

AGREEMENT FOR SALE

THIS AGREEMENT IS MADE ON _____ THE DAY OF
_____, 202__ (TWO THOUSAND TWENTY _____)

BETWEEN

- 1) **ANWAR ALI**, (having PAN **AEKPA4600E**) son of Late Idrish Saikh, by occupation- Business, by faith- Muslim, residing at Vill. & P.O.- Choto Sujapur, P.S.- Kaliachak, Dist.- Malda, PIN- 732206, West Bengal, (which expression shall unless repugnant to the context or meaning there of be deemed to include its representatives, executors, administrators, successors-in-interest and permitted assigns)

- 2) **CHANDANA DE alias RUBI**, (having PAN **AGQPD1071N**) wife of Anwar Ali, by occupation- Business, by faith- Muslim, residing at Vill. & P.O.- Choto Sujapur, P.S.- Kaliachak, Dist.- Malda, PIN- 732206, West Bengal, (which expression shall unless repugnant to the context or meaning there of be deemed to include its representatives, executors, administrators, successors-in-interest and permitted assigns)

- 3) **MD. ALFAYED ALI** (having PAN **CVPPA6899D**) son of Anwar Ali by occupation- Business, by faith- Muslim, residing at Vill. & P.O.- Choto Sujapur, P.S.- Kaliachak, Dist.- Malda, PIN- 732206, West Bengal, (which expression shall unless repugnant to the context or meaning there of be deemed to include its representatives, executors, administrators, successors-in-interest and permitted assigns)

-hereinafter jointly and collectively called and referred to as the **VENDORS/FIRST PARTY** of the **FIRST PART**.

The Vendors hereof **ANWAR ALI, CHANDANA DE alias RUBI and MD. ALFAYED ALI** are represented by their Constituted Attorney **MALDA PROJECTS PRIVATE LIMITED**, duly appointed by virtue of a Development General Power of Attorney, registered in the Office of the District Sub-Registrar, Malda and recorded in Book No. I, Volume No 0901-2023, Page from 356886 to 356901, being document No. 090116889 for the year 2023.

AND

SRI/SMT, having **PAN**,and Aadhaar No. Son/
Daughter/Wife of Sri/Late, Hindu by Religion, Indian
by Nationality, By Occupation, Resident of, P.O.,
P.S.,within the District of, in the State of West Bengal, PIN
..... -hereinafter called the "**PURCHASER/ SECOND PARTY**" (which expression shall
unless repugnant to the context or meaning the re of be deemed to mean and include its,
executors, administrators, successors-in-interest and permitted assignees) of the **SECOND PART**.

AND

MALDA PROJECTS PRIVATE LIMITED, PAN- AADCM8220C, a Company incorporated under the Indian Companies Act, 1956, having its Registered office at 52/69, Rabindra Avenue, P.O. & Dist.- Malda, West Bengal, Pin No.-732101, (acting through its Director and Authorized representative **SHRI KISHOR KUMAR BHAGAT**, PAN- ADDPB4160E, S/o.-Late Sulal Ram Bhagat, resident of 52/69, Rabindra Avenue, P.O. & Dist.- Malda, by Occupation-Business, by religion-Hindu, Nationality Indian in the State of West Bengal, hereinafter called the "**DEVELOPER**" (which expression shall

unless excluded by or repugnant to the context be deemed to include its executors, successors-in-office, representatives, administrators and assignees) of the **OTHER PART**.

The Vendors, Purchaser and Developer shall herein after collectively be referred to as the "**Parties**" and individually as a "**Party**".

AND WHEREAS a piece and parcel of land measuring about 171.925 decimals be the same a little more or less comprised in L.R. Plot No. 359, 360, 361 and 362 of L.R. Khatian no. 4943, 4942 and 10179, of Mouza- Chhoto Sujapur, J.L. No. 117, Dist. Malda, within P.S. Kaliachak, under Sujapur Gram Panchayet, originally owned, possessed by and belonged to one Silk Khadi Seva Mandal alias Sangha, a society and the society got the property on the strength of Deeds bearing No. 11029, dated 21/09/1964 of D.S.R., Malda, Deed No. 2544, dated 01/03/1965 of D.S.R., Malda, Deed No. 12738, dated 20/12/1969 of D.S.R., Malda, Deed No. 10345 and 10347, dated 05/12/1972 of D.S.R., Malda, Deed No. 17922 and 17923, dated 25/10/1975 of D.S.R., Malda, Deed No. 2837 and 2838, dated 11/12/1976 of D.S.R., Malda, Deed No. 15377, 15378, 15379 and 15380, dated 30/12/1981 of D.S.R., Malda and Deed No. 9163, dated 08/06/1973 of D.S.R., Malda.

