

JAJODIA HEALTH CLINIC PVT. LTD.



Director

*[Handwritten signature]*

This Agreement for Sale ("**Agreement**") executed on this \_\_\_\_\_ day of \_\_\_\_\_, 2023



## By and Between

**"M/S JAJODIA HEALTH CLINIC PRIVATE LIMITED"** (P. A. No. AAECM4430B), a Private Limited Company, incorporated under The Companies Act, 1956, having Corporate Identity Number:- U85110WB1986PTC040776, for the year 06.06.1986, having its Registered Office at Jajodia Market, S. F. Road, Siliguri, P.O-Siliguri Bazar, P.S-Siliguri, Dist-Darjeeling, Pin-734005, in the State of West Bengal, represented by two of its Directors **1. SRI MRINAL AGARWAL**(P. A. No. AKSPA1033F) (Aadhar No. 7138 5840 4131) S/O Sri Naresh Kumar Agarwal, Hindu by Religion, Citizen by Indian, Business by Occupation, residing at Cigerete Company Compound, S. F. Road, Siliguri, P.O-Siliguri Bazar, P.S. Siliguri, Dist. Darjeeling, Pin-734005, in the State of West Bengal & **2. SRI PRATEEK AGARWAL**(P. A. No. BUQPA6743P) (Aadhar No. 2410 2173 1881) S/O Shri Deepak Kumar Agarwal, Hindu by Religion, Business by Occupation, Citizen by Indian, residing at Rasraj Sweet Parlour, Mahabirsthan, Railgate No. 1, Siliguri, P.O-Siliguri Town, P.S-Siliguri, Dist. Darjeeling, Pin-734004, in the State of West Bengal, authorized vide \_\_\_\_\_, hereinafter referred to as the "**DEVELOPER/PROMOTER/CONFIRMINGPARTY**"(which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, executors, administrators and permitted assignees, including those of the respective partners).

## AND

**"SILIGURI MOTELS PRIVATE LIMITED"**, (P. A. No. AAHCS5333C), a Private Limited Company, incorporated under The Companies Act, 1956, having Corporate Identity Number:- U70101WB1980PTC032913, for the year 06.08.1980, having its Registered Office at Jyotinagar, Siliguri, P.O-Sevoke Road, P.S-Bhaktinagar, Dist-Jalpaiguri, Pin-734001, in the State of West Bengal, represented by two of its Directors **1. MISS UPALI SHIBA ROY** (P. A. No. BLFPR7097P) (AADHAR NO. 6557 5184 9309) & **2. MISS VAISHALI ROY** (P. A. No. BLUPR1440R) (AADHAR NO. 8861 2312 1134) both D/O Late Debabrata Roy, Hindu by Religion, Nationality by Indian, Business by Occupation, residing at Jamyatra Niwas, Sevoke Road, Jyotinagar, Siliguri, P.O-Sevoke Road, P.S-Bhaktinagar, Dist-Jalpaiguri, Pin-734001, in the State of West Bengal, hereinafter called the "**Owners**"(which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, executors, administrators and permitted assignees, including those of the respective partners).

## AND

**[If the Purchaser is a Company]**

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



**[If the Purchaser is a Partnership]**

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

**[If the Purchaser is Individual]**

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

**[If the Purchaser is a HUF]**

\_\_\_\_\_, [PAN : \_\_\_\_\_] a Hindu Undivided Family (HUF), having its place of business at \_\_\_\_\_, P. O. \_\_\_\_\_, P. S. \_\_\_\_\_, Pin - \_\_\_\_\_, Dist. \_\_\_\_\_, in the State of \_\_\_\_\_, India and represented by its **KARTA - MR** \_\_\_\_\_, [PAN : \_\_\_\_\_] & [AADHAAR : \_\_\_\_\_], son of \_\_\_\_\_, \_\_\_\_\_ by religion, \_\_\_\_\_ by occupation/profession, \_\_\_\_\_ by citizenship, residing at \_\_\_\_\_, P.O. \_\_\_\_\_, P.S. \_\_\_\_\_, Pin - \_\_\_\_\_, Dist. \_\_\_\_\_, in the State of \_\_\_\_\_, India - hereinafter called as the "**PURCHASER / ALLOTTEE**" (Which expression shall mean and include unless exclude by or repugnant to the context his/her/their/its heirs, executors, successors, administrators, legal representatives and assignees).

