

: 1 :

AGREEMENT OF SALE

THIS AGREEMENT IS MADE ON THIS THE..... DAY OF2023.

BETWEEN

1. **SMT SEEMA AGARWAL** alias **SIMA AGARWAL**, (PAN:- **ADCPA3757H**), Wife of Sri Surendra Kumar Agarwal, Indian by Nationality, Hindu by Religion, Business by Occupation, Resident of S.P. Mukherjee Road, P.O. & P.S. Siliguri, District: Darjeeling, West Bengal,
2. **A. SRI RAVINDAR AGARWAL**, (PAN:- **ACBPA5797P**),
B. SRI SURENDRA KUMAR AGARWAL, (PAN:- **ACBPA5765F**), Both are Sons of Late Paliram Agarwal, Indian by Nationality, Hindu by Religion, Business by Occupation, Residents of S.P. Mukherjee Road Siliguri, P.O. & P.S. Siliguri, District – Darjeeling in the State of West Bengal.
3. **SMT BIMLA DEVI AGARWAL**, Wife of Late Shankar Lal Agarwal, (PAN:- **ACRPA8826D**), (Aadhar No. **7395 3459 0257**).
4. **SRI JITEN AGARWAL**, Son of Late Shankar Lal Agarwal, Both are Indian by Nationality, Hindu by faith, No. 3 Housewife and No. 4 Business by occupation, Residents at F-103, Club Town, Sevoke Road, Siliguri-734001, P.O. Sevoke Road, P.S. Bhaktinagar, District - Jalpaiguri, in the State of West Bengal (PAN:- **AGUPA9152F**), (Aadhar No. **9711 5396 5443**).
5. **SRI UMESH KUMAR KEDIA**, (PAN:-**AFKPK0684B**), (Aadhar No. **7280 6956 2877**)
6. **SRI KRISHAN KUMAR AGARWAL**, (PAN:- **ACLPA2473Q**) (Aadhar No. **5664 2286 2540**) Both are Sons of Late Satyanarayan Agarwal alias Satyanarayan Kedia, Indian by Nationality, Hindu by faith, Business by occupation, No. 5 residing at 209, Bagmari Road, Kolkata-700054, P.O. and P.S. Maniktala, District- Kolkata, in the State of West Bengal and No. 6 residing at C/o Residence of Roshan Battery, S.P. Mukherjee Road (bye-lane), Khalpara, Siliguri-734005, P.O. Siliguri Bazar, P.S. Siliguri, District - Darjeeling in the State of West Bengal and
7. **SRI TANUJ AGARWAL**, Son of Late Prakash Kumar Agarwal, Indian by Nationality, Hindu by faith, Business by occupation, residing at Siddhi Vatika, Burdwan Road, Siliguri-734005, P.O. Siliguri Bazar, P.S. Siliguri, District-Darjeeling, in the State of West Bengal (PAN:- **AHYPA7454R**) (Aadhar No. **8914 3352 8076**) --- hereinafter jointly and collectively called the "**VENDORS/ SECOND PARTY**" (which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include the partners and partner for the time being of the said firm, the survivor or survivors of them and their partners, heirs, executors and administrator of the last surviving partner and his/her/their assigns) and the abovenamed Vendors No. 3, 4, 5, 6 and 7 are represented by their Constituted Attorney: **SRI KISHAN AGARWAL**, Son of Sri Suresh Kumar Agarwal, (PAN:- **ACCPA8134B**) (Aadhar No. **5224 9854 6171**), Hindu by Religion, Indian by Nationality, Business by occupation, Resident of Rajani Bagan, Hill Cart Road, Siliguri-734001, P.O. & P.S. Siliguri in the District of Darjeeling, Partner of **RADIANT DEVELOPERS**, a Partnership Firm, by virtue of a Registered Development Power of Attorney, being Document No. I- 3417 for the year 2021 and the same was registered in the office of the Additional District Sub-Registrar Bhaktinagar, District - Jalpaiguri.

