permissible under the applicable law and of pro rate share in the (“**Common Areas**”) as defined under clause (m) of section 2 of the Act (hereinafter referred to as the “**UNITS**” more particularly described in the **Schedule B** and the floor plan or the apartment is annexed hereto and marked as (**Schedule B**).

**I)** The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein :

**J)** The Allottees have independently examined and verified or caused to be examined and verified, inter alia, the following and have fully satisfied themselves about the same:

1.1 The Title of the Promoter/Developer in respect of the Premises along with Development Agreement as well as the Development Power of Attorney (if any);

1.2 The Sanctioned Plans of the Buildings and further revised Sanctioned Plan if any;

1.3 The Carpet Area of the Said Apartment;

1.4 The Specifications and common Portions of the Project; and

1.5 The respective rights interest and entitlements of the Promoter/Developer and the Allottees under this Agreement for Sale.

**K)** 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;

**L)** 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;

**M)** In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between this Parties, the Promoter/Developer hereby agrees to sell and the Allottees hereby agree to purchase the residential **Flat No. ....**, on the \_\_\_\_ **Floor** of **Block-**

\_\_\_\_, along with a Covered Car Parking space, situate at the \_\_\_\_\_ floor of the building, as specified in para H.

**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 the Agreement, the Promoter/Developer agrees to sell to the Allottees and the Allottees hereby agree to purchase the residential **Flat No.** \_\_\_\_\_, on the \_\_\_\_\_ **Floor** of **Block-** \_\_\_\_\_, along with a Covered Car Parking space, situate at the \_\_\_\_\_ floor of the building, as specified in paragraph H;

The Total Price for the [Apartment] based on the carpet area is **Rs.** \_\_\_\_\_/- (**Rupees** \_\_\_\_\_) only ("Total Price") (Give break up and description):

Apartment No. _____ Floor: _____ of <b>Block-</b> _____,	Rate of Apartment @ Rs. _____/- per square feet (calculated on carpet area of _____ sq. ft.)
Apartment Price (in rupees)	<b>Rs.</b> _____/-

[AND]

Covered/Open Garage Space – 1	Price for 1
Total Price (in rupees)	<b>Rs.</b> _____/-

\*Provide breakup of the amounts such as cost of apartment, proportionate cost of common areas, preferential location charges, taxes etc.

Explanation:

- (i) The Total Price above includes the booking amount paid by the allottee to the Developer towards the Apartment;
- (ii) The Total Price above excludes Taxes (consisting of tax paid or payable by the Developer by way of Value Added Tax, Service Tax, GST, CGST, if any as per law, and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Developer) up to the date of handing over the possession of the Apartment;

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

- (iii) The Developer shall periodically intimate to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment within 30 (Thirty) days from the date of such written intimation. In addition, the Developer shall provide to the Allottee 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 Total Price of Apartment includes: I) pro rata share in the Common Areas; as provided in the Agreement.

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



The Allottee(s) shall make the payment as per the payment plan set out in Schedule C ("Payment Plan").

It is agreed that the Developer Shall not make any additions and alteration 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 Allottee. Provided that the Developer may make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act.

The Developer shall confirm the final carpet area that has been allotted to the Allottee after the construction of the building is complete and the occupancy certificate is applied by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Developer. If there is any reduction in the carpet area within the defined limit then Developer shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Developer shall demand that from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square feet as agreed in clause 1.2 of this Agreement.

Subject to Clause 9, the Developer agrees and acknowledges, the Allottee shall have the right to the Apartment as mentioned below:

- (i) The allottee shall have exclusive ownership of the Apartment.
- (ii) The Allottee shall also have undivided proportionate share in the Common Areas(excluding the roof right which shall be retained by the Developer). Since the share / interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee 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 Allottee 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 Developer shall convey undivided proportionate title in the common areas to the association of allottees 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 Developer and the Allottee agrees that the Apartment alongwith \_\_\_\_\_ garage/closed car parking shall be treated as a single indivisible unit for all purposes. It is made clear by the Developer and the Allottee agrees that the project is an independent, self-contained project covering the said Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that project's facilities and amenities shall be available only for use and enjoyment of the Allottees of the project.

It is understood by the Allottee that all other areas and i.e. areas and facilities falling outside the Project, namely '**UNITY SIGNATURE**'; 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 Developer agrees to pay all outgoings before transferring the physical possession of the apartment to the Allottee, which it has collected from the Allottee, 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 Developer fails to pay all or any of the outgoings collected by it from the Allottee or any liability, mortgage loan and interest thereon before transferring the apartment to the Allottees, the Developer agrees to be liable,

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

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

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

2. **MODE OF PAYMENT**

Subject to the terms of the Agreement and the Developer abiding by the construction milestones, the Allottee shall make all payments, on demand by the 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 ‘\_\_\_\_\_’ payable at \_\_\_\_\_.