The Promoter and Allottee shall hereinafter collectively be referred to as the "Parties" and individually as a "Party".

**WHEREAS:****I.**

A. The above named Owner i.e., "SILIGURI MOTELS PRIVATE LIMITED" is the absolute owner of all that piece or parcel of land measuring 12.25(Twelve Point Two Five) Decimals, appertaining to R.S. Plot No. 222, recorded in R.S. Khatian Nos. 412/1 & 412/2, J. L. No. 110(88), situated at Mouza-SILIGURI, Pargana-Baikunthapur, within Siliguri Municipal Corporation in Ward No. "II", being Holding No.22/2, Police Station-Siliguri, Addl. District Sub-Registry Office Siliguri, District Darjeeling, by virtue of Deed of Conveyance, recorded in Book No. I, Volume No. 148, pages from 65 to 73, being Document No. 7886, for the year 1990, registered at, Sub-Registry Office Siliguri, Dist. Darjeeling, executed by Sri Jayanta Kumar Sengupta S/O Sri Amar Prasad Sengupta of Budhadeb Basu Road, Siliguri, and shall ever since then the Owner has been in exclusive and peaceful possession of the said land without any act of hindrance or obstruction from anybody and the aforesaid land is fully described in the schedule herein below.



B. The above named Owner i.e., "SILIGURI MOTELS PRIVATE LIMITED" is the absolute Owner of all that piece or parcel of land measuring 12.25(Twelve Point Two Five) Decimals, appertaining to R.S.Plot No. 222, recorded in R.S. Khatian Nos. 412/1 & 412/2, J. L. No. 110(88), situated at Mouza-SILIGURI, Pargana-Baikunthapur, within Siliguri Municipal Corporation in Ward No. "IP", being Holding No.22/2, Police Station-Siliguri, Addl. District Sub-Registry Office Siliguri, District Darjeeling, by virtue of Deed of Conveyance, recorded in Book No. I, Volume No. 150, pages from 170 to 178, being Document No. 8060, for the year 1990, registered at, Sub-Registry Office Siliguri, Dist. Darjeeling, executed by Sri Jayanta Kumar Sengupta S/O Sri Amar Prasad Sengupta of Budhadeb Basu Road, Siliguri, and shall ever since then the Owner has been in exclusive and peaceful possession of the said land without any act of hindrance or obstruction from anybody and the aforesaid land is fully described in the schedule herein below.

C. The above named Owner i.e., "SILIGURI MOTELS PRIVATE LIMITED" is the absolute owner of all that piece or parcel of land measuring 6.5(Six Point Five) Decimals, appertaining to R.S. Plot No. 222, recorded in R.S. Khatian Nos. 412/1 & 412/2, J. L. No. 110(88), situated at Mouza-SILIGURI, Pargana-Baikunthapur, within Siliguri Municipal Corporation in Ward No. "IP", being Holding No.22/2, Police Station-Siliguri, Addl. District Sub-Registry Office Siliguri, District Darjeeling, by virtue of Deed of Conveyance, recorded in Book No. I, being Document No. 2317, for the year 1990, registered at, Sub-Registry Office Siliguri, Dist. Darjeeling, executed by Sri Jayanta Kumar Sengupta S/O Sri Amar Prasad Sengupta of Budhadeb Basu Road, Siliguri, and shall ever since then the Owner has been in exclusive and peaceful possession of the said land without any act of hindrance or obstruction from anybody and the aforesaid land is fully described in the schedule herein below.

**AND WHEREAS** the aforesaid Three separate Deeds Owners/Vendors became the owner of total land measuring **31(Thirty One) Decimals** (12.25 Dec +12.25 Dec +6.5 Dec) and shall ever since then the Owner has been in exclusive and peaceful possession of the said land without any act of hindrance or obstruction from anybody.

**AND WHEREAS** subsequently, The Owner also recorded the aforesaid land in their names in the record of rights at the Office of B.L. & L.R.O. Siliguri, Dist. Darjeeling & shall ever since One New L.R. Khatian, being Khatian No. 7960 was framed in the name of Owner, as per provision of W.B.L.R. Act, 1955.