AND WHEREAS Silk Khadi Seva Mandal alias Sangha was enjoying and possessing the properties including the properties described in FIRST SCHEDULE, during L.R. settlement on the basis of possession of the Silk Khadi Seva Mandal alias Sangha it's name was duly been recorded in L.R. Khatian No. 2105/1. As the society was running at Sujapur it became known to the people as Sujapur Silk Khadi Seva Mandal.

AND WHEREAS for smooth running of the society and also for the benefit of the down trodden weavers of the locality, the aforesaid Silk Khadi Seva Mandal availed Cash Credit Facility from the State Bank of India, Bishnupur Branch, under ISEC (Interest subsidy eligibility Certificate) of KVIC since 1984 to 2004 by entering into agreement and it was agreed that the charge over the property of the society shall lie with the State Bank of India on account of loans and advances granted by the State Bank of India as security.

AND WHEREAS on failure of the Silk Khadi Seva Mandal to repay the due of the State Bank of India, the bank compelled to file a case before the Debt Recovery Tribunal No. 2 bearing case No. OA/149/2006 to recover the debt dues and favourable order and since the Silk Khadi Seva Mandal failed to comply with the order, the State Bank of India filed an execution case vide No. RC/14/2010, before the Learned Recovery Officer-II of Kolkata Debt Recovery Tribunal No. II.

AND WHEREAS after observing all legal procedure and after auction the DRT-II, Kolkata, issued Certificate of Sale of immovable property on 28.12.2012 to the highest bidder Anwar Ali and Chandana De in respect of property measuring 171.925 decimals and pursuant to which as per order of the Ld. Recovery Officer-II, DRT-II, Kolkata, duly appointed Receiver for the purpose, namely Tapas Bhowmik executed a Deed of Conveyance on 22.01.2012 and registered the same on 28.01.2013 with the D.S.R., Malda bearing Deed No. 1138 of 2013 in favour of Anwar Ali and Chandana De. Thereafter of observing some error in the aforesaid deed, a rectification Deed bearing No. IV-199, dated 16.10.2015 was also executed and registered for rectifying detected errors.

AND WHEREAS since after getting the property measuring 171.925 decimals including the property fully described in FIRST SCHEDULE aforesaid Anwar Ali and Chandana De, are enjoying and possessing the same peacefully by recording their names in LR. ROR bearing Khatian Nos. 4943 and 4942 and paying the rent (Khajna) and Panchayet Taxes to the State of West Bengal and to the concern Panchayet.

AND WHEREAS out of the total 171.925 decimals of land while the Anwar Ali and Chandana De the First Part enjoying the peaceful possession transferred 7 Decimal of land to Md Alfeyed Ali, by way of Heba (Gift) vide Heba Deed No. I-4934, dated 14.06.2019 of A.D.S.R., Malda and 2 Decimal of land to Sahina Akhtar, by way of Heba (Gift) vide Heba Deed No. I-4935, dated 14.06.2019 of A.D.S.R., Malda and enjoying the rest of the land including a plot of land measuring 49 decimal fully mentioned in First Schedule.

AND WHEREAS the Owners desires to develop their property as mentioned fully in the FIRST SCHEDULE below into a modern elegantly designed multistoried Building in accordance with existing norms of the Government and accordingly are in search of well reputed and efficient Building Promoter/Developer.

AND WHEREAS the Second Part are well reputed, financially sound and able Developers running Promoting Business since long by executing several projects successfully.

A. **AND WHEREAS** the Vendors herein being the Owner of the said land measuring 171.925 decimal which have duly converted the character of the said from “*Nama/Danga*” to Shopping Mall/ Commercial for development of L.R. Plot Nos. 359, 360, 361 & 362 recorded in L.R. Khatian Nos. 4943, 4942 & 10179, lying and situated in Mouza – Chhoto Sujapur, J.L. No. 117 within the jurisdiction of Sujapur Gram Panchayat, Police Station- Kaliachak ,District–Malda, West Bengal.

B. **AND WHEREAS** the Vendors above named being desirous of constructing a multi-storied Shopping Mall / Commercial Building for purpose of Assigning them on Ownership basis to various intending customers/buyers on the aforesaid land but not being in a position to put their contemplation and scheme into action due to shortage of fund and lack of experience, were in search of a developer who could construct the residential Building for mutual benefit.