AND

RADIANT DEVELOPERS (PAN:- AAZFR1408A), a Partnership Firm, registered under the Partnership Act, having its Registered Office at Kapil Centre, 1st Floor, Sevoke Road, P.O. Sevoke Road, P.S. Bhaktinagar, District - Jalpaiguri in the State of West Bengal, represented by one of its Partner, **SRI KISHAN AGARWAL**, Son of Sri Suresh Kumar Agarwal, Indian by Nationality, Hindu by faith, Business by Occupation, Resident of Rajani Bagan, Hill Cart Road, P.O. & P.S. Siliguri in the District of Darjeeling --- hereinafter called the "**DEVELOPER/ PROMOTER**", (which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include the partners and partner for the time being of the said firm, the survivor or survivors of them and their partners, heirs, executors and administrator of the last surviving partner and his/her/their assigns).

AND

9. (A) SRI BINOD KUMAR MASKARA, Son of Late Piyarelal Maskara, aged about 67 years, (**PAN:- ADTPM7253M**), (**Aadhar No. 7682 1771 8149**).

(B) SMT KAUSHALYA MASKARA, Son of Lalit Kumar Maskara, aged about ___ years, (**PAN:- AFEPM2687N**), (**Aadhar No. 8973 5450 1583**).

(C) SRI RAKESH MASKARA, Son of Sushil Maskara, (**PAN:- ANHPM6828J**), (**Aadhar No. 3143 9124 1509**) aged about ___ years, All are Hindu by Religion, Indian by Nationality, No. 9 (A) and (C) Business and No. 9 (B) House-wife by Occupation, Residing at Near Axis Bank, N.H. – 34, Dalkhola (M), P.O. Dalkhola P.S. Karandighi, District: Uttar Dinajpur, in the State of West Bengal --- hereinafter jointly and collectively called the "**PURCHASERS/ ALLOTTEES**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include their heirs, executors, administrators, successors-in-interest & permitted assignees).

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

WHEREAS-

A.

D) A. The abovenamed Vendor No. 1 hereof **SMT SEEMA AGARWAL** alias **SIMA AGARWAL**, Wife of Sri Surendra Kumar Agarwal, had purchased land measuring 14 Kathas or 0.231 Acre from Sri Narsing Das Agarwal, Son of Udmiram Agarwal, by virtue of a Registered Deed of Conveyance, dated 31.12.1986, being Document No. I - 6798 for the year 1986 and the same was registered in the Office of the District Sub - Registrar Jalpaiguri, in the District of Jalpaiguri.

B. WHEREAS one Late Paliram Agarwala, Son of late Mayachand Agarwala, had during his lifetime purchased land measuring 1 Bigha 5 Kathas or 42 Decimal from Sri Lal Chand Gupta, by virtue of a Registered Deed of Conveyance, dated 07.11.1960, being Document No. I - 5617 for the year 1960 and the same was registered in the office of the District Sub-Registrar Jalpaiguri, in the District of Jalpaiguri.

C. WHEREAS the abovenamed **PALIRAM AGARWALA** died, leaving behind his wife namely **SMT DARSHANA DEVI**, two sons namely **RAVINDAR AGARWAL**, **SURENDRA KUMAR AGARWAL** and one daughter namely **SEEMA GARG** as his only legal heirs, and they jointly inherited the above land of **LATE PALIRAM AGARWALA**.

D. WHEREAS the abovenamed **SMT DARSHANA DEVI AGARWAL** and **SEEMA GARG**, transferred their 2/4th undivided share in the land measuring 25 Kathas in favour of Ravindar Agarwal and Another, vide Registered Gift Deed No. I - 4678 for the year 2019 and the same was registered in the Office of the Additional District Sub-Registrar Bhaktinagar, in the District of Jalpaiguri.

AND WHEREAS in the manners aforesaid the abovenamed **VENDORS: 1. SMT SEEMA AGARWAL** alias **SIMA AGARWAL**, **2(A) SRI RAVINDAR AGARWAL & 2(B) SRI SURENDRA KUMAR AGARWAL** became the owner of land measuring 39 Kathas, having permanent, heritable and transferable, right, title and interest therein, free from all encumbrances and charges whatsoever and the said land forms part of the land more fully described in Schedule- A below.

