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AGREEMENT OF SALE

THIS INDENTURE IS MADE ON THIS THE _____ DAY OF _____, 2024.

B E T W E E N

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1. **SRI RAM CHANDRA AGARWAL ALIAS RAM CHANDER AGARWAL**, Son of Late Baldeo Das Agarwal (PAN:), AADHAR NO. (.....), &
2. **SMT SAROJ DEVI AGARWAL**, Wife of Sri Ram Chandra Agarwal @ Ram Chander Agarwal, (PAN:), AADHAR NO. (.....),

Both are Hindu by Faith, Indian by Nationality, Business by Occupation, Residents of Sriram Colony, Sevoke Road, P.O. & P.S. Siliguri, District - Darjeeling, in the State of West Bengal --- hereinafter jointly and collectively called the **“VENDORS/FIRST PARTY”** (which expression shall unless excluded by or repugnant to the context be deemed to include their heirs, executors, successors, representatives, administrators and assignees) of the **“FIRST PART”**.

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INDIRA INFRASTRUCTURE, a Partnership Firm, having its office at Narayani Bhawan, Sevoke Road, Siliguri, P.O. & P.S. Siliguri, District - Darjeeling, in the State of West Bengal, represented by two of its Partners, **1. SRI SHAMBHU KUMAR MITTAL**, Son of Sri Gouri Shankar Mittal, Hindu by Religion, Indian by Nationality, Business by Occupation, Resident of M.R. Road, Khalpara, P.O. & P.S Siliguri, District - Darjeeling, in the State of West Bengal & **2. SRI CHETAN GARG**, Son of Sri Ram Chander Agarwal, Resident of Sriram Colony, P.O. & P.S Siliguri, District - Darjeeling, in the State of West Bengal --- hereinafter called the **“DEVELOPER/SECOND PARTY”** (which expression shall mean and include unless excluded by or repugnant to the context his heirs, executors, administrators, legal representatives and assigns) of the **“SECOND PART”**. (PAN: AAJFI8125R)

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SRI, Son of, (**PAN:-**), (**Aadhar No.**), Hindu by Religion, Indian by Nationality, Business by Occupation, Residing at,, P.O., P.S., District -, in the State of _____ --- hereinafter called the **“PURCHASER/ALLOTTEE”** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her/their heirs, executors, successors, representatives, administrators and assignees) of the **“THIRD PART”**.

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

A. WHEREAS one Sri Kishan Kumar Agarwal, Smt. Kiran Devi Agarwal, Sri Hari Kishan Agarwal and Smt Bindu Agarwal had jointly purchased land measuring 0.955 Acre, from Jiban Krishna Dey and Another, by virtue of registered Deed of Conveyance, being Deed No. I – 3093 for the year 2000 and the same was registered in the office of the Sub-Registrar Rajganj, in the District of Jalpaiguri.

AND WHEREAS out of the aforesaid owners, Smt Kiran Devi Agarwal has transferred her 1/4th undivided share of land measuring 0.23875 Acre unto and in favor of Sri Kishan Kumar Agarwal by virtue of registered Deed of Gift, being Deed No. I – 1056 for the year of 2006 and the same was registered at the office of the Additional District Sub-Registrar Rajganj, in the District of Jalpaiguri.

AND WHEREAS the abovenamed Vendor No. 1 along with Sri Shyam Sundar Agarwal, had jointly received by way of gift undivided land measuring 0.4775 Acre from Sri Kishan Kumar Agarwal, Son of Late Baldeo Das Agarwala, by virtue of Registered Deed of Gift, being Document No. I - 4940 for the year of 2006 and the same was registered in the office the Additional District Sub-Registrar Rajganj, in the District of Jalpaiguri.

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AND WHEREAS one Smt Pushpa Devi Agarwal had received by way of gift, land measuring 23.77 Decimal or 0.2377 Acres from Sri Hari Kishan Agarwal, by virtue of Registered Deed of Gift, being Document No. I – 473 for the year of 2022 and the same was registered at the office of the Additional District Sub-Registrar, Bhaktinagar, in the District of Jalpaiguri.

AND WHEREAS the abovenamed Vendor No. 1 had also received by way of gift, land measuring 23.77 Decimal or 0.2377 Acres from Smt Pushpa Devi Agarwal, by virtue of Registered Deed of Gift, being Document No. I - 417 for the year of 2022 and the same was registered in the office the Additional District Sub-Registrar Bhaktinagar, in the District of Jalpaiguri.