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

The Allottee, 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 hereof and all other applicable laws, including that of remittance of Payment acquisition/sale/transfer of immovable properties in India etc. and provide the Developer with such permission, approvals which would enable the Developer to fulfill its obligations under the Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee 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 Developer accepts no responsibility in this regard. The Allottee shall keep the Developer fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottees to intimate the same in writing to the Developer immediately and comply with necessary formalities if any under the applicable laws. The Developer shall not be responsible towards any third party making payment/remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the said apartment applied for herein in way and the Developer shall be issuing the payment receipts in favour of the Allottee only.

4. **ADJUSTMENT / APPROPRIATION OF PAYMENTS**

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

5. **TIME IS ESSENCE**

Time is of essence for the Developer as well as the Allottee. The Developer shall abide by the time schedule for completing the project and handing over the [Apartment] to the Allottee after making application for completion certificate and the common areas to the association of the allottees after applying for the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Developer as provided in Schedule C ("Payment Plan").

6. **CONSTRUCTION OF THE PROJECT / APARTMENT**

The Allottee has seen the specifications of the [Apartment] and accepted the Payment Plan, floor plans, layout plans, sanction plans [annexed along with the Agreement] which has been approved by the competent authority, as represented by the Developer. The Developer Shall develop the Project in accordance with the said layout plans, sanction plans, floor plans and specifications. Subject to the terms in the Agreement, the Developer undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the **Siliguri Municipal Corporation** 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 Developer shall constitute a material breach of the Agreement.

7. **POSSESSION OF THE APARTMENT**

**Schedule for possession of the said [Apartment]:** The Developer agrees and understands that timely delivery of possession of the Apartment is the essence of the Agreement. The Developer, based on the approved plans and specifications, assures to hand over possession of the Apartment within 36 months, from the date sanction of building plan, with an additional period of 12 months, unless there is delay or failure due to war, flood, drought, fire, strike, agitations, bandhs, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project ("Force Majeure"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Developer shall be entitled to the extension of time of delivery of possession of the Apartment, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Developer to implement the project due to Force Majeure Conditions, then this allotment shall stand terminated and the Developer shall refund to the Allottee the entire amount received by the Developer from the allotment within 45 days from that date without any interest and after deduction of Tax which was already paid to the government. After refund of the money paid by the Allottee, Allottee agrees that he/she shall not have any rights, claims etc.

against the Developer and that the Developer shall be released and discharged from all its obligations and liabilities under this Agreement.

**Procedure for taking possession** - The Developer, upon applying for the occupancy certificate to the competent authority shall offer in writing the possession of the Apartment, to the Allottee in terms of this agreement to be taken within 3 (Three) month from the date of issue of such notice and the Developer shall give possession of the Apartment to the Allottee. The Developer agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Developer. The Allottee agree(s) to pay the maintenance charges as determined by the Developer / association of Allottees, as the case may be. The Developer on its behalf shall offer the possession to the Allottee in writing within \_\_\_\_ days from the date of applying for the occupancy certificate of the Project.

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

**Possession by the Allottee** – After applying for the occupancy certificate and handing over physical possession of the Apartment to the Allottees, it shall be the responsibility of the Developer to hand over the duplicate copy of necessary documents and plans, including common areas, to the association of the Allottees or the competent authority, as the case may be, as per the local laws.

**Cancellation by Allottee-** The Allottee shall have the right to cancel / withdraw his allotment in the Project as provided in the Act:  
Provided that where the allottee proposes to cancel / withdraw from the project without any fault of the Developer, the Developer herein is entitled to

forfeit the booking amount paid for the allotment. The balance amount of money paid by the allottee shall be returned by the Developer to the allottee within 45 days of such cancellation after deduction of tax which was already paid to the Government.

**Compensation –**

The Developer shall compensate the Allottee in case of any loss caused to him/her/them due to defective title of the land, on which the project is being developed or has been developed, in the manner as provided under the Act and the claim for 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 Developer fails to complete or is unable to give possession of the Apartment (i) in accordance with the terms of this Agreement, duly completed by the date specified herein; or (ii) due to discontinuance of their business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Developer shall be liable, on demand to the allottees, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by them in respect of the Apartment, without any interest within 45 days in the manner as provided under the Act. Provided that where if the Allottee does not intend to withdraw from the Project, the Developer shall pay the Allottee the interest at the rate specified in the Rules for every month of delay, till handing over the possession of the Apartment.