II) A. WHEREAS one **RATIB NECHA BIBI** alias **BIBI RATIBA KHATUN**, Wife of Ismail Haque alias Md. Ismail Huq Choudhury, was the recorded owner of all that piece or parcel of land measuring 0.49 Acres, forming part of R.S. Plot No. 421, recorded in Sabek Khatian No. 669, Hal Khatian No. 314, Khanda R.S. Khatian No. 314/5, situated within Mouza - Dabgram, J.L. No. 2, Pargana - Baikunthapur, Sabek Sheet No. 7, R.S. Sheet No. 8, P.S. - Rajganj, District - Jalpaiguri.

B. AND WHEREAS abovenamed **BIBI RATIBA KHATOON**, Wife of Md. Ismail Haq Choudhury, had transferred land measuring 1 Bigha 5 Katha or 0.42 Acres in favour of Sri Satyanarain Agarwala, Son of Lachmandas Agarwala, by virtue of Sale Deed, dated 18.07.1959, being Document No. 3909 for the year 1959, and the same was registered in the Office of the District Sub-Registrar, Jalpaiguri.

C. AND WHEREAS by virtue of the aforesaid Sale Deed, abovenamed Sri Satyanarain Agarwala, became the sole, absolute and exclusive owner of the aforesaid land measuring 0.42 Acres and the said land was recorded in his name in the record of rights, with respect to area of 0.39 Acres, in L.R. Khatian No. 39, comprising of L.R. Plot No. 126, situated within Mouza - Dabgram, J.L. No. 2, Pargana - Baikunthapur, L.R. Sheet No. 13, P.S. - Bhaktinagar, District - Jalpaiguri, having permanent, heritable and transferable right, title and interest therein.

D. AND WHEREAS abovenamed Satyanarain Agarwala, died intestate leaving behind his sons namely **1. SRI SHANKAR LAL AGARWAL, 2. SRI BINOD KUMAR AGARWAL, 3. SRI UMESH KUMAR KEDIA, 4. SRI KRISHAN KUMAR AGARWAL, 5. ROSHAN LAL KEDIA, 6. PRAKASH KUMAR AGARWAL**, Daughters namely **1. SMT PUSHPA DEVI AGARWAL** alias **PUSHPA AGARWAL**, Wife of Sri Kailash Chand Agarwal, **2. SMT KANTA DEVI MINDA**, Wife of Sri Naresh Kumar Minda and **3. SMT GAYATRI DEVI AGARWAL**, Wife of Sri Nand Lal Agarwal, as his only legal heirs to inherit the aforesaid land measuring 0.39 Acres.

III. A. AND WHEREAS by way of inheritance abovenamed Sri Shankar Lal Agarwal, Sri Binod Kumar Agarwal, Sri Umesh Kumar Kedia, Sri Krishan Kumar Agarwal, Roshan Lal Kedia, Prakash Kumar Agarwal, Smt Pushpa Devi Agarwal alias Pushpa Agarwal, Smt Kanta Devi Minda and Smt Gayatri Devi Agarwal, became the sole, absolute and exclusive owners of the aforesaid land measuring 0.39 Acres (each having 1/9th share in it), having permanent, heritable and transferable right, title and interest therein.

B. AND WHEREAS abovenamed **ROSHAN LAL KEDIA**, died intestate leaving behind his wife **SMT SUMITRA DEVI KEDIA**, his son **SRI YOGRAJ KEDIA**, as his only legal heirs to inherit his 1/9th share in the aforesaid land measuring 0.39 Acres.

AND WHEREAS by way of inheritance abovenamed **SMT SUMITRA DEVI KEDIA** and **SRI YOGRAJ KEDIA**, became the sole, absolute and exclusive owners of all that 1/9th share in the aforesaid land measuring 0.39 Acres, having permanent, heritable and transferable right, title and interest therein.

C. AND WHEREAS abovenamed **PRAKASH KUMAR AGARWAL**, died intestate leaving behind his wife **SMT PREMLATA DEVI AGARWAL**, sons namely **1. SRI SUMIT AGARWAL** and **2. SRI TANUJ AGARWAL**, Daughters namely **1. SMT PRAMILA AGARWAL**, Wife of Sri Rajesh Agarwal and **2. SMT KIRAN GOYAL**, Wife of Sri Praveen Goyal, as his only legal heirs to inherit his 1/9th share in the aforesaid land measuring 0.39 Acres.