AND WHEREAS the abovenamed Vendor No. 1 had purchased land measuring 10 Kathas 11 Chattaks or 0.1762 Acres or 10.6875 Kathas from Sri Debashis Dhar & Others, by virtue of Registered Deed of Conveyance, being Document No. I - 1461 for the year of 2009 and the same was registered in the office of the District Sub-Registrar, in the District of Jalpaiguri.

AND WHEREAS the abovenamed Vendor No. 2 had purchased land measuring 10 Kathas 11 Chattaks or 0.1762 Acres or 10.6875 Kathas from Sri Debashis Dhar & Others, by virtue of Registered Deed of Conveyance, being Document No. I - 1464 for the year of 2009 and the same was registered in the office of the District Sub-Registrar, in the District of Jalpaiguri.

AND WHEREAS the abovenamed Vendor No. 1 and 2 along with Sri Shyam Sundar Agarwal, Smt Bindu Agarwal @ R. Bindu Agarwal had jointly purchased land measuring 4 Kathas 5 Chattaks or 0.0711 Acres or 4.3125 Kathas (0.017775 Acres each) from Smt Barnali Paul & Another, by virtue of Registered Deed of Conveyance, being Document No. I - 1465 for the year of 2009 and the same was registered in the office of the District Sub-Registrar, in the District of Jalpaiguri.

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AND WHEREAS the abovenamed Vendor No. 1 had also received by way of gift, land measuring 0.6 Decimal or 0.006 Acres, from Smt Pushpa Devi Agarwal, by virtue of Registered Deed of Gift, being Document No. I - 472 for the year of 2022 and the same was registered in the office the Additional District Sub-Registrar, Bhaktinagar, in the District of Jalpaiguri.

AND WHEREAS one Sri Shyam Sundar Agarwal had received by way of gift, land measuring 0.02875 Acres, from Smt R. Bindu Agarwal, Wife of Sri Shyam Sundar Agarwal, by virtue of Registered Deed of Gift, being Document No. I – 8918 for the year of 2022 and the same was registered at the office of the Additional District Sub-Registrar, Bhaktinagar, in the District of Jalpaiguri.

AND WHEREAS the abovenamed Sri Shyam Sundar Agarwal had also received by way of gift, land measuring 0.40397 Acres, from Smt R. Bindu Agarwal, by virtue of Registered Deed of Gift, being Document No. I – 8698 for the year of 2022 and the same was registered at the office of the Additional District Sub-Registrar, Bhaktinagar, in the District of Jalpaiguri.

AND WHEREAS the abovenamed Sri Shyam Sundar Agarwal had purchased land measuring 10 Kathas 10 Chattaks or 0.1752 Acres or 10.625 Kathas from Sri Debashis Dhar & Others, by virtue of Registered Deed of Conveyance, being Document No. I - 1462 for the year of 2009 and the same was registered in the office of the District Sub-Registrar, in the District of Jalpaiguri.

AND WHEREAS the abovenamed Vendor No. 1 had also received by way of Gift, land measuring 0.86445 Acres, from Sri Shyam Sundar Agarwal, by virtue of two Registered Deeds of Gift, being Document Nos. I - 10810 and I - 11050 both for the year of 2022 and the same were registered in the office the Additional District Sub-Registrar, Bhaktinagar, in the District of Jalpaiguri.

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AND WHEREAS in this manner, the Vendor No. 1, **SRI RAM CHANDRA AGARWAL ALIAS RAM CHANDER AGARWAL** became the owner of all that pieces or parcels of land measuring 1.540875 Acres and the Vendor No. 2, **SMT SAROJ DEVI AGARWAL** became the owner of all that piece or parcel of land measuring 0.193975 Acres and ever since then, the Landowners/First Party are in exclusive and peaceful possession of the aforesaid land without any act of hindrance or obstruction from anybody, having permanent, heritable, transferable and marketable right, title and interest therein and the said land is more particularly described in the Schedule 'A' given herein below.

AND WHEREAS the above named Vendors being desirous of constructing a Residential cum Commercial Complex on the Schedule-A plot of land but not being in a position to put its contemplation and scheme into action due to preoccupation & inadequate expertise was in search of a developer who could construct the only the portion of **Residential Complex** on the Schedule-A land.