C. **AND WHEREAS** the DEVELOPER hereof **MALDA PROJECTS PRIVATE LIMITED** and its Directors are bona-fide and renowned developer/ Promoter/Contractor/ Builder having experience in design and construction and adequate resources of finance in construction of multistoried building and has got standing goodwill and reputation to collect/ advance/securities during the tenure of construction.

D. **AND WHEREAS** the Vendors have come to know about the credential of the Developer, the Vendor approach the Developer to construct a Multistoried building on the land as above referred and fully described in the Schedule A given below either building wise/ block wise or in piece meals on the basis of the map to be approved by the competent authority or as to be mutually agreed upon by both the parties taking into account or consideration the maximum utility of the land. The developer shall do all such construction from its own resources, efforts and endeavors and shall recover the investment cost by selling/ leasing the construction blocks/ building/ utility areas/common spaces to the intending buyers/Allottees/ company's/ organizations/co-operatives and/or as deemed fit from its allocated share.

E. **AND WHEREAS** to avoid future disputes and misunderstandings the Vendor and the Developer hereof enter into a development agreement containing mutually agreed terms and conditions as laid down in the **Development Agreement executed on 21.12.2023 and registered on 22.12.2023** duly registered at the office of the District Sub-Registrar, Malda and recorded in Book No. I, Volume no. 0901-2023, Pages from 350175 to 350203 Being No. 090116468 for the year 2023.

F. **AND WHEREAS** the Vendor vide a Power of Attorney executed on 28.12.2023 and registered on 29.12.2023 empowered **MALDA PROJECTS PRIVATE LIMITED** to execute Sale

agreement, Deeds, Declaration, Affidavit in the joint name of the Vendor and the Developer to assign and allot or dispose of the Said Property or part thereof including the built-up area constructed on the Scheduled-A land and to receive advance/assignment amount/token fees and other consideration amount from the intending Purchasers.

G. **AND WHEREAS** the Said Land is earmarked for the purpose of a construction of Commercial cum Assembly Building, duly approved by the Malda Zilla Parishad vide Memo No., being Sanctioned Plan No. dated comprising of (LG+UG+V) Storied Commercial cum Assembly Building shall be known as ‘.....’;

H. **AND WHEREAS** the Developer has registered the Project under the provisions of the Real Estate (Regulation and Development) Act, 2016 with the Real Estate Regulatory Authority at West Bengal vide RERA No.....;on under registration.

I. The Developer/Vendors herein has/have decided or agreed to sell and the Purchaser/s herein have agreed to purchase a Commercial Premises having measuring Carpet Area _____ Sq. Ft., **Super Built-up Area:** **Sq. Ft.** being at **Floor** along with (.....) nos. of MLCP Car Parking Space at Second Floor of the Complex named & designed as “.....”, 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.

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

K. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project.

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

M. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Developer/Vendors hereby agree(s) to sell and the Purchaser/s hereby agrees to purchase the Shop/ Office / Godown/Back Office / Commercial / Semi-Commercial Complex and the MLCP/Covered Parking (if applicable) as specified in paragraph J.

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

1. TERMS:

Subject to the terms and conditions as detailed in this Agreement, the Developer/Vendors agrees to sell to the Purchaser/s and the Purchaser/s hereby agrees to purchase, the Shop/ Office / Godown / Back Office/Commercial / Semi - Commercial Complex as specified in paragraph I.

The Total Price payable by the Purchaser to the Developer/Vendors for the purchase of

Shop/Office Space/Godown/ Back Office/Commercial/ Semi – Commercial Space along with (_____) nos. of MLCP Car Parking Space at Second Floor of the said Complex Rs/- (**Rupees**) **only** excluding all taxes as may be applicable.

Explanation:

a. The Total Price above includes the booking amount paid by the Purchaser to the Developer towards the Shop / Office / Godown / BackOffice / Commercial / Semi - Commercial Complex.

b. The Developer shall periodically intimate to the Purchaser, the amount payable as stated in (1) above and the Purchaser shall make payment within 30 (thirty) days from the date of such written intimation. In addition, the Developer shall provide to the Purchaser 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.

c. The Total Price of Shop/ Office / Godown / Back Office/ Commercial/ Semi – Commercial Complex includes: *pro rata* share in the Common Areas;

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

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

It is agreed that the Developer/ Vendors 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 Building, plot or building, as the case may be, affecting the unit sold to the purchaser without the previous written consent of the Purchaser. Provided that the Developer/ Vendors may make such minor additions or alterations as may be required by the Purchaser, or such minor changes or alterations as per the provisions of the Act.