AND WHEREAS by way of inheritance abovenamed **SMT PREMLATA DEVI AGARWAL, SRI SUMIT AGARWAL, SRI TANUJ AGARWAL, SMT PRAMILA AGARWAL** and **SMT KIRAN GOYAL**, became the sole, absolute and exclusive owners of all that undivided 1/9th share in the aforesaid land measuring 0.39 Acres (each having 1/45th share in it), having permanent, heritable and transferable right, title and interest therein.

III. A. AND WHEREAS abovenamed **SRI BINOD KUMAR AGARWAL, SMT PUSHPA DEVI AGARWAL** alias **PUSHPA AGARWAL, SMT KANTA DEVI MINDA** and **SMT GAYATRI DEVI AGARWAL** out of natural love and affection, thereafter had transferred and made over physical possession of their 4/9th (Four- Ninth) share in the aforesaid land measuring 0.39 Acres, unto and in favour of their natural brothers namely **1. SRI SHANKAR LAL AGARWAL, 2. SRI UMESH KUMAR KEDIA** and **3. SRI KRISHAN KUMAR AGARWAL**, all sons of Late Satyanarayan Agarwal, by virtue of a registered Deed of Gift, Dated 04.09.2019, being Document No. I - 5866 for the year 2019 and the same was registered in the Office of the Additional District Sub-Registrar, Bhaktinagar, District - Jalpaiguri.

B. AND WHEREAS abovenamed **SMT SUMITRA DEVI KEDIA** and **SRI YOGRAJ KEDIA**, out of natural love and affection, thereafter had transferred and made over physical possession of their 1/9th (One-Ninth) share in the aforesaid land measuring 0.39 Acres, unto and in favour of **SRI TANUJ AGARWAL**, Son of Late Prakash Kumar Agarwal, by virtue of a registered Deed of Gift, Dated 04.09.2019, being Document No. I - 5866 for the year 2019 and the same was registered in the Office of the Additional District Sub-Registrar, Bhaktinagar, District - Jalpaiguri.

C. AND WHEREAS abovenamed **SMT PREMLATA DEVI AGARWAL, SRI SUMIT AGARWAL, SMT PRAMILA AGARWAL** and **SMT KIRAN GOYAL**, out of natural love and affection, thereafter had transferred and made over physical possession of their 4/45th (Four-Forty Fifth) share in the aforesaid land measuring 0.39 Acres, unto and in favour of **SRI TANUJ AGARWAL**, Son of Late PrakashKumar Agarwal, by virtue of Deed of Gift, Dated 17.09.2019, being Document No. I - 6190 for the year 2019, and the same was registered in the Office of the Additional District Sub-Registrar, Bhaktinagar, District - Jalpaiguri.

A. AND WHEREAS by way of inheritance and by virtue of the aforesaid Deed of Gift, being Document No. I - 5866 for the year 2019, abovenamed **SRI SHANKAR LAL AGARWAL, SRI UMESH KUMAR KEDIA** and **SRI KRISHAN KUMAR AGARWAL**, became the sole, absolute and exclusive owners of all that 7/9th share in the aforesaid land measuring 0.39 Acres (i.e. 0.30333 Acres), having permanent, heritable and transferable right, title and interest therein.

B. AND WHEREAS abovenamed **SRI SHANKAR LAL AGARWAL, SRI UMESH KUMAR KEDIA** and **SRI KRISHAN KUMAR AGARWAL** out of natural love and affection, thereafter had transferred and made over physical possession of all that piece or parcel of land measuring 0.01083 Acres out of their 7/9th share in the aforesaid land measuring 0.39 Acres (i.e. 0.30333 Acres), unto and in favour of **SRI TANUJ AGARWAL**, by virtue of registered Deed of Gift, Dated 17.09.2019, being Document No. I - 6710 for the year 2019 and the same was registered in the Office of the Additional District Sub-Registrar, Bhaktinagar, District - Jalpaiguri.

C. AND WHEREAS abovenamed **SRI SHANKAR LAL AGARWAL, SRI UMESH KUMAR KEDIA and SRI KRISHAN KUMAR AGARWAL** became the sole, absolute and exclusive owners of all that 3/4th share in the aforesaid land measuring 0.39 Acres (i.e. 0.2925 Acres), having permanent, heritable and transferable right, title and interest therein.