**AND WHEREAS** there after the Owners/Vendors desirous of constructing Lower Ground Floor+ Upper Ground Floor+ 3 storied Building, Commercial Building on the aforesaid plot of land more particularly described in the schedule- 'A' given hereunder, has started constructing Commercial Building. The Plan prepared for which was approved & sanctioned by the appropriate Authority i.e., Siliguri Municipal Corporation vide approved building Plan, being Building Permit No. SWS-OBPAS/0104/2023/1998, dated 17-11-2023.



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## II.

- A. The owners due to scarcity of fund & lack of knowledge of constructions works the Vendors/land owners approached to “**M/S JAJODIA HEALTH CLINIC PRIVATE LIMITED**”, (Developer) to enter into an agreement i.e. Development Agreement for the developing their land by constructing of Commercial Building on the said amalgamated plot of land and said Development Agreement executed on 28/12/2022 by both the parties vide a Registered Deed of Development Agreement, Book –I, Volume No. 0402-2022, pages from 110269 to 110301, being Document No. I 040203754 for the year 2022, registered at A.D.S.R., Siliguri and as well as the Vendors/land owners also executed a General Power of Attorney vide General Power of Attorney No. I 040203761 for the year 2022 in favour of Developer for the construction of the said building & sale the unit of the Developer Allocation along with the unit of Vendor in the said building as mentioned in Development Agreement.
- B. Thus, the said Land is earmarked for the purpose of building a Commercial Building and the said project shall be known as “**DWARIKA ORION**”.

Provided that where land is earmarked for any institutional development the same shall be used for those purposes only and no commercial/residential development shall be permitted unless it is a part of the plan approved by the competent authority.

- 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;

The **SILIGURI MUNICIPAL CORPORATION** has granted the commencement certificate to develop the Project building Plan to develop the Project vide being Building Permit No. SWS-OBPAS/0104/2023/1998, dated 17-11-2023.

- D. The Vendors/Developer has obtained the final layout plan approvals for the Project from **SILIGURI MUNICIPAL CORPORATION**. The Vendors/Developer agrees and undertakes that it shall not make any changes to these layout plans except in strict compliance with section 14 of the Act and other laws as applicable;
- E. The Vendors/Developer has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority no. \_\_\_\_\_; on \_\_\_\_\_.



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- F. The Allottee had applied for a commercial space in the Project vides application no. \_\_\_\_\_ dated \_\_\_\_\_ and has been allotted Shop No. " \_\_\_\_\_ " having Carpet Area \_\_\_\_\_ .00 (One Three \_\_\_\_\_ ) Square Feet and Total Super Built up Area \_\_\_\_\_ .00 ( \_\_\_\_\_ ) Square Feet on \_\_\_\_\_ Floor in \_\_\_\_\_ ("Building") along with One garage/closed parking, admeasuring \_\_\_\_\_ ( \_\_\_\_\_ ) square feet in the \_\_\_\_\_ Floor, 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 A and the floor plan of the commercial space is annexed hereto and marked as Schedule B);
- G. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;
- H. The Total Price for the commercial space is Rs. \_\_\_\_\_ /-(Rupees \_\_\_\_\_ ) only.
- 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
- K. laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;
- L. 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 hereby agrees to purchase the commercial space and the garage/closed parking (if applicable) as specified in paragraph F;

**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:**

**I. TERMS:**

Subject to the terms and conditions as detailed in this Agreement, the Vendors/Developer agrees to sell to the Allottee and the Allottee hereby agrees to purchase, the commercial space as specified in paragraph G;





The Total Price for the commercial space is Rs. \_\_\_\_\_ /-(Rupees \_\_\_\_\_) only ("**Total Price**") including GST.

Unit No. -	Rate of Shop per Square Feet*
Type- -	Rs. _____ /- @ per Square Feet
Floor-	

**Explanation:**

- (i) The Total Price above includes the booking amount paid by the allottee to the Vendors/Developer towards the Commercial space.
- (ii) The Total Price above including Taxes (consisting of tax paid or payable by the Vendors/Developer by way of Value Added Tax, Service Tax, GST, if any as per law, and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Vendors/Developer) up to the date of handing over the possession of the Commercial space :  
  
Provided that in case there is any change / modification in the taxes, the subsequent amount payable by the allottee to the Vendors/Developer shall be increased/reduced based on such change / modification;
- (iii) The Vendors/Developer shall periodically intimate to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment within 30 (thirty) days from the date of such written intimation. In addition, the Vendors/Developer shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/ notifications together with dates from which such taxes/levies etc. have been imposed or become effective;
- (iv) The Total Price of commercial space includes: 1) pro rata share in the Common Areas; and 2) One garage/closed parking as provided in the Agreement.