8. **REPRESENTATIONS AND WARRANTIES OF THE DEVELOPER**

The Developer hereby represents and warrants to the Allottee as follows:

- (i) The 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 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;

[in case there are any encumbrances on the land provided details of such encumbrances including any rights, title, interest and name of party in or over such land]

- (iv) There are no litigations pending before any Court of law with respect to the said Land, Project or the Apartment;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Apartment are valid and subsisting and have been obtained by following due process of law. Further, the 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 Developer has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- (vii) The Developer has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Land, including the Project and the said [ Apartment/Plot] which will, in any manner, affect the rights of allottee under this Agreement;
- (viii) The Developer confirms that the Developer is not restricted in any manner whatsoever from selling the said Apartment to the Allottee in the manner contemplated in this agreement;
- (ix) At the time of execution of the conveyance deed the Developer shall handover lawful, vacant, peaceful, physical possession of the Apartment to the Allottee and the common areas to the Association of the Allottees;
- (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 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 Developer in respect of the said Land and / or the Project;
- (xiii) That the property is not Waqf property.

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

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

- (i) If the Developer fails to provide ready to move in possession of the Apartment/unit to the Allottee within the time period specified. For the purpose of this clause, 'ready to move in possession' shall mean that the apartment shall be in a habitable condition which is complete in all respect;
- (ii) Discontinuance of the Developer's business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made thereunder.

In case of Default by Developer under the conditions listed above, allottee is entitled to the following;

- (i) Stop making further payments to Developer as demanded by the Developer. If the Allottee stops making payments, the Developer shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any penal interest; or
- (ii) The Allottee shall have the option of terminating the Agreement in which case the Developer shall be liable to refund the entire money paid by the Allottee after deducting the tax which was already paid to the government under any head whatsoever towards the purchase of the apartment within forty-five days of receiving the termination notice;  
Provided that where an Allottee does not intend to withdraw from the project or terminate the Agreement, he shall be paid, by the

Developer, interest at the rate specified in the Rules, for every month of delay till the handing over of the possession of the Apartment.

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

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

#### 10. **CONVEYANCE OF THE SAID APARTMENT**

The Developer, on receipt of complete amount of the Price of the Apartment / unit under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the Apartment together with proportionate indivisible share in the Common Areas within 3 (three) months from the date of applying for the occupancy certificate. However, in case the Allottee fails to deposit the Stamp duty, registration charges and all other incidental and legal expenses etc. so demanded within the period mentioned in the demand letter, the Allottee authorizes the Developer to withhold registration of the conveyance deed in his/her/their favour till full and final settlement of all dues and stamp duty and registration charges to the Developer is made by the Allottee. The allottee shall be solely responsible and liable for compliance of the provisions of the Indian Stamp Act, 1899 including any actions taken or deficiencies/penalties imposed by the competent authority (ies).

11. **MAINTENANCE OF THE SAID BUILDING / APARTMENT / PROJECT**

Maintenance Deposit cost to be paid per month per Sq. ft @ Rs.\_\_\_\_/- from the date of possession for \_\_ months out of which \_\_ months deposits amount is adjustable and another \_\_ months deposited amount shall remain as security money which shall be refunded by the Developer after hand over the project by the Developer to the Owners Association / Syndicate/ Maintenance committee after adjusting there from all dues if there would be any on account of such purposes which will bear no interest and will be adjusted to the credit of or refunded to the purchaser on the determination of agreement, if so by any reason whatsoever.

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 Developer as per the agreement for sale relating to such development is brought to the notice of the Developer within a period of 5(five) years by the Allottee from the date of handing over possession, it shall be the duty of the Developer to rectify such defects without further charge, within 30 (thirty) days, and in the event of Developer's failure to rectify such defects within such time, the aggrieved Allottees shall be entitled to receive appropriate compensation in the manner as provided under the Act.

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

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

14. **RIGHT TO ENTER THE APARTMENT FOR REPAIRS**

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

15. **USAGE**

**Use of Basement and Service Areas :**The service areas, if any, as located within the Project '**UNITY SIGNATURE**'; shall be earmarked for purposes of electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, fire fighting pumps and equipment's etc. and other permitted to uses as per sanctioned plans. The Allottee shall not be permitted to use the services areas in any manner whatsoever, other than for use by the association of allottees formed by the Allottees for rendering maintenance services.

16. **GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT :** Subject to Clause 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the Apartment at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Apartment, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or changes 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 Allottee further undertakes, assures and guarantees that he/she would not put any sign-board / name-plate, neon light, window grills, publicity material or advertisement material etc. on the face / faced of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottees shall also not change the colour scheme of the outer walls or painting of the exterior side or the windows or carry out any change in the exterior elevation or design. Further

the Allottee shall not store and hazardous or combustible goods in the Apartment or place any heavy material in the common passages or staircase of the Building. The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Developer and thereafter the association of allottees and/or maintenance agency appointed by association of allottees. The Allottees shall be responsible for any loss or damages arising out of breach of any or the aforesaid conditions.

17. **COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY ALLOTTEE**

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

18. **ADDITIONAL CONSTRUCTIONS**

The 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 any addition construction as may be permitted by the Competent Authority as provided and/or permitted under the Act.