AND WHEREAS the above named Vendors entered into a Registered Development Agreement, dated 25.05.2023 with "**INDIRA INFRASTRUCTURE**", to construct only the Residential portion out of the Residential cum Commercial Complex on the Schedule-A land, being Document No. I - 3817 for the year 2023 and the same was registered in the office of the Additional District Sub-Registrar, Bhaktinagar, in the District of Jalpaiguri. That in the Schedule-A land a Residential cum Commercial Complex shall be constructed and the Developer "**INDIRA INFRASTRUCTURE**" shall construct only the Residential Complex on the said Land and this Agreement shall be binding only for the Residential Complex on the Schedule 'A' Land

- B.** The said land is earmarked for the purpose of building of multistoried Residential cum Commercial Building and the said project shall be known as "**BDS ETERNIA**".

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- C.** The Vendors/Developer is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Vendors/Developer regarding the said land on which Project is to be constructed have been completed.
- D.** The Competent Authority had granted the commencement Certificate to construct the Project vide approval plan, dated 25/09/2023, bearing Application ID HU13014N78.
- E.** The Vendors/Developer have obtained the final layout plan approvals for the project from the Competent Authority. The Vendors/Developer agrees and undertakes that they shall not make any changes to these layout plans except in strict compliance with Section 14 of The Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as “**the Act**”) and other laws as applicable.
- F.** The Vendors/Developer has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority (RERA) bearing Registration No.
- G.** The Allottee(s) had applied for an Apartment in the Project and has been allotted Flat No. having RERA Carpet Area measuring Square Feet and Sper built up area measuring on Floor in Block No. along with One Parking Space, 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 (hereinafter referred to as the “Apartment” more particularly described in Schedule B).
- H.** The Parties have gone through all the terms & conditions set out in this Agreement and understood the mutual rights and obligations detailed herein.
- I.** The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications etc., applicable to the Project.

J. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter.

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

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

1. TERMS:

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

The Total Price for the Apartment excluding GST is Rs/- (Rupees Only)

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

1. EXPLANATION:

1.1 The Total Price above includes the booking amount paid by the Allottee(s) to the

Vendors/Developer towards the Apartment;

- 1.2 The Total Price above excludes GST payable by the Purchaser and the Vendor/Developer shall pay their taxes up to the date of handing over the possession/registration of the Apartment whichever is earlier:

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

- 1.3 The Vendors/Developer shall periodically intimate to the Allottee(s), the amount payable as stated in (1.1) above and the Allottee(s) shall make payment within 30 (Thirty) days from the date of such written intimation. In addition, the Vendors/Developer shall provide to the Allottee(s) the details of the taxes paid or demanded along with the Acts/rules/notifications together with dates from which such taxes/levies etc., have been imposed or become effective;
- 1.4 The Total Price of the Apartment includes i) proportionate share in the Common Areas; and ii) Flat and covered parking(s) as provided in the Agreement.

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

1.5 The Allottee(s) shall make the payment as per the payment plan set out in Schedule 'C' ("Payment Plan"). It is agreed that the Vendors/Developer shall 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, with the permission of the concerned Authority. Provided that the Vendors/Developer may make such minor additions or alterations as may be required by the Allottee(s), or such minor changes or alterations as per the provisions of the Act. That the Vendor/Developer may apply for revised Plan without obtaining any permission from the Allotees.

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

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

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

(ii) The Allottee(s) shall also have undivided proportionate share in the Common Areas. Since the share / interest of Allottee(s) in the Common Areas is undivided and cannot be divided or separated, the Allottee(s) shall use the Common Areas along with other occupants,

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maintenance staff etc., without causing any inconvenience or hindrance to them. Further, the right of the Allottee(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 Vendors/Developer shall convey undivided proportionate title in the common areas to the association of Allottee(s) 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, in the common areas etc. and includes cost for providing all other facilities, as provided within the Project.

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

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

The Vendors/Developer agrees to pay all outgoings before transferring the physical possession of the Apartment to the Allottee(s), which it has collected from the Allottee(s), for the payment of outgoings (including land cost, ground rent, panchayat or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other

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encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the project). If the Vendors/Developer fails to pay all or any of the outgoings collected by it from the Allottee(s) or any liability, mortgage loan and interest thereon before transferring the Apartment to the Allottee(s), the Vendors/Developer agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefore by such authority or person.