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





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

The Vendors/Developer may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee by discounting such early payments @ 2 % per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/ withdrawal, once granted to an Allottee by the Vendors/Developer.

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 commercial space, plot or building, as the case may be, without the previous written consent of the Allottee. Provided that the Vendors/Developer may make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act.

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

Subject to Clause 9.3 the Vendors/Developer agrees and acknowledges, the Allottee shall have the right to the commercial space as mentioned below:

- (i) The Allottee shall have exclusive ownership of the commercial space:
- (ii) The Allottee shall also have undivided proportionate share in the Common Areas. Since the share / interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. Further, the right of the Allottee to use the Common Areas shall always be subject to the timely payment of maintenance charges and other charges as applicable. It is clarified that the Vendors/Developer shall convey undivided proportionate title in the common areas to the association of allottees as provided in the Act;





- (iii) That the computation of the price of the apa commercial space apartment includes recovery of price of land, construction of [not only the commercial space but also] the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, fire detection and firefighting equipment in the common areas etc. and includes cost for providing all other facilities as provided within the Project.

It is made clear by the Vendors/Developer and the Allottee agrees that the Shop along with \_\_\_\_\_ garage/closed Parking if any 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. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottees of the Project

It is understood by the Allottee that all other areas and i.e., areas and facilities falling outside the Project, namely "**DWARIKA ORION**" 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 commercial space to the Allottees, which it has collected from the Allottees, 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 fails to pay all or any of the outgoings collected by it from the Allottees or any liability, mortgage loan and interest thereon before transferring the commercial space to the Allottees, 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 has paid a sum of Rs. \_\_\_\_\_ /-(Rupees \_\_\_\_\_) only, Through \_\_\_\_\_, Dated \_\_\_\_\_ as booking amount being part payment towards the Total Price of the commercial space at the time of application the receipt of which the Vendors/Developer hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the commercial space 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 delays in payment towards any amount for which is payable, he shall be liable to pay interest at the rate specified in the Rules.



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## 2. MODE OF PAYMENT

Subject to the terms of the Agreement and the Vendors/Developer abiding by the construction milestones, the Allottee 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 favour of “M/S JAJODIA HEALTH CLINIC PRIVATE LIMITED” payable at Office at Jajodia Market, S. F. Road, Siliguri, P.O-Siliguri Bazar, P.S-Siliguri, Dist-Darjeeling, Pin-734005, in the State of West Bengal.

## 3. COMPLIANCE OF LAWS RELATING TO REMITTANCES

The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules and Regulations made 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 understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

The Vendors/Developer accepts no responsibility in this regard. The Allottee shall keep the Vendors/Developer fully indemnified and harmless in this regard. Whenever there is any change in the Commercial status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee 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 and such third party shall not have any right in the application/allotment of the said commercial space applied for herein in any way and the Vendors/Developer shall be issuing the payment receipts in favour of the Allottee only.





#### 4. ADJUSTMENT/APPROPRIATION OF PAYMENTS

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

#### 5. TIME IS ESSENCE

Time is of essence for the Vendors/Developer as well as the Allottees. The Vendors/Developer shall abide by the time schedule for completing the project and handing over the commercial space to the Allottees 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 Allottees shall make timely payments of the installment and other dues payable by them and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in Schedule C ("Payment Plan").