19. **DEVELOPER SHALL NOT MORTGAGE OR CREATE CHARGE**

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

20. **APARTMENT OWNERSHIP ACT**

The Developer has assured the Allottees that the project in its entirety is in accordance with the provisions of the West Bengal Apartment Ownership

Act, 1972. The Developer showing compliance of various laws/regulations as applicable in the State of West Bengal.

21. **BINDING EFFECT**

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

23. **RIGHT TO AMEND**

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

24. **PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE / SUBSEQUENT ALLOTTEES**

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 Allottees of the Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purpose.

25. **WAIVER NOT ALIMITATION TO ENFORCE**

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

Failure on the part of the Promoter to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provision 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 reasonable 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.

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

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

28. **FURTHER ASSURANCES**

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

29. **PLACE OF EXECUTION**

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

30. **NOTICES**

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

\_\_\_\_\_ Name of Allottee

\_\_\_\_\_ (Allottee Address)

M/s \_\_\_\_\_ Developer Name

\_\_\_\_\_ (Developer Address)



It shall be the duty of the Allottee and the 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 Developer or the Allottee, as the case may be.

**31. JOINT ALLOTTEES**

That in case there are Joint Allottees all communications shall be sent by the Developer to the Allottee 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 Allottees.

**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 amicable by mutual discussion, failing which the same shall be settled through the Adjudicating Officer appointed under the Act.

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

**SIGNED AND DELIVERED BY THE WITHIN NAMED**

Allottees:

(1) Signature \_\_\_\_\_ (2) Signature \_\_\_\_\_

Name \_\_\_\_\_ Name \_\_\_\_\_

Address \_\_\_\_\_ Address \_\_\_\_\_

(3) Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

**SIGNED AND DELIVERED BY THE WITHIN NAMED**

Promoter/Developer:

(1) Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

At Kolkata on \_\_\_\_\_ in the presence of:

**WITNESSES:**

(1) Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

(2) Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

**SCHEDULE A**

**PART - I**

**WHEREAS :-**

A. (1) Sri Patit Paban Ghosh (son of Late Gopal Chandra Ghosh) and Smt. Snehakana Ghosh (son of Sri Satish Chandra Ghosh) became the owners of an area of land measuring 0.26 acre comprised in R.S. Plot No. 451 and 2.73

acre comprised in R.S. Plot No. 453, totaling 2.99 acre appertaining to R.S. Khatian No. 61/3 situated within Pargana Patharghata, Mouza- Mandlaguri, J.L. No. 85 (Sabek J.L. No. 107), Touji No. 91, P.S. erstwhile Siliguri (now Pradhan Nagar), District Darjeeling within specific boundaries by virtue of a Deed of Conveyance, being No. 1177 for the year 1975, which was executed in their favour by Smt. Vidya Devi Agarwala (son of Sri Indra Kumar Agarwala) on 08.02.1975 and registered in the office of the Sub- Registrar at Siliguri and they entered into actual, khas and physical possession of the said land as the lawful owners having permanent, heritable and transferable right, title and interest therein.

- (2) The aforesaid land was duly mutated in the joint names of Sri PatitPaban Ghosh and Smt. Snehakana Ghosh and they continued to pay the ground rent (khazna) in respect thereof to the appropriate authority.
- (3) Out of the aforesaid land, an area of land measuring 0.26 acre forming part of R.S. Plot No. 451 was acquired by the Government and the compensation paid was divided amongst Sri Patit Paban Ghosh and Smt. Snehakana Ghosh.
- (4) Sri Patit Paban Ghosh and Smt. Snehakana Ghosh partitioned the balance land measuring 2.73 acres comprised in R.S. Plot No. 453 by virtue of a Deed of Partition, being No. 6795 for the year 1991, which was executed by them on 17.08.1991 and registered in the office of the Sub-Registrar at Siliguri.
- (5) By virtue of the said Deed of Partition No. 6795 for the year 1991, Sri Patit Paban Ghosh became the absolute owner of 2.045 acres comprised in R.S. Plot No. 453 appertaining to R.S. Khatian No. 61/3 of Mouza - Mandlaguri within specific boundaries and continued to remain in exclusive actual, khas and physical possession thereof, having permanent, heritable and transferable right, title and interest therein and he built a pucca building thereon.
- (6) Sri Patit Paban Ghosh executed his last Will on 14.07.1994 whereby he bequeathed his aforesaid land situated within Mouza- Mandlaguri along with the building standing thereon in favour of his nephews, Sri Sanjib Kumar Ghosh and Sri Chiranjib Ghosh (both sons of Late Dr. Satish Chandra Ghosh) in equal shares.