Subject to Clause 9.3 the Developer/ Vendors agrees and acknowledges, the Purchaser shall have the right to the Shop / Office / Godown / Back Office / Commercial / Semi-Commercial Complex as mentioned below:

d. All the right, title and interest in the below schedule property shall be deemed to be transferred only after the execution and registration of deed of conveyance. By the execution of these present Vendor/Developer hereof agreed to transfer the exclusive Ownership of the below schedule "B" Shop/Office/Godown/Back Office/Commercial/Semi–Commercial Space in favour of the purchaser named above only after receiving the full and final payment of consideration hereby fixed.

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

maintenance staff etc., without causing any inconvenience or hindrance to them. Further, the right of the Purchaser 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 and Developer shall convey undivided proportionate title in the common areas to the association of Purchasers as provided in the Act.

f. That the computation of the price of the Shop/ Office / Godown / Back Office/Commercial / Semi - Commercial Complex includes recovery of price of land, construction of [not only the Shop/ Office / Godown / Back Office/ Commercial / Semi - Commercial Complex 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.

g. The Purchaser agrees to communicate (in writing) to the Vendor about the electrical load requirement within 02 (Two) months from the date of execution of this agreement to sale.

The Developer/ Vendors agrees to pay all outgoings before transferring the physical possession of the Shop/ Office / Godown/ Back Office/Commercial / Semi - Commercial Complex to the Purchasers, which it has collected from the Purchasers, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the project). If the Developer/ Vendors fails to pay all or any of the outgoings collected by it from the Purchasers or any liability, mortgage loan and interest thereon before transferring the Building to the Purchasers, the Developer/ Vendors 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 maybe taken therefore by such authority or person.

The Purchasers have paid a sum of **Rs./- (Rupees)** Only by way of account payee Cheque / RTGS in favour of theAccount No. in favour of **MALDA PROJECTS PRIVATE LIMITED** as booking/advance amount being part payment towards the Total Price of the **Rs./- (Rupees)** Only excluding all taxes as may be applicable the receipt of which the Vendors / Developer hereby acknowledges and the Purchaser hereby agrees to pay the remaining price of the Shop/ Office / Godown / Back Office/ Commercial / Semi - Commercial Complex as prescribed in the Payment Plan as may be demanded by the Developer within the time and in the manner specified therein.

Provided that if the Purchaser delays in payment towards any amount for which is payable, it shall be liable to pay interest at the rate specified in the Rules.

2. MODE OF PAYMENT

Subject to the terms of the Agreement and the Developer abiding by the construction milestones, the Purchaser shall make all payments, on demand by the Developer, within the stipulated time as mentioned in the Payment Plan through A/c Payee cheque/demand draft or online payment (as applicable) in favour of **MALDA PROJECTS PRIVATE LIMITED** payable at Siliguri.

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES

The Purchaser, 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 Developer/ Vendors with such permission, approvals which would enable the Developer/ Vendors to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Purchaser understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

The Developer and Vendors accept no responsibility in this regard. The Purchaser shall keep the Developer and Vendors fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Purchaser subsequent to the signing of this Agreement, it shall be the sole responsibility of the Purchaser to intimate the same in writing to the Developer and Vendors immediately and comply with necessary formalities if any under the applicable laws. The Developer and Vendors shall not be responsible towards any third party making payment/remittances on behalf of any Purchaser and such third party shall not have any right in the application/allotment of the said Shop/ Office / Godown / Back Office/ Commercial / Semi - Commercial / mix use Complex applied for herein in any way and the Developer shall be issuing the payment receipts in favor of the Purchaser only.

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS

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

5. TIME IS ESSENCE

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

6. CONSTRUCTION OF THE PROJECT/ BUILDING

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

7. POSSESSION OF THE UNIT/PREMISES OF BUILDING/PLOT

Schedule for possession of the said unit / premises of the Building: The Developer / Vendors agree(s) and understand(s) that timely delivery of possession of **unit / premises of the Building** is the essence of the Agreement. The Developer, based on the approved plans and specifications, assures to hand over possession of the **unit/premises of the Building** by

October 2025 unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake, pandemic, lockdown or any other calamity caused by nature affecting the regular development of the real estate project (“**Force Majeure**”). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Purchaser agrees that the Developer shall be entitled to the extension of time for delivery of possession of the Building, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Purchaser agrees and confirms that, in the event it becomes impossible for the Developer to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Developer shall refund to the Purchaser the entire amount received by the Vendors and Developer as per their respective shares from the allotment within 45 days from that date. After refund of the money paid by the Purchaser, Purchaser agrees that he/ she shall not have any rights, claims etc. against the Developer/ Vendors and that the Developer/ Vendors shall be released and discharged from all its obligations and liabilities under this Agreement.