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

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

2. MODE OF PAYMENT:

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

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

The Allottee(s), if resident outside India, shall be solely responsible for complying with the

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

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

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS:

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

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to object/demand/direct the Vendors/Developer to adjust his/her/their payments in any manner.

5. TIME IS ESSENCE:

Time is of essence for the Vendors/Developer as well as the Allottee(s). The Vendors/Developer shall abide by the time schedule for completing the project and handing over the Apartment to the Allottee(s) and the common areas to the association of the Allottee(s).

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

6. CONSTRUCTION OF THE PROJECT/APARTMENT:

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

7. POSSESSION OF THE APARTMENT

7.1 Schedule for possession of the said Apartment: The Vendors/Developer agrees and understands that timely delivery of possession of the Apartment is the essence of the Agreement. The Vendors/Developer, based on the approved plans and specifications, assures to hand over possession of the Apartment by **31st March, 2030** unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project ("Force Majeure"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee(s) agrees that the Vendors/Developer shall be entitled to the extension of time for delivery of possession of the Apartment, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee(s) agrees and confirms that, in the event it becomes impossible for the Vendors/Developer to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Vendors/Developer shall refund to the Allottee(s) the entire amount received by the Vendors/Developer from the allotment within 45 days from that date. After refund of the money paid by the Allottee(s), Allottee(s) agrees that he/ she/ they shall not have any rights, claims etc. against the Vendors/Developer and that the Vendors/Developer shall be released and discharged from all their obligations and liabilities under this Agreement.

7.2 Procedure for taking possession: The Vendors/Developer, shall offer in writing the possession of the Apartment, to the Allottee(s) in terms of this Agreement to be taken within 3 (three) months from the date of issue of such notice and the Vendors/Developer shall give possession of the Apartment to the Allottee(s). The Vendors/Developer agrees and undertakes to indemnify the Allottee(s) in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Vendors/Developer. The Allottee(s) agree(s) to pay the maintenance charges as determined by the Vendors/Developer/Association of Allottee(s), as the case may be.

7.3 Failure of Allottee(s) to take Possession of Apartment: Upon receiving a written intimation from the Vendors/Developer as per clause 7.2, the Allottee(s) shall take possession

of the Apartment from the Vendors/Developer by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Vendors/Developer shall give possession of the Apartment to the Allottee(s). In case the Allottee(s) fails to take possession within the time provided in clause 7.2, such Allottee(s) shall continue to be liable to pay maintenance charges as applicable.

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

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

Provided that where the Allottee(s) proposes to cancel/withdraw from the project without any fault of the Vendors/Developer, the Vendors/Developer herein are entitled to forfeit the booking amount or 10% of the total consideration whichever is lower paid for the allotment. The balance amount of money paid by the Allottee(s) shall be returned by the Vendors/Developer within 45 (Forty Five) days of such cancellation without interest.

7.6 Compensation: The Vendors/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 Vendors/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

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Developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Vendors/Developer shall be liable, on demand to the Allottee(s), in case the Allottee(s) wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him/her/them in respect of the Apartment, with interest at the rate specified in the Rules within 45 days including compensation in the manner as provided under the Act. Provided that where if the Allottee(s) does not intend to withdraw from the Project, the Vendors/Developer shall pay the Allottee(s) interest at the rate specified in the Rules for every month of delay, till the handing over of the possession of the Apartment.

8. REPRESENTATIONS AND WARRANTIES OF THE VENDORS/DEVELOPER:

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

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

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

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

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

8.5 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 Vendors/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;

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

8.7 The Vendors/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 which will, in any manner, affect the rights of Allottee(s) under this Agreement;

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

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

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

8.11 The Vendors/Developer has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;

8.12 No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Vendors/Developer in respect of the said Land and/ or the Project;

8.13 That the property is not Waqf property.

9. EVENTS OF DEFAULTS AND CONSEQUENCES:

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

9.1 The Vendors/Developer fails to provide ready to move in possession of the Apartment to the Allottee(s) within the time period specified. For the purpose of this clause, 'ready to move in possession' shall mean that the apartment shall be in a habitable condition which is complete in all respects;

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

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

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

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

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

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

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

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

10. CONVEYANCE OF THE SAID APARTMENT:

The Vendors/Developer, on receipt of complete amount of the Price of the Apartment under the Agreement from the Allottee(s), shall execute a conveyance deed and convey the title of the Apartment together with proportionate indivisible share in the Common Areas.