- (7) Sri Patit Paban Ghosh died on 14th December, 1998.
- (8) Sri Debasish Ghosh, the executor appointed in the said last will and testament of Patit Paban Ghosh applied for grant of probate thereof, which was granted by the District Delegate (Civil Judge, Sr. Divn.) Siliguri on 05.04.2000 in Misc. Judicial (Probate) Case No. 30 of 1999.
- (9) By virtue of the said duly probated will, Sri Sanjib Kumar Ghosh and Sri Chiranjib Ghosh became the joint owners of the said land measuring 2.045 acres comprised in R.S. Plot No. 453, appertaining to R.S. Khatian No. 61/3 of Mouza- Mandlaguri along with the building standing thereon, and acquired actual, khas and physical possession thereof and permanent, heritable and transferable right, title and interest therein.
- (10) After having sold some portions of the said land as the joint owners thereof, Sri Sanjib Kumar Ghosh and Sri Chiranjib Ghosh remained in actual, khas and physical possession of an area of land measuring 43 Kathas 36 Square feet comprised in R.S. Plot No. 453, appertaining to R.S. Khatian No. 61/3 of Mouza - Mandlaguri along with the building standing thereon.
- (11) Sri Chiranjib Ghosh gifted his one-half share measuring 21 Kathas 8 Chhataks 18 Square feet in the said land comprised in R.S. Plot No. 453, appertaining to R.S. Khatian No. 61/3 of Mouza - Mandlaguri together with one-half share measuring 1250 Square feet in each floor of the said building unto in favour of Sri Sanjib Kumar Ghosh by executing a Deed of Gift being No. 9520 for the year 2012 on 18.10.2012 which was registered in the office of the Additional District Sub-Registrar, Siliguri - II at Bagdogra.
- (12) In the manner as aforesaid Sri. Sanjib Kumar Ghosh became the absolute and exclusive owner of the land measuring 43 Kathas 36 Square feet comprised in R.S. Plot No. 453, appertaining to R.S. Khatian No. 61/3 of Mouza - Mandlaguri along with the building standing thereon and continued to remain in actual, khas and physical possession thereof having permanent, heritable and transferable right, title and interest therein.
- (13) Sri Sanjib Kumar Ghosh died intestate on 12.01.2018 and the aforesaid land measuring 43 Kathas 36 Square feet comprised in R.S. Plot No. 453,

appertaining to R.S. Khatian No. 61/3 of Mouza- Mandlaguri along with the building standing thereon devolved upon his only legal heirs, namely, his widow (Smt. Tatuli Ghosh) and son (Sri Saurav Ghosh), the Owner Nos. 1 and 2 herein, according to the law of succession by which the deceased is governed.

- (14) Smt. Tatuli Ghosh and Sri Saurav Ghosh (the Owner Nos. 1 and 2 herein) thus became the joint owners of the said land measuring 43 Kathas 36 Square feet comprised in R.S. Plot No. 453, appertaining to R.S. Khatian No. 61/3 of Mouza- Mandlaguri along with the building standing thereon and they continued in actual, khas and physical possession thereof having permanent, heritable and transferable right, title and interest therein.
- (15) Out of the said land, Smt. Tatuli Ghosh and Sri Saurav Ghosh (the Owners Nos. 1 and 2 herein) decided to develop an area measuring about 36 Kathas 10 Chhataks 22 Square feet comprised in R.S. Plot No. 453, appertaining to R.S. Khatian No. 61/3 of Mouza- Mandlaguri.
- B. Sri Ajit Kumar Agarwal and Sri Deepak Prasad (the Owners Nos. 3 and 4 herein) became the joint owners of an area of land measuring 2307 Square feet within specific boundaries comprised in R.S. Plot Nos. 535, 536 and 537, appertaining to R.S. Khatian No. 61/4 of Mouza- Mandlaguri by virtue of a Deed of Conveyance, being No. 3099 for the year 2019 which was executed on 03.06.2019 by Sri Pankaj Kumar Ghosh (son of Late Nikhil Kanti Ghosh) and Smt. Anjali Ghosh (wife of Sri Pankaj Kumar Ghosh), the erstwhile owners in possession thereof, which was registered in the office of the Additional District Sub-Registrar, Siliguri-II at Bagdogra and they acquired actual, khas and physical possession thereof having permanent, heritable and transferable right, title and interest therein. The said land is jointly owned by Sri Ajit Kumar Agarwal and Sri Deepak Prasad (the Owners Nos. 3 and 4 herein) and they decided to develop their land and built a multi-storied building on the land.
- C. Sri Deepak Prasad, the Owner No. 4 herein is also the absolute owner of an area of land measuring 13 Kathas 2 Chhataks within specific boundaries comprised in R.S. Plot Nos. 535, appertaining to R.S. Khatian No. 61/4 of Mouza- Mandlaguri, which is situated adjacent to the land owned by Sri Ajit Kumar Agarwal and Sri Deepak Prasad.