#### 6. CONSTRUCTION OF THE PROJECT/COMMERCIAL SPACE

The Allottees have seen the specifications of the commercial space 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 laws 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 COMMERCIAL SPACE /PLOT

**7.1 Schedule for possession of the said commercial space:** The Vendors/Developer agrees and understands that timely delivery of possession of the commercial space is the essence of the Agreement. The Vendors/Developer, based on the approved plans and specifications, assures to hand over possession of the commercial space on 16-11-2026 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 Allottees agrees that the Vendors/Developer shall be entitled to the extension of time for delivery of possession of the commercial space, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the 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 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, Allottee agrees that he/ she shall not have any rights, claims etc. against the Vendors/Developer and that 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 commercial space, to the Allottee 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 commercial space to the Allottees. The Vendors/Developer agrees and undertakes to indemnify the Allottees in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Vendors/Developer. The Allottees agrees to pay the maintenance charges as determined by the Vendors/Developer /association of allottees, as the case may be.

**7.3 Failure of Allottee to take Possession of commercial space:** Upon receiving a written intimation from the Vendors/Developer as per clause 7.2, the Allottees shall take possession of the commercial space 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 commercial space to the allottees. In case the Allottees fails to take possession within the time provided in clause 7.2, such Allottees shall continue to be liable to pay maintenance charges as applicable.

**7.4 Possession by the Allottees** – After obtaining the occupancy certificate and handing over physical possession of the commercial space 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** – The Allottees shall have the right to cancel/withdraw his allotment in the Project as provided in the Act:

Provided that where the allottees proposes to cancel/withdraw from the project without any fault of the Vendors/Developer, the Vendors/Developer herein is entitled to forfeit the booking amount paid for the allotment. The balance amount of money paid by the allottees shall be returned by the Vendors/Developer to the allottees within 45 days of such cancellation.

**7.6 Compensation** –The Vendors/Developer shall compensate the Allottees in case of any loss caused to 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 commercial space (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 to the allottees, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the commercial space, 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 does not intend to withdraw from the Project, the Vendors/Developer shall pay the Allottee interest at the rate specified in the Rules for every month of delay, till the handing over of the possession of the commercial space.

#### **8. REPRESENTATIONS AND WARRANTIES OF THE VENDORS / DEVELOPER**

The Vendors/Developer hereby represents and warrants to the Allottees as follows:

- (i) 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;
- (ii) The Vendors/Developer has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- (iii) There are no encumbrances upon the said Land or the Project;
- (iv) There are no litigations pending before any Court of law with respect to the said Land, Project or the commercial space;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and commercial space 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 commercial space and common areas;
- (vi) 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 created herein, may prejudicially be affected;





- (vii) 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 commercial space which will, in any manner, affect the rights of Allottees under this Agreement;
- (viii) The Vendors/Developer confirms that the Vendors/Developer is not restricted in any manner whatsoever from selling the said commercial space to the Allottee in the manner contemplated in this Agreement;
- (ix) At the time of execution of the conveyance deed the Vendors/Developer shall handover lawful, vacant, peaceful, physical possession of the commercial space to the Allottees and the common areas to the Association of the Allottees;
- (x) The Schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Schedule Property;
- (xi) The 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;
- (xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Vendors/Developer in respect of the said Land and/or the Project;
- (xiii) That the property is not Waqf property.

## 9. EVENTS OF DEFAULTS AND CONSEQUENCES

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

- (i) Vendors/Developer fails to provide ready to move in possession of the commercial space to the Allottees within the time period specified. For the purpose of this clause, 'ready to move in possession' shall mean that the commercial space shall be in a habitable condition which is complete in all respects;





- (ii) Discontinuance of the Vendors/Developer's business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made there under.

In case of Default by Vendors/Developer under the conditions listed above, Allottees is entitled to the following:

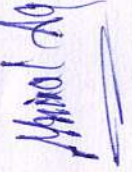
- (i) Stop making further payments to Vendors/Developer as demanded by the Vendors/Developer. If the Allottees stops making payments, the Vendors/Developer shall correct the situation by completing the construction milestones and only thereafter the Allottees be required to make the next payment without any penal interest; or
- (ii) The Allottees 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 Allottees under any head whatsoever towards the purchase of the commercial space, along with interest at the rate specified in the Rules within forty-five days of receiving the termination notice:

Provided that where an Allottees does not intend to withdraw from the project or terminate the Agreement, he 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 commercial space.

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

- (i) In case the Allottees fails to make payments for 30 day of consecutive demands made by the Vendors/Developer as per the Payment Plan annexed hereto, despite having been issued notice in that regard the allottee 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 under the condition listed above continues for a period beyond consecutive months after notice from the Vendors/Developer in this regard, the Vendors/Developer shall cancel the allotment of the commercial space in favour of the Allottees and refund the amount money paid to him by the allottees by deducting the booking amount and the interest liabilities and this Agreement shall there upon stand terminated.