PROCEDURE FOR TAKING POSSESSION - The Developer upon obtaining the occupancy certificate from the competent authority shall offer in writing the possession of the Shop/Office / Godown/ Back Office/Commercial / Semi - Commercial Complex, to the Purchaser in terms of this Agreement to be taken within 3 (three) months from the date of issue of such notice and the Developer shall give possession of the Shop/Office/Godown/Back Office/ Commercial/Semi - Commercial Complex to the Purchaser. The Developer/Vendors agrees and undertakes to indemnify the Purchaser in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Developer/ Vendors. The Purchaser agree(s) to pay the maintenance charges as determined by the Vendors/Developer/ association of Purchasers, as the case may be. The Developer/ Vendors on its behalf shall offer the possession to the Purchaser of receiving the occupancy certificate of the Project.

Failure of Purchaser to take Possession of Shop / Office / Godown / Commercial Complex: Upon receiving a written intimation from the Developer, the Purchaser shall take possession of the Shop / Office / Godown / Back Office / Commercial / Semi - Commercial Complex from the Developer by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Developer shall give possession of the Shop / Office / Godown / Back Office / Commercial / Semi - Commercial unit / premises in the Complex to the Purchaser. In case the Purchaser fails to take possession within the time provided, such Purchaser shall continue to be liable to pay maintenance charges as applicable.

POSSESSION BY THE PURCHASER - After obtaining the occupancy certificate and handing over physical possession of the Shop / Office / Godown / Back Office / Commercial / Semi - Commercial Complex to the Purchasers, it shall be the responsibility of the Developer to hand over the necessary documents and plans, including common areas, to the association of the Purchasers or the competent authority, as the case may be, as per the local laws.

CANCELLATION BY PURCHASER – The Purchaser shall have the right to cancel / withdraw his allotment in the Project as provided in the Act:

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

COMPENSATION – The Developer/ Vendors shall compensate the Purchaser in case of any loss caused to him due to defective title of the land, on which the project is being developed or has been developed, in the manner as provided under the Act and the claim for compensation

under this section shall not be barred by limitation provided under any law for the time being in force.

Except for occurrence of a Force Majeure event, if the Developer fails to complete or is unable to give possession of the Shop / Office / Godown / Back Office / Commercial / Semi - Commercial Complex (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 Developer shall be liable, on demand to the Purchasers, in case the Purchaser 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 Shop / Office / Godown / Back Office / Commercial / Semi - Commercial Complex, with interest at the rate specified in the Rules within 45 days including compensation in the manner as provided under the Act. Provided that where if the Purchaser does not intend to withdraw from the Project, the Developer shall pay the Purchaser interest at the rate specified in the Rules for every month of delay, till the handing over of the possession of the Shop / Office / Godown / Back Office / Commercial / Semi - Commercial Complex.

8. REPRESENTATIONS AND WARRANTIES OF THE VENDORS

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

- (i) 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.
- (ii) The Developer/Vendors have 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 Building.
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Shop/ Office / Godown / Back Office / Commercial / Semi - Commercial Complex are valid and subsisting and have been obtained by following due process of law. Further, the Developer/ Vendors 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 Shop / Office / Godown / Back Office / Commercial / Semi - Commercial Complex and common areas.
- (vi) The Vendors/Developer have the right to enter into this Shop/ Office / Godown / Back Office/ Commercial / Semi - Commercial Complex and have not committed or omitted to perform any act or thing, whereby the right, title and interest of the Purchaser created herein, may prejudicially be affected.
- (vii) The Developer/Vendors has/have 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 Building which will, in any manner, affect the rights of Purchaser under this Agreement.
- (viii) The Developer confirms that it is not restricted in any manner whatsoever from selling the said Shop/ Office / Godown/ Back Office/Commercial / Semi - Commercial Complex to the Purchaser in the manner contemplated in this Shop/ Office / Godown / Back Office/

Commercial / Semi – Commercial Complex.

- (ix) At the time of execution of the conveyance deed the Developer shall handover lawful, vacant, peaceful, physical possession of the Shop/ Office / Godown / Back Office/Commercial / Semi - Commercial Complex to the Purchaser and the common areas to the Association of the Purchasers.
- (x) The Schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Schedule-A Property.
- (xi) The Developer/ Vendors has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities.
- (xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Developer/ Vendors in respect of the said Land and/or the Project.