- E. For the purpose of development and providing suitable means of access thereto through the adjacent land owned by Sri Deepak Prasad, the Owners herein have agreed to make and use such provision of access by carving out a common road.
- F. By an Affidavit of Amalgamation dated 30<sup>th</sup> September, 2019 notarised before the Learned Executive Magistrate at Siliguri, the Owners herein amalgamated their lands and obtained the total area of land measuring 52 cottahs 15 chittack 2.4 sq. ft. more or less comprised in R.S. Dag Nos. 535, 536 and 537 under Khatian Nos. 61/3, 61/4 and 67/4, lying and situated at Mouza – Mandlaguri, J.L. No. 85 (107), Pargana– Patharghata, Police Station – Pradha Nagar, Ward No. 46 of Siliguri Municipal Corporation, District – Darjeeling, West Bengal.
- G. Therefore, the Owners herein are the joint and lawful owners of ALL THAT piece and parcel of land measuring 52 cottahs 15 chittack 2.4 sq. ft. more or less comprised in R.S. Dag Nos. 535, 536 and 537 under Khatian Nos. 61/3, 61/4 and 67/4, lying and situated at Mouza – Mandlaguri, J.L. No. 85 (107), Pargana – Patharghata, Police Station – Pradha Nagar, Ward No. 46 of Siliguri Municipal Corporation, District – Darjeeling, West Bengal.

**SCHEDULE A**

**PART II**

**DESCRIPTION OF THE PREMISES**

**ALL THAT** piece and parcel of land admeasuring 52 cottahs 15 chittack 2.4 sq. ft. more or less comprised in R.S. Dag Nos. 535, 536 and 537 under Khatian Nos. 61/3, 61/4 and 67/4, lying and situated at Mouza – Mandlaguri, J.L. No. 85 (107), Pargana– Patharghata, Police Station – Pradha Nagar, Ward No. 46 of Siliguri Municipal Corporation, District – Darjeeling, West Bengal and the same is butted and bounded as follows:

ON THE NORTH	:	17ft. wide Road and land of Bindeswari and Sunita Narayani;
ON THE SOUTH	:	17ft. wide Road and land of Bindeswari and Suchitra Ghosh;
ON THE EAST	:	50ft. Wide Road;

ON THE WEST : Sold land of Chiranjit Ghosh.

**SCHEDULE- B**

**DESCRIPTION OF THE APARTMENT AND COVERED PARKING**

**PART-I**

**ALL THAT** the residential Apartment no. \_\_\_\_, on the \_\_\_\_\_ **Floor of Block-** \_\_\_\_, having carpet area of \_\_\_\_\_ **sq. ft.** excluding of balcony area of \_\_\_\_sq. ft. (Super Built Up area \_\_\_\_\_ **sq. ft.**), more or less, flooring tiles, constructed in the ratio of the such covered area of the Apartment on the same proportion out of the total area of the land on the \_\_\_\_\_ **Floor, Block No.** \_\_ of “**UNITY SIGNATURE**” at **ALL THAT** piece and parcel of land admeasuring 52 cottahs 15 chittack 2.4 sq. ft. more or less comprised in R.S. Dag Nos. 535, 536 and 537 under Khatian Nos. 61/3, 61/4 and 67/4, lying and situated at Mouza – Mandlaguri, J.L. No. 85 (107), Pargana – Patharghata, Police Station – Pradha Nagar, Ward No. 46 of Siliguri Municipal Corporation, District – Darjeeling, West Bengal.

**PART-II**

**ALL THAT** Parking space purchased with the right to park for \_\_\_\_\_ medium sized car in the covered car parking space, admeasuring \_\_\_\_\_**sq. ft.** more or less Super BuiltUp Area, flooring tiles, situate at the Ground floor of the building, situate in the complex namely “**UNITY SIGNATURE**”.

**SCHEDULE ‘C’**

**PAYMENT PLAN**

**PART-I**

“AGREED CONSIDERATION”

- (a) Consideration for the Undivided Share and for

Construction and completion of the said Apartment **Rs.**

\_\_\_\_\_/ -No. \_\_\_\_, on the \_\_\_\_\_ **Floor** admeasuring \_\_\_\_\_ **sq. ft.**

Approx Carpet Area. (Super Built up area \_\_\_\_\_ **sq. ft.**)

- (b) Consideration for the right to park a car

in the said parking space **Rs. \_\_\_\_\_/-**

AGREED CONSIDERATION

**Rs. \_\_\_\_\_/-** (**Rupees \_\_\_\_\_**) **only**

### **PART – II**

#### **Payment Terms**

10 % at the time of Agreement plus GST.

25% at the time of roof casting of proposed flat plus GST.

25% at the time of brick work and plastering plus GST.

25 % at the time of flooring plus GST.

15% at the time of Possession or Registration which is early plus GST.