**10. CONVEYANCE OF THE SAID COMMERCIAL SPACE**

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

**11. MAINTENANCE OF THE SAID BUILDING/COMMERCIAL SPACE/ 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 cost of such maintenance has been included in the Total Price of the commercial space.

**12. DEFECT LIABILITY**

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the 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 Allottees 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's failure to rectify such defects within such time, the aggrieved Allottees shall be entitled to receive appropriate compensation in the manner as provided under the Act.

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

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





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

The Vendors/Developer / maintenance agency /association of allottees 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 agrees to permit the association of allottees and/or maintenance agency to enter into the or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect

#### 15. USAGE

**Use of Basement and Service Areas:** The basement(s) and service areas, if any, as located within the "DWARIKA ORION", shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, firefighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Allottee 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 COMMERCIAL SPACE:** Subject to Clause 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the commercial space at 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 commercial space, 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 commercial space and keep the commercial space, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized. The Allottee further undertakes, assures and guarantees that he/she would not put any sign-board / name-plate, neon light, 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 Allottees 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 shall not store any hazardous or combustible goods in the commercial space or place any heavy material in the common passages or staircase of the building. The Allottee shall also not remove any wall, including the outer and load bearing wall of the commercial space. The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Vendors/Developer and thereafter the association of allottees and/or maintenance agency appointed by association of allottees. The Allottee 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

The Allottee is entering into this Agreement for the allotment of a commercial space with the full knowledge of all laws, rules, regulations, notifications applicable to the Project in general and this project in particular. That the Allottee hereby undertakes that he/she shall comply with and carry out, from time to time after he/she has taken over for occupation and use the said commercial space, all the requirements, requisitions, demands and repairs which are required by any competent Authority in respect of the commercial space at 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, he shall not mortgage or create a charge on the commercial space and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such commercial space.

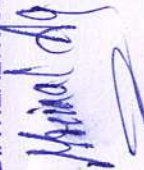
### 20. APARTMENT OWNERSHIP ACT

The Vendors/Developer has assured the Allottees that the project in its entirety is in accordance with the provisions of the West Bengal Apartment Ownership Act,1972. The 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 by the Vendors/Developer does not create a binding obligation on the part of the Vendors/Developer or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub- Registrar as and when intimated by the Vendors/Developer. 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 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 for rectifying the default, which if not rectified within 30(thirty) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.





## 22. ENTIRE AGREEMENT

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

## 23. RIGHT TO AMEND

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

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

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

## 25. WAIVER NOT A LIMITATION TO 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 in not making payments as per the Payment Plan including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the 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 Allottees.

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 thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.





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

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

## 28. FURTHER ASSURANCES

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

## 29. PLACE OF EXECUTION

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

## 30. NOTICES

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

Name of Allottees

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

“M/S JAJODIA HEALTH CLINIC PRIVATE LIMITED” Office at Jajodia Market, S. F. Road, Siliguri, P.O-Siliguri Bazar, P.S-Siliguri, Dist-Darjeeling, Pin-734005, in the State of West Bengal,





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

### 31. JOINT ALLOTTEES

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

### 32. GOVERNINGLAW

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.



**IN WITNESS WHEREOF** parties hereinabove named have set their respective hands and signed this Agreement for sale at Siliguri (city/town name) in the presence of attesting witness, signing as such on the day first above written.

**SIGNED AND DELIVERED BY THE WITHIN NAMED**

Allottee: (including joint buyers)

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

Please affix photograph and sign across the photograph

**SIGNED AND DELIVERED BY THE WITHIN NAMED**

Promoter: **"M/S JAJODIA HEALTH CLINIC PRIVATE LIMITED"**

- (1) SRI MRINAL AGARWAL
- (2) SRI PRATEEK AGARWAL

Please affix photograph and sign across the photograph

(Authorized Signatory)