However, in case the Allottee(s) fails to deposit the stamp duty, registration charges and all other incidental and legal expenses etc. so demanded within the period mentioned in the demand letter, the Allottee(s) authorizes the Vendors/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 Vendors/Developer is made by the Allottee(s). The Allottee(s) shall

[21]

be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899 including any actions taken or deficiencies/penalties imposed by the competent authority(ies).

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

The Vendors/Developer shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the association of the Allottee(s). The Allotees shall pay maintenance charges to the Vendors/Developer from the date of handing over of the Apartment till the time the Project is taken over by the Apartment Association.

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

12. DEFECT LIABILITY:

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

13. RIGHT OF ALLOTTEE(S) TO USE COMMON AREAS AND FACILITIES SUBJECT TO PAYMENT OF TOTAL MAINTENANCE CHARGES:

[22]

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

14. RIGHT TO ENTER THE APARTMENT FOR REPAIRS:

The Vendors/ Developer/ maintenance agency/ association of Allottee(s) shall have rights of unrestricted access of all Common Areas, covered parking's and parking spaces for providing necessary maintenance services and the Allottee(s) agrees to permit the association of Allottee(s) and/or maintenance agency to enter into the 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 Parking and Service Areas:

The Parking(s) and service areas, If any, as located within the "**BDS ETERNIA**" shall be earmarked for purpose such as parking space(s) 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 Allottee(s) shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the association of Allottee(s) formed by the Allottee(s) for rendering maintenance services.

16. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT:

Subject to Clause 12 above, the Allottee(s) shall, after taking possession, be solely responsible to maintain the Apartment at his/her/their own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the 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 Allottee(s) further undertakes, assures and guarantees that he/ she/they would not put any sign-board/ name-plate, neon light, publicity material or advertisement material etc. on the face/facade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottee(s) shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee(s) shall not store any hazardous or combustible goods in the Apartment or place any heavy material in the common passages or staircase of the Building. The Allottee(s) shall also not remove any wall, including the outer and load bearing wall of the Apartment. The Allottee(s) shall plan and distribute its electrical load in conformity with the electrical systems installed by the Vendors/Developer and thereafter the association of Allottee(s) and/or maintenance agency appointed by association of Allottee(s). The Allottee(s) shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

17. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY ALLOTTEE(S):

[24]

The Allottee(s) 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(s) hereby undertakes that he/she/they shall comply with and carry out, from time to time after he/she/they has taken over for occupation and use the said Apartment, all the requirements, requisitions, demands and repairs which are required by any competent Authority in respect of the Apartment at his/her/their own cost.

18. ADDITIONAL CONSTRUCTIONS:

The Vendors/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. VENDORS/DEVELOPER SHALL NOT MORTGAGE OR CREATE CHARGE:

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

20. APARTMENT OWNERSHIP ACT:

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

21. BINDING EFFECT:

[25]

Forwarding this Agreement to the Allottee(s) by the Vendors/Developer does not create a binding obligation on the part of the Vendors/Developer or the Allottee(s) until, firstly, the Allottee(s) signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (Thirty) days from the date of receipt by the Allottee(s). If the Allottee(s) fails to execute and deliver to the Vendors/Developer this Agreement within 30 (Thirty) days from the date of its receipt by the Allottee(s), then the Vendors/Developer shall serve a notice to the Allottee(s) for rectifying the default, which if not rectified within 30 (Thirty) days from the date of its receipt by the Allottee, application of the Allottee(s) shall be treated as cancelled and all sums deposited by the Allottee(s) in connection therewith including the booking amount shall be returned to the Allottee(s) without any interest or compensation whatsoever.

22. ENTIRE AGREEMENT:

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

23. RIGHT TO AMEND:

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

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

[26]

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

25. WAIVER NOT A LIMITATION OF ENFORCE:

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

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

26. SEVERABILITY:

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

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

[27]

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

28. FURTHER ASSURANCES:

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

29. PLACE OF EXECUTION:

The execution of this Agreement shall be complete only upon its execution by the Vendor/ Developer through its authorized signatory and after the Agreement is duly executed by the Allottee(s) and the Vendors/Developer. Hence this Agreement shall be deemed to have been executed at Siliguri, West Bengal.