### **PART – III**

All payments under Installment Payment Plan [**IPP**] shall be made within a maximum period of 10 [Ten] days of issue of demand letter otherwise interest applicable as per Rules shall be charged. In case payments is not made for two months from the demand date then the booking shall be cancelled at the sole discretion of **“Developer”** i.e. “\_\_\_\_\_” and the **“Developer”** shall deduct applicable Goods & Service Tax on the amount so received till such time and refund the balance payment without any interest thereon.

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

### **PART – IV**

The **“Developer”** shall endeavor to construct the said Apartment and make the same ready for delivering the possession thereof not later than 36 months with an additional period of 6 months, from the date of booking subject to force majeure as mention in Application of Booking Form and/or reasons beyond the control of the **“Developer”** in which circumstances Clause No. 7.6 shall be applicable. Further



Clause No. 7.1 to 7.5 shall also be applicable with regards to the possession of the Said Apartment.

**PART – V**

**Section A: Additional Payments payable wholly by the Allottees**

- (a) All Statutory Rates and taxes, betterment and/or development charges and any other tax, duty, levy or charge that may be applicable, imposed or charged etc by the State/Central Government, if any, in connection with construction or transfer of the said Apartment infavour of the Allottees.
- (b) Stamp duty, registration fee and all other taxes, levy, miscellaneous and other allied expenses relating to this Agreement for Sale, the Deed of Conveyance and all other papers and documents that may be executed and/or registered relating to the Said Apartment as also the additional stamp duty, additional registration fee, Lawyer fee, penalty, interest or any other levy, if any, that may be imposed or payable in this regard at any time.
- (c) Charges levied by the **“Developer”** for any additional or extra work done or any additional amenity or facility provided or any changes, additions, alterations or variation made in the Said Apartment including the costs, charges and expenses for revision of the Plans to the extent it relates to such changes, additions, alterations or variation.
- (d) Formation of the Association for the common purposes.
- (e) Betterment and/or development charges or other levies that may be charged regarding the Premises or the Buildings or the construction in terms hereof.
- (f) Making any changes, additions, alterations or variation in the Buildings and/or providing any additional or special provision, facility, fitting or amenity in the Buildings and/or the Premises,

including the costs, charges and expenses for revision of the Plans to the extent it relates to such changes, additions, alterations or variation.

**Section B: Additional Payments payable proportionately by the Allottees to the Developer are all additional / inclusive of the chargeable area:**

**Proportionate share of costs charges and expenses as detailed as under are all proportionately additional / inclusive of the chargeable area:**

- (a) Obtaining and providing electricity supply and including those on account of or relating to transformer and electrical sub-station other equipment and installations, cabling, wiring, are all inclusive of the Chargeable area.
- (b) Installation of generator for the Common Portions and for providing minimum reasonable power to the said Apartment is all inclusive of the chargeable area.
- (c) Installation of security system for the common portions is all inclusive of the chargeable area.
- (d) Legal fee payable to Developer is all exclusive in the agreed consideration.

#### **PART – VI**

Additional consideration payable to the “**Developer**” in case there be any increase in Carpet Area of the said Apartment upon construction being made and the measurement being certified by the “**Developer**”. Such additional consideration shall be calculated at the same rate at which the Agreed Consideration has been computed.

#### **PART – VII**

#### **“DEPOSITS”**

- (a) Corpus Maintenance Deposit equivalent to 1 year Maintenance Fund @ Rs. 3/= [Rupees Three per sq. ft super built up area for 24 [Twenty four] months.
- (b) Deposit for Municipal Taxes.
- (c) Deposit for electric supply including transformer and electrical sub-station and meters
- (d) Deposit for any other item in respect of which payment is to be made by the Allottees under Part-I of this Schedule.

The amounts of the aforesaid Deposits [b] [c] and [d] shall be quantified by the **“Developer”** at the appropriate time. The Allottees agrees and undertakes to pay all the aforesaid Deposits within seven days of demand or before the Date of Possession, whichever is earlier, without raising any objection whatsoever regarding the same.

**SCHEDULE “D” ABOVE REFERRED TO**  
**(COMMON FACILITIES AND AMENITIES)**

**THE OWNER AND THE INTENDING PURCHASER OR PURCHASERS ARE ENTITLED TO COMMON USER OF THE COMMON AREAS (EXCLUDING THE ROOF OF THE BUILDING) AND THE COMMON PARTS MENTIONED IN THIS INDENTURE SHALL INCLUDE:**

1. The Foundation Column, Beams, Supports, Corridor, Lobbies, Stair Ways, Entrance and Exits Path ways.
2. Drains : Sewerage from the premises to the main road.
3. Water Reservoir.
4. Drainage Pipes from the Units to the Drains and sewer connection to the premises.
5. Toilets for use of the Durwans, Caretakers of the premises and/or servants.
6. Meter room.
7. Boundary Walls of the premises including outside wall of the building and main gate.
8. COMMON PARTS :
  - a) Pump and Meter with installation and room thereof.
  - b) Water pump, underground reservoir, water pipes and other common plumbing installation and space required thereto.