9. EVENTS OF DEFAULTS AND CONSEQUENCES

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

- a) The Developer fails to provide ready to move in possession of the Shop/ Office / Godown / Back Office/Commercial / Semi - Commercial Complex to the Purchaser within the time period specified. For the purpose of this clause, 'ready to move in possession' shall mean that the Shop/ Office / Godown / Back Office/ Commercial / Semi-Commercial Complex shall be in a habitable condition which is complete in all respects.
- b) Discontinuance of the Developer's business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made there under.

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

- c) Stop making further payments to Developer as demanded by the Developer. If the Purchaser stops making payments, the Developer shall correct the situation by completing the construction milestones and only thereafter the Purchaser be required to make the next payment without any penal interest.
- d) The Purchaser shall have the option of terminating the Agreement in which case the Developer shall be liable to refund the entire money paid by the Purchaser under any head whatsoever towards the purchase of the Shop / Office / Godown / Back Office / Commercial / Semi - Commercial Complex, along with interest at the rate specified in the Rules within forty-five days of receiving the termination notice.
- e) Provided that where the Purchaser does not intend to withdraw from the project or terminate the Agreement, he shall be paid, by the Developer/ Vendors, interest at the rate specified in the Rules, for every month of delay till the handing over of the possession of the Building.
- f) The Purchaser shall be considered under a condition of Default, on the occurrence of the following events:

- g) In case the Purchaser fails to make payments for 3 (Three) consecutive demands made by the Developer as per the Payment Plan annexed hereto, despite having been issued notice in that regard the Purchaser shall be liable to pay interest to the Developer on the unpaid amount at the rate specified in the Rules.
- h) In case of Default by Purchaser under the condition listed above continues for a period beyond consecutive 3 (Three) months after notice from the Developer in this regard, the Developer shall cancel the allotment of the Building in favor of the Purchaser and refund the amount money paid to it by the Purchaser by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated.

10. CONVEYANCE OF THE SAID SHOP/ OFFICE / GODOWN / BACK OFFICE/ COMMERCIAL SPACE

The Developer, on receipt of complete amount of the Price of the Shop / Office / Godown/Back Office / Commercial / Semi - Commercial Space under the Agreement from the Purchaser, shall execute a conveyance deed and convey the title of the Shop / Office / Godown / Back Office / Commercial / Semi - 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 Purchaser fails to deposit the stamp duty, registration charges and all other incidental and legal expenses etc. so demanded within the period mentioned in the demand letter, the Purchaser authorizes the 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 Developer is made by the Purchaser. The Purchaser 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 / SHOP/ OFFICE / GODOWN / BACK OFFICE/COMMERCIAL SPACE /PROJECT

Each Purchaser shall make payment for a maintenance @ Rs.3/- per Sq.Ft. effected from 1st October 2025. The Developer shall have the right to utilize the said maintenance in order to provide essential maintenance services in the Project till the time an association of Purchasers is formed. Adjustment from the maintenance fund shall commence from the date mentioned above of peaceful handover of physical possession of the Shop/ Office / Godown / Back Office/ Commercial / Semi - Commercial Space in the Project to the Purchaser, Further, if handover of the maintenance services in the Project is given to such Association by the Developer, then the balance maintenance fund (if any) shall be promptly transferred to the Association.

12. DEFECT LIABILITY

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

13. RIGHT OF PURCHASER TO USE COMMON AREAS AND FACILITIES SUBJECT TO PAYMENT OF TOTAL PROPORTIONATE MAINTENANCE CHARGES

The Purchaser hereby agrees to purchase the Shop/ Office / Godown/ Back Office/Commercial/ Semi - Commercial Space on the specific understanding that his/herright to the use of Common Areas shall be subject to timely payment of total maintenance charges, as determined and thereafter billed by the maintenance agency appointed or the association of Purchasers (or the maintenance agency appointed by it) and performance by the Purchaser of

all his/her obligations in respect of the terms and conditions specified by the maintenance agency or the association of Purchasers from time to time.

14. RIGHT TO ENTER THE SHOP/ OFFICE / GODOWN / BACK OFFICE/COMMERCIAL SPACE FOR REPAIRS

The Developer/ maintenance agency/ association of Purchasers shall have rights of unrestricted access of all Common Areas, Covered Parking's and parking spaces for providing necessary maintenance services and the Purchaser agrees to permit the association of Purchasers and/or maintenance agency to enter into the Shop/ Office / Godown / Back Office/ Commercial / Semi-Commercial Space 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 open space on Ground Floor and Service Areas: The open space situated on the Ground Floor and service areas 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 equipments, etc. and other permitted uses as per sanctioned plans. The Purchaser shall not be permitted to use the open space on the Ground Floor and service areas in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the association of Purchasers formed by the Purchasers for rendering maintenance services.