D. AND WHEREAS by way of inheritance and by virtue of three separate Deeds of Gift, being Document Nos. I-5866, 6190 and 6710 for the year 2019, abovenamed **SRI TANUJ AGARWAL** became the sole, absolute and exclusive owner of all that 1/4th share in the aforesaid land measuring 0.39 Acres (i.e. 0.0975 Acres), having permanent, heritable and transferable right, title and interest therein.

E. AND WHEREAS abovenamed **SRI SHANKAR LAL AGARWAL** died intestate leaving behind his wife **SMT BIMLA DEVI AGARWAL** and his son **SRI JITEN AGARWAL** and his daughter **SMT RINKU GOYAL**, Wife of Sri Ashish Goyal, as his only legal heirs to inherit his 1/4th share in the aforesaid land measuring 0.39 Acres.

F. AND WHEREAS abovenamed **SMT RINKU GOYAL**, out of natural love and affection, thereafter had transferred and made over physical possession of all that piece or parcel of land measuring 0.0325 Acres being her 1/12th share in the land measuring 0.39 Acres in favour of **SMT BIMLA DEVI AGARWAL**, and **SRI JITEN AGARWAL**, by virtue of a registered Deed of Gift, Dated 05.12.2019, being Document No. I - 7680 for the year 2019 and the same was registered in the Office of the Additional District Sub-Registrar Bhaktinagar, District - Jalpaiguri.

AND WHEREAS in the manners aforesaid the abovenamed **VENDOR NOS. 3 to 7, (3) SMT. BIMLA DEVI AGARWAL, (4) SRI JITEN AGARWAL, (5) SRI UMESH KUMAR KEDIA, (6) SRI KRISHAN KUMAR AGARWAL** and **(7) SRI TANUJ AGARWAL** became the owner of land measuring 0.39 Acres, having permanent, heritable and transferable, right, title and interest therein, free from all encumbrances and charges whatsoever and the said land forms part of the land more fully described in Schedule-A below.

AND WHEREAS the abovenamed Vendors No. 1, 2 (A) and 2 (B) thereafter entered into a Registered Development Agreement dated 31.12.2020, with “**RADIANT DEVELOPERS**”, a Partnership Firm, being Document No I - 636 for the year 2021 and the same was registered in the Office of the Additional District Sub Registrar, Bhaktinagar, District - Jalpaiguri.

AND WHEREAS the abovenamed Vendors No. 3, 4, 5, 6 and 7 thereafter entered into a Registered Development Agreement dated 23.04.2020 with “**RADIANT DEVELOPERS**”, a Partnership Firm, being Document No I- 3414, for the year 2021 and the same was registered in the Office of the Additional District Sub Registrar Bhaktinagar, District Jalpaiguri.

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 **“PLATINA”**.

C. The Vendors/Developer are 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 Siliguri Municipal Corporation Area has granted the commencement certificate to develop the Project vide its approval dated 07.07.2020, Bearing Plan No 0109146207900024.

E. The Vendors/Developer has obtained the final layout plan approvals for the Project from Siliguri Municipal Corporation. The Vendors/Developer agree and undertake that it 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 shall register the project under the provisions of the Act with the Real Estate Regulatory Authority.

G. The Purchaser(s) had applied for an Apartment in the Project vide Application No. dated and has been allotted Residential Flat No....., having carpet area measuring Square feet, on Floor in Block No. **“.....”** (**“Building”**) along with One garage/closed Parking Space in the Ground Floor of the Building, as permissible under the applicable law and of pro rata share in the common areas (**“Common Area”**) as defined under clause (n) of Section 2 of the Act (hereinafter referred to as the **“Apartment”** more particularly described in Schedule - B below and the floor plan of the apartment is annexed hereto and marked as Schedule ‘E’).

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 agree to sell and the Purchaser(s) hereby agrees to purchase the Apartment as specified in Para G.