30. NOTICES:

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

RAM CHANDRA AGARWAL @ RAM CHANDER AGARWAL & SMT SAROJ DEVI AGARWAL	INDIRA INFRASTRUCTURE NARAYANI BHAWAN, SEVOKE ROAD, SILIGURI
---	---

Address: Sriram Colony, Sevoke Road, P.O. & P.S. Siliguri, District - Darjeeling, in the State of West Bengal.	PURCHASER ADDRESS:
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It shall be the duty of the Allottee(s) and the Vendors/Developer to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the Vendors/Developer or the Allottee(s), as the case may be.

31. **JOINT ALLOTEE(S)**

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

32. **GOVERNING LAW**

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

33. **DISPUTE RESOLUTION**

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

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

SCHEDULE – ‘A’

(DESCRIPTION OF THE LAND)

All that piece or parcel of Vacant Bastu Land in total measuring 1.73485 Acre, situated within Mouza - Dabgram, appertaining to and forming part of R.S. Plot Nos. 34, 35 and 35/471, recorded in R.S. Khatian No. 805, R.S. Sheet No. 9, J.L. No. 2, Pargana - Baikunthapur, within the limits of Gram Panchayat Area, P.S. Bhaktinagar, District - Jalpaiguri, in the State of West Bengal.

The said total land is bound and butted as follows:-

North : Land of R.S. Plot No. 35,
South : Land of Plot No. 475 and Others,
East : Eastern bye Pass Road,
West : IOC Pipeline,

SCHEDULE - ‘B’

(DESCRIPTION OF THE APARTMENT)

One Residential Flat, being Flat No. on the Floor, having RERA Carpet Area measuring Square Feet, Super Built-up Area measuring Square Feet in Block No. together with One Parking Space, in the _____ Floor of the building named “BDS

[30]

ETERNIA” together with proportionate undivided share in the Schedule 'A' land on which the building stands.

SCHEDULE - 'C'
PAYMENT PLAN

10%	AT THE TIME OF BOOKING
10%	ON COMPLETION OF FOUNDATION OF RESPECTIVE BLOCK
10%	AT THE TIME OF BASEMENT FLOOR CASTING OF RESPECTIVE BLOCK
10%	AT THE TIME OF GROUND FLOOR CASTING OF RESPECTIVE BLOCK
5%	AT THE TIME OF 1 st FLOOR CASTING OF RESPECTIVE BLOCK
5%	AT THE TIME OF 2 nd FLOOR CASTING OF RESPECTIVE BLOCK
5%	AT THE TIME OF 3 rd FLOOR CASTING OF RESPECTIVE BLOCK
5%	AT THE TIME OF 4 th FLOOR CASTING OF RESPECTIVE BLOCK
5%	AT THE TIME OF 5 th FLOOR CASTING OF RESPECTIVE BLOCK
5%	AT THE TIME OF 6 th FLOOR CASTING OF RESPECTIVE BLOCK
5%	AT THE TIME OF 7 th FLOOR CASTING OF RESPECTIVE BLOCK
5%	AT THE TIME OF 8 th FLOOR CASTING OF RESPECTIVE BLOCK
5%	AT THE TIME OF BRICKWORK OF RESPECTIVE BLOCK
5%	AT THE TIME OF PLASTERING OF RESPECTIVE BLOCK
5%	AT THE TIME OF FLOORING OF RESPECTIVE BLOCK
5%	AT THE TIME OF REGISTRATION

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

[31]

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

[32]

SCHEDULE – ‘D’

AMENITIES

1. Stair case, lift and stair case landing on all floors.
2. Common entry on the ground floor.
3. Water pump, Water tank, Water pipes and common plumbing installation.
4. Generator Set, Security Guard Room.
5. Drainage and Sewerage.
6. Boundary Wall and Main Gate.
7. Fire Fighting System.
8. Such other common parts, areas and equipments, 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.

[33]

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

WITNESSES:

1.

V E N D O R S

2.

D E V E L O P E R

P U R C H A S E R (S)

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

MANOJ AGARWAL

Advocate, Siliguri

Enrl. No. F-505/434 of 1997