16. GENERAL COMPLIANCE WITH RESPECT TO THE SHOP/ OFFICE/GODOWN/ BACK OFFICE/COMMERCIAL SPACE:

Subject to Clause 10 above, the Purchaser shall, after taking possession, be solely responsible to maintain the Shop / Office / Godown / Back Office / Commercial / Semi - Commercial Space at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Shop / Office / Godown / Back Office / Commercial / Semi - 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 Shop / Office / Godown / Back Office / Commercial Space and keep the Shop/ Office / Godown / Back Office/Commercial / Semi - Commercial Space, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized. The Purchaser further undertakes, assures and guarantees that he/she/they/it 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 Purchasers shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Purchaser shall not store any hazardous or combustible goods in the Shop/ Office / Godown/ Back Office/Commercial / Semi - Commercial Space or place any heavy material in the common passages or staircase of the Building. The Purchaser shall also not remove any wall, including the outer and load bearing wall of the Shop/ Office / Godown / Back Office/ Commercial / Semi- Commercial Space. The Purchaser shall plan and distribute its electrical load in conformity with the electrical systems installed by the Developer and thereafter the association of Purchasers or the outsourced maintenance agency appointed by Vendors (whichever applicable by the law for the time being force). The Purchaser shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

17. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PURCHASER The Purchaser is entering

into this Agreement for the allotment of a Shop/ Office / Godown /Back Office/ Commercial / Semi - 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 Purchaser hereby undertakes that he/she shall comply with and carry out, from time to time after he/she/they/it has taken over for occupation and use the said Shop/ Office / Godown / Back Office/ Commercial / Semi – Commercial Space, all the requirements, requisitions, demands and repairs which are required by any competent Authority in respect of the Shop/ Office /Godown / Back Office/ Commercial / Semi - Commercial Space at his/ her own cost.

18. ADDITIONAL CONSTRUCTIONS

The Developer undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project without approved/revised plan approved/sanctioned by the competent authority(ies) except as provided in the Act.

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

After the Developer/ Vendors execute(s) this agreement to sale, it shall not mortgage or create a charge on the Shop/ Office / Godown/ Back Office/Commercial / Semi - Commercial space which are subject matter of this agreement and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Purchaser who has taken or agreed to take such Apartment.

20. APARTMENT OWNERSHIP ACT

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

21. BINDING EFFECT

Forwarding this Agreement to the Purchasers by the Developer/ Vendors do not create a binding obligation on the part of the Developer/ Vendors or the Purchaser until, firstly, the Purchaser 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 Purchaser and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Vendors. If the Purchaser(s) fails to execute and deliver to the Developer/ Vendors this Agreement within 30 (thirty) days from the date of its receipt by the Purchaser and/or appear before the Sub-Registrar for its registration or as and when intimated by the Developer/ Vendors, then the Developer/ Vendors shall serve a notice to the Purchaser for rectifying the default, which if not rectified within 30(thirty) days from the date of its receipt by the Purchaser, application of the Purchaser shall be treated as cancelled and all sums deposited by the Purchaser in connection therewith including the booking amount shall be returned to the Purchaser 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 Shop/ Office / Godown/ Back Office/Commercial / Semi – 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 PURCHASER/SUBSEQUENT PURCHASERS

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Purchaser/s of the Shop / Office / Godown / Back Office / Commercial / Semi - Commercial Space, in case of a transfer, as the said obligations go along with the Shop / Office / Godown / Back Office / Commercial / Semi - Commercial Space for all intents and purposes.

25. WAIVER NOT A LIMITATION TO ENFORCE

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

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

26. SEVERABILITY

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

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

Wherever in this Agreement it is stipulated that the Purchaser has to make any payment, in common with other Purchaser(s) in Project, the same shall be the proportion which the carpet area of the Shop / Office / Godown / Back Office / Commercial / Semi - Commercial Space bears to the total carpet area of all the Shop / Office / Godown / Back Office / Commercial / Semi - Commercial Spaces in the Project.

28. FURTHER ASSURANCES

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

29. PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by the Developer / Vendors through its authorized signatory at the Developer's/Vendor's Office, or at some other place, which may be mutually agreed between the Developer/ Vendors and the Purchaser, in ADSR / DSR, Malda after the Agreement is duly executed by the Purchaser and the Developer/Vendors or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar / ADSR / DSR / REGISTRAR OF ASSURANCES. Hence this Agreement shall be deemed to have been executed at Malda.