NOW THEREFORE, in consideration of the mutual representation, covenants, assurances, promises and agreement contained herein and other good and valuable consideration, the parties agree as follows:

1. TERMS :

Subject to the terms & conditions as detailed in this Agreement, the Vendors/Developer hereby agrees to sell to the Purchaser(s) and the Purchaser(s) hereby agrees to purchase, the Apartment as specified in Para 'G'

The Total Price for the Apartment based on the carpet area is Rs./- (Rupees Only) ("**Total Price**")

Block No.	Rate of Apartment per square feet
Apartment No. Type Floor:	

AND

Garage/Closed Parking	Price

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

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 Taxes (consisting of Municipal tax and Khajna paid or payable by the Vendors/Developer in connection with the construction of the Project payable by the Vendors/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

Purchaser(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 Apartment includes i) pro rata share in the Common Areas; and ii) Apartment 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 maybe 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/rule/regulation 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 not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described therein in respect of the Apartment, without the previous written consent of the Allottee(s). 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.

The Vendors/Developer shall confirm the final carpet areas that has been allotted to the Allottee(s) after the construction of the building is complete and the occupancy certificate is granted 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 Vendors/Developer. If there is reduction in the carpet area within the defined limit then the Vendors/Developer shall refund the excess money paid by Allottee(s) within forty-five days with annual interest at the rate prescribed 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 Para 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 and 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 the 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, fire detection and fire fighting 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 Vendors/Developer and the Allottee(s) agrees that the Apartment along with the garage/closed 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 accept 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 areas i.e., areas and facilities falling outside the Project namely “**PLATINA**” 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 agree to pay all outgoings/ dues 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, 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 Vendors/Developer fail to pay all or any of the outgoings collected by them from the Allottee(s) or any liability, mortgage loan and interest thereon before transferring the Apartment to the

[12]

Allottee(s), the Vendors/Developer agree 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 acknowledge 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 which is payable, he/she/they shall be liable to pay interest at the rate prescribed 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 account payee cheque / demand draft/ or online payment (as applicable) in favor of “**RADIANT DEVELOPERS**” payable at **Siliguri, West Bengal**.

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

The Allottee(s), if resident of outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999 ('FEMA'), Reserve Bank of India Act, 1934 ('RBI' Act) and the Rules and Regulation made there under or any statutory amendments or modifications made thereof and all others 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, approval 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 Regulation 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 part to comply with the applicable guidelines issued by the Reserve Bank of India, he/ she may be liable for any action under Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

The Vendors/Developer accept no responsibility in regard to matters specified in Para 3.1 above. The

Allottee(s) shall keep the Vendors/Developer fully indemnified and harmless in this regards. 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 Allottee(s) and such third party shall not have any right in the application/allotment of the said Apartment applied for herein in any way and the Vendors/Developer shall be issuing the payment receipts in favor of the Allottee(s) only.

4. ADJUSTEMENT/ APPROPRIATION OF PAYMENTS:

The Allottee(s) authorizes the Vendors/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 name and the Allottee(s) undertakes not to object/ demand/ direct the Vendors/Developer to adjust his/her/their payments in any other 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 Allottees after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee(s) shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Vendor(s) 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 plans (annexed along with this 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 authority 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 this Agreement.

7. POSSESSION OF THE APARTMENT:

7.1 Schedule for possession of the 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, assure to handover possession of the Apartment on **December, 2024** unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature effecting the regular development of the real estate project (“*Force Majeure*”). If, however, the completion of 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), the Allottee(s) agreed that he/ she shall not have any rights, claims etc. against the Vendors/ Developer and the Vendors/ Developer shall be released and discharged from all its obligations and liabilities under this Agreement.

7.2 Procedure for taking possession – The Vendors/Developer, upon obtaining the Occupancy Certificate from the competent authority 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 fulfillment 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. The Vendors/Developer on its behalf shall offer the possession to the Allottee(s) in writing within _____days of receiving the Occupancy Certificate of the Project.

7.3 Failure of Allottee 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 shall continue to be liable to pay maintenance charges as applicable.

7.4 Possession by the Allottee – After obtaining the Occupancy Certificate and handing over physical possession of the Apartment to the Allottee(s), 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 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 herein is entitled to forfeit the booking amount paid for the allotment. The balance amount of money paid by the Allottee(s) shall be returned by the Vendors/Developer within 45 days of such cancellation.

7.6 Compensation

The Vendors 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 fail to complete or are unable to give possession of the said Apartment (i) in accordance with the terms of this Agreement, duly completed by the date specified herein; or (ii) due to discontinuance of his business as a 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 of 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 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 intent 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 represents and warrants to the Allottee(s) as follows:

8.1 The Vendors have 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 have 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 have 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 have 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 Allottee(s);

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 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 Vendors/Developer's business as a 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 there under;

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 Vendors/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 as 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 demands 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 him 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 Vendor, on receipt of Total Price of the Apartment as per Para 1.2 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 common areas within three months from the date of issuance of the occupancy.