**WITNESSES**

1. Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

2. Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_



**SCHEDULE-"A"**  
**(DESCRIPTION OF THE LAND)**

All that piece or parcel of land measuring land measuring **31(Thirty One) Decimals**, appertaining to R.S. Plot No. **222** corresponding to L.R. Plot No. **413**, recorded in R.S. Khatian Nos. **412/1 & 412/2** corresponding to L.R. Khatian No. **7960**, R.S. J. L. No. **110(88)** corresponding to L.R. **J.L. No. 89**, situated at R.S. Mouza-**SILIGURI** corresponding to L.R. Mouza- **SILIGURI UTTAR PASCHIM**, Pargana-Baikunthapur, within Siliguri Municipal Corporation in Ward No. "II", Located at **Hill Cart Road, Road Zone (Central Plaza to Patel Road)**, being holding No. **12/12/28**, Police Station-Siliguri, Addl. District Sub-Registry Office Siliguri, District Darjeeling.

**PLOT WISE DETAILS OF ABOVE SCHEDULE**

MOUZA	R. S. PLOT NO.	L.R. PLOT NO.	R. S. KHATIAN NO.	L.R. KHATIAN NO.	J.L. NO.	AREA
R.S. - SILIGURI L.R. - SILIGURI UTTAR PASCHIM	222	413	412/1	7960	R.S. 110(88) L.R.-89	15 Dec
R.S.- SILIGURI L.R.-SILIGURI UTTAR PASCHIM	222	413	412/2	7960	R.S. 110(88) L.R.-89	16 Dec
					TOTAL	31 Dec

The said land is butted and bounded as follows:

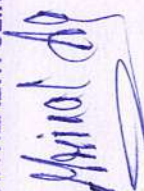
On the North:- Land of R. S. Plot No. 219.

On the South:- Land of R. S. Plot No. 223(recorded as a Road).

On the East:- Land in Possession of Amitava Palchoudhary(R. S. Plot No. 220 & 221)

On the West:- P. W. D Reserve Land then 60 Ft. wide Hill Cart Road.





**SCHEDULE – “B”**

**(FLOOR PLAN OF THE COMMERCIAL SPACE AND PARKING)**

ALL THAT One shop (**Tiles Flooring**) measuring more or less about \_\_\_\_\_ (\_\_\_\_\_) Square Feet (Carpet Area) and Total Super Built up Area \_\_\_\_\_ (\_\_\_\_\_) **Square Feet** or equal to \_\_\_\_\_ square meter, being Shop No. “\_\_\_\_\_” at \_\_\_\_\_ Floor, of Lower Ground Floor+ Upper Ground Floor+ 3 storied Commercial building named “**DWARIKA ORION**” constructed on the land as described in Schedule- “A” herein above together with undivided and impartible proportionate share in the land.

**SCHEDULE-“C”**

**(PAYMENT PLAN BY THE ALLOTTEE)**

That the payment of the consideration amount of the Schedule „C“ property shall be as follows: -

Serial No.	Particulars	Rate
1	At the time of Booking	10%
2	At the time of Foundation	20%
3	At the time of Ground Roof Casting	20%
4	At the time of 1 <sup>st</sup> Roof Casting	15%
5	At the time of 2 <sup>nd</sup> Roof Casting	15%
6	At the time of 3 <sup>rd</sup> Roof Casting	15%
7	At the time of registry or possession whichever is earlier.	5%
	Total	100%



IN WITNESSES WHEREOF THE VENDORS AND THE AUTHORISED REPRESENTATIVE / PARTNER OF DEVELOPER IN GOOD HEALTH AND CONSCIOUS MIND HAVE PUT THEIR SIGNATURES ON THIS DEED OF SALE ON THE DAY MONTH AND YEAR FIRST ABOVE WRITTEN.

WITNESSES:

1. The contents of this documents have been gone through and understood personally by the Purchasers, Vendors & the Developer

\_\_\_\_\_  
PURCHASER

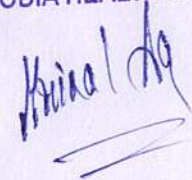
2.

1.

2.

\_\_\_\_\_  
OWNER

1. IAJODIA HEALTH CLINIC PVT. LTD.

2.  Director

\_\_\_\_\_  
DEVELOPER

Drafted as per the instruction of the parties and printed in the Office.

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

\_\_\_\_\_  
(MANOJ KUMAR KEDIA)  
Advocate, Siliguri.  
Regn No. WB/94/1997