- c) Transformer (if any), electric wiring meter for lighting stair case, lobby and other common areas (excluding those as are installed for any particular floor) and space required thereto.
- d) Windows, Doors and other fittings of the common area of the premises.
- e) Lift and their accessories installations and space required therefore.
- f) Such other common parts areas equipment installations fixtures fittings covered and open space in or about the said premises of the building as are necessary for use and occupancy of the Units as are required.

**SCHEDULE "E" ABOVE REFERRED TO**  
**(COMMON EXPENSES)**

The proportionate expenses which will be borne by the Purchaser and the Owners with other occupiers or Owners of the flats of the said building:

- (a) The cost of maintaining, repairing, white washing, painting, re-building, replacing and decorating the main structure of the said building including the exterior thereof and in particular the common portion of the landing and staircase of the said building, rain water pipes, motor pumps, electrical wires, sewerage and all other common parts of the fixtures, fittings and equipment in, under or upon the said building enjoyed or used in common by the occupiers thereof.
- (b) The cost of acquisitions, legal proceedings, cost of cleaning, and electricity of the common entrances, passages, landings, staircase, main walls and other parts of the said building as enjoyed or used in common by the occupiers thereof.
- (c) The salary of managers, clerks, bills collectors, chowkidars, plumbers, electricians, sweepers etc. as decided by the Association.
- (d) The cost of working, repairing, replacement and maintenance of lights, pumps and other plumbing work including all other service charges for services rendered in common to all other occupiers.
- (e) Municipal and other taxes (both Owners and occupiers) and other outgoings.
- (f) Insurance of the building against fire, earthquake or any other damages caused by natural calamities.
- (g) All electricity charges payable in common for the said building.

**SCHEDULE "F" ABOVE REFERRED TO**  
**PART- I**  
**(SPECIFICATIONS)**

1. **NATURE OF CONSTRUCTION:**

R. C.C. column, structure, with 8" thick external and 5" & 8" thick brick partition walls, inside will be finished by cement and finished with plaster of paris and outer walls will be plastered and finished with cement based paints.

2. **DOORS:**

- a) White painted main door, solid core flush door with lock and latches.  
Other doors flush door with locks.
- b) Wood door frame as approved by the Architect.
- c) Electric bell point.

3. **WINDOWS:**

All windows will be made of Aluminium fitted with glass panels (Anodized Aluminium window sliding type with glass panels).

4. **KITCHENS:**

Cooking platform and Sink built in Granite, and the dado of cooking platform will be built with any ISI brand tiles. Counter table with granite top and stainless steel sink of any ISI brand tiles upto 2' feet height of counter table.

5. **TOILETS:**

Toilets of each flat on Western/Indian type with shower, bibcock, white basin, and tiles floor and one commode will be provided at attached toilet.

8. **FLOORS:**

Floors of all rooms will be finished with vitrified tiles, bathrooms upto 7' feet height will be provided with vitrified tiles of ISI brand tiles.

Flats are fully tiled/marble with tiled/marble skirting where required.

9. **ELECTRIC:**

Switches, PVC conduit pipes with copper wiring in all rooms 15 Amp power points in all living rooms, bed rooms, kitchen and toilets. 4 Amp points adequate number of points in all rooms/other areas. Call bell points at the entrance.

10. **WATER SUPPLY:**

Water supply to the respective flat from water connection.

11. **EXTRA WORKS:**

Any extra work other than our standard specification shall be charged extra as decided by our authorised Engineers and such amount will be deposited before the execution of work.

12. **EXTRA COMMON FACILITIES:**

- i. Main gate of the said premises and common passage.
- ii. Installation of common services viz. electricity, water pipes, sewerage, chains, rain water pipes.
- iii. Water pump with motor and pump house.
- iv. Reservoir on the roof.
- v. 24 Hours supply of water from overhead tank to the respective flats.
- vi. Lighting in the common space, passage, staircase, including fixture and fittings.
- vii. Common Electric meter and box.
- viii. Elevators: Elevator to be of a standard quality.

**RECEIPT**

**RECEIVED** a sum of **Rs.** \_\_\_\_\_/-(**Rupees** \_\_\_\_\_)only from the above named Purchasers as an advance amount against the full and final consideration of **Rs.** \_\_\_\_\_/- (**Rupees** \_\_\_\_\_)only.

**MEMO OF CONSIDERATION**

<b>Sl.No.</b>	<b>Cheque No./DD No.</b>	<b>Date</b>	<b>Drawn on Bank &amp; Branch</b>	<b>Amount (Rs.)</b>
1				
<b>TOTAL</b>				_____/-

(**Rupees** \_\_\_\_\_) only

**WITNESSES**

1.

2.

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**SIGNATURE OF PROMOTER/DEVELOPER**

**Drafted and prepared by me:**