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 notice, 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 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 authorities.

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 Allottees.

The Allottee(s) shall be liable to pay proportionate cost of the generator, fire fighting equipment and electric transformer to the Vendor. That the Vendor 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 service 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 Vendors/Developer 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

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 or the association of Allottee(s) (or the maintenance agency appointed by it) and performance by the Allottee(s) of all his/ her/ their obligations in respect of the terms and conditions specified by the maintenance agency of the association of Allottees 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, garages/closed 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 "PLATINA", shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, fire fighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The 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 Allottees formed by the Allottees for rendering maintenance services.

16. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT:

Subject to Para 12 above, the Allottee(s) shall, after taking possession, be solely responsible to maintain the said 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 said building or the Apartment, or the staircases, lifts, common passages, corridors, circulation areas, atrium or 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, pipes 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 would not put any sign-board/ name-plate, neon light, publicity material or advertisement material etc. on the face/façade of the building or anywhere on the exterior of the Project, building therein or common areas. The Allottee(s) also not change the color scheme of outer wall or painting of the exterior side of 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 wall of the Apartment. The Allottee(s) shall plan and distribute its electric load in conformity with the electric systems installed by the Vendors/Developer and thereafter the Association of Allottee(s) and/or maintenance agency appointed by the association of Allottee(s). The Allottee(s) shall be responsive for any loss or damages arising out of breach of any of the aforesaid conditions.

17. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY ALLOTTEE

The Allottee(s) is entering into this Agreement for the allotment of a 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 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 own cost.

18. ADDITIONAL CONSTRUCTIONS

The Vendors undertake that it has no right to make additions or to put up additional structure anywhere in the Project after the building plan, has been approved by the competent authorities, except for as provided in the Act.

19. VENDORS/DEVELOPER SHALL NOT MORTGAGE OR CREATE CHARGE

After the Vendors/Developer executes this Agreement he shall not mortgage or create a charge on the said Apartment/ Building and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage for charge s 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/Building.

20. APARTMENT OWNERSHIP ACT

The Vendors/Developer have 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 Vendors/Developer showing compliance of various laws/ regulations as applicable in the State of West Bengal.

21. BINDING EFFECT

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 this payment plan within thirty days from the date of receipt by the Allottee(s) and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Vendors/Developer. If the

[22]

Allottee(s) fails to execute and deliver to the Vendors this Agreement within 30 (thirty) days from the date of its receipt by the Allottee(s) and/or appear before the Registrar/Sub-Registrar/Registrar of Assurance for its registration as and when intimated by the Vendors/Developer, 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(s), 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/Building, as the case may be.

23. RIGHT TO AMEND

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

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

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the said Apartment and the Project shall equally be applicable to and enforceable against and by 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 may, at its sole option and discretion, without prejudice to its rights as said 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(s) 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 part of the Parties to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

26. SEVERABILITY

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made there under or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to the Act or the Rules and Regulations made there under or the applicable law, as the case may be, and 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(s) has to make any payment, in common with other Allottee(s) in the Project, the same shall be the proportion which the carpet area of the Apartment bears to the total carpet area of all the Apartments in the Project.

28. FURTHER ASSURANCES

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

28. PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by the Vendors/Developer through its authorized signatory at the Vendors/Developer's Office, and after the Agreement is duly executed by the Allottee(s) and the Vendors/Developer or simultaneously with the execution of the said Agreement shall be registered at the office of Sub-Registrar. Hence this Agreement shall be deemed to have been executed at Siliguri, West Bengal

29. NOTICES

That all the 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:-

RADIANT DEVELOPERS	
Address :- Kapil Centre, 1 st Floor, Sevoke Road P.O. Sevoke Road, Siliguri, P.S. Bhaktinagar, Dist. Jalpaiguri	
SMT. BIMLA DEVI AGARWAL	
Address :- F-103, Club Town, Sevoke Road, Siliguri, P.O.- Sevoke Road, P.S.-Bhaktinagar, District-Jalpaiguri	
SRI JITEN AGARWAL	
Address :- F-103, Club Town, Sevoke Road, Siliguri, P.O.- Sevoke Road, P.S.-Bhaktinagar, District-Jalpaiguri	
SRI UMESH KUMAR KEDIA	
Address:- 209, Bagmari Road, Kolkata, P.O. and P.S.- Maniktala, District- Kolkata	
SRI KRISHAN KUMAR AGARWAL	
Address:- S.P. Mukherjee Road (bye-lane), Khalpara, Siliguri, P.O.-Siliguri Bazar, P.S.-Siliguri, District-Darjeeling	
SRI TANUJ AGARWAL	
Address: Siddhi Vatika, Burdwan Road, Siliguri, P.O.- Siliguri Bazar, P.S.-Siliguri, District-Darjeeling, PIN- 734005, in the State of West Bengal	
SEEMA AGARWAL	
Address: Shyama Prasad Mukherjee Road, Police Station Siliguri, District Darjeeling	
AR AGARWAL AND SRI SURENDRA KUMAR AGARWAL	
Address: Residents of Siliguri, P.O & P.S Siliguri, District Darjeeling, West Bengal.	

It shall be the duty of the Allottee(s) and Vendors/Developer to inform each other of any changes 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.

30. JOINT ALLOTTEE(S)

That in case there are Joint Allottee(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 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 dispute 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 discussions, failing which the same shall be settled under Arbitration and Conciliation Act 1996.

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

34. SAVINGS:

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

SCHEDULE - 'A'

(DESCRIPTION OF THE ENTIRE LAND ON WHICH THE BUILDING STANDS)

All that piece or parcel of Bastu land measuring 39 Kathas and 0.39 Acres situated at Upper Bhanunagar within Mouza Dabgram, recorded in R.S. Khatian No. 314/ 5, appertaining to R.S. Plot No. 421, R.S. Sheet No. 08, Pargana: Baikunthapur J.L. No. 02, P.S. Bhaktinagar, District: Jalpaiguri. The said land is situated at within the limits of Ward No. 43 of Siliguri Municipal Corporation.

The Said Total Land is Bound and Butted as follows:-

By the North : Land of Labh Singh
By the South : Land of Satyanarayan Agarwal and Ramawtar Agarwal
By the East : Gitanjali Complex and others
By the West : 30 ft. SMC Road

SCHEDULE-'B'

(DESCRIPTION OF THE APARTMENT)

All that Residential Flat, being Flat No., on the Floor, having RERA carpet area measuring square feet, super built-up area measuring square feet, in Block "....." along with One Parking area in the Floor of the building named "**PLATINA**" **together with proportionate undivided share in the Schedule 'A' land on which the building stands.**

SCHEDULE - 'C'
PAYMENT PLAN BY THE ALLOTTEE(S)

INSTALLMENT PAYMENT PLAN

10%	At the time of Booking
10%	At the time of completion of Foundation
12.5%	At the time of Roof Casting of Ground Floor
12.5%	At the time of Roof Casting of First Floor
12.5%	At the time of Roof Casting of Second Floor
12.5%	At the time of Roof Casting of Third Floor
12.5%	At the time of Roof Casting of Fourth Floor
12.5%	At the time of Roof Casting of Fifth Floor
5%	At the time of Handover or Registration whichever is earlier

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

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 Allottee(s) has/have taken handover of the Schedule-B property.

[28]

SCHEDULE - 'D'

AMENITIES

1. Entry and exit
2. Driveway
3. Swimming Pool
4. Community hall with open terrace
5. Gymnasium
6. Kid's play area
7. Lawn
8. Stair case, lift and stair case landing on all floors
9. Water pump, water tank, water pipes and common plumbing installation
10. Generator set, security guard room and common toilet.
11. Drainage and sewerage.
12. Boundary wall and main gate.
13. Fire fighting system.
14. Such other common parts, areas and equipment, 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.

SCHEDULE - 'E'

[FLOOR PLAN AND LAYOUT PLAN]

[29]

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.

ALLOTTEE

2.

VENDORS

DEVELOPER

Drafted by me and Printed in my office

ADVOCATE, SILIGURI.
(Enrl No. F-505/434 of 1997)