30. NOTICES

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

MALDA PROJECTS PRIVATE LIMITED, represented by director **SHRI KISHOR KUMAR BHAGAT**, S/o.- Late Sulal Ram Bhagat, resident of 52/69, Rabindra Avenue, P.O. & Dist.– Malda, by Occupation- Business, by religion-Hindu, Nationality Indian in the State of West Bengal, Mail ID-

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

31. JOINT PURCHASERS

That in case there are Joint Purchasers all communications shall be sent by the Developer/ Vendors to the Purchaser 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 Purchasers.

32. GOVERNING LAW

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

33. DISPUTE RESOLUTION

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

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

SCHEDULE 'A'
(SAID PROJECT LAND)

All that piece and parcel of land measuring 49 decimal more or less forming part of L.R. Plot Nos. 359, 360, 361 & 362, recorded in L.R. Khatian Nos. 4943, 4942 & 10179 situated in Mouza – Chhoto Sujapur, J.L. No. 117, PS – Kaliachak, District- Malda, West Bengal 732206.

The said land is bound and butted as follows :-

By North : L/o Owners and another proposed for "RUBI CITY CENTRE and Saddam Hossain & others

By South: H/o Sabur Sk & others

By East : Zilla Parishad Road and Dildar Hossain & others

By West: Abdul Karim, Jamal Khan & others

SCHEDULE 'B'
(SAID COMMERCIAL SPACE/SOLD PROPERTY)

A Commercial premises having Marble/Tiles Flooring, having a Carpet Area of **Sq.Ft.**, Super Built-up area of **Sq.Ft. at** **FLOOR** along with (.....) nos. of MLCP Car Parking Space at Second Floor of the Complex named & designed as “.....” more fully shown in the Map duly demarcated with “Red” colour therein together with undivided/unpartitionable proportionate right in the Schedule “A” land on which the Shop/ Office / Godown / Back Office stands in common with the other occupiers of the said Complex with right to use common area and facilities of the Complex in common with other occupants of the Complex as particularly described in the Schedule hereunder written.

SCHEDULE 'C'
(PAYMENT PLAN)

<u>PAYMENT SCHEDULE</u>			
		Booking Amount	Rs. _____/-
1	1 st Instalment	At the time of Agreement	10% of the Total Price less Booking Amount
2	2 nd Instalment	On Completion of 1 st Floor	25% of Total Price
3	3 rd Instalment	On Completion of 2 nd Floor	25% of Total Price
4	4 th Instalment	On Completion of 4 th Floor	25% of Total Price
5	Last / Final Installment	Full and final payment at the time of registration of Conveyance	Balance amount of Total Price.
And in addition to the aforesaid consideration the Purchaser/s shall be also liable to pay GST as such rates as applicable (if any)			

SCHEDULE 'D'
(SPECIFICATIONS)

FIRE FIGHTING FACILITY
DRINKING WATER FACILITY
EMERGENCY EVACUATION SERVICE
USE OF RENEWABLE ENERGY

Note: Such other common parts, areas equipments, installations, fixtures and fittings and spaces in or about the said buildings 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' (COMMON EXPENSES)

- 1) All expenses for maintenance, operating, replacing, repairing, renovating, white washing, painting and repainting of the common portions and the common areas in the building/Complex including the outer walls of the building.
- 2) All expenses for running and operating machinery, lift, equipment and installations comprised in the common portions including water pumps, generator including cost of repairing, renovating and replacing the same.
- 3) The salaries, bonus and other emoluments and benefits and all other expenses on the persons employed or to be employed for the common purposes such as manager, caretaker, supervisor, accountant, security guard, sweepers, plumbers, electrical and other maintenance staffs.
- 4) Cost of insurance premium for insuring the building/Complex and / or the common portions.
- 5) All charges and deposits for supplies of common utilities to the Developer/ Vendors in

- common.
- 6) Panchayat tax, water tax and other levies in respect of the premises and the building/Complex save those separately assessed in respect of any unit or on the purchaser/s.
 - 7) Costs of formation and operation of the service organization including the office expenses incurred for maintaining the office thereof.
 - 8) Electricity charges for the electrical energy consumed for the operation of the equipment and installations for the common services and lighting the common portions.
 - 9) All litigation expenses incurred for the common purposes and relating to common use and enjoyment of the common portions.
 - 10) All other expenses and/or outgoing as are incurred by the service organization for the common purposes.

SCHEDULE 'F'
(TOTAL CONSIDERATION TO BE PAID BY THE PURCHASER/S)

The Total Consideration payable by the Purchaser/s to the Developer/Vendors for the Purchase of Schedule "B" Property amounts to **Rs. /- (Rupees) only** excluding all taxes as may be applicable.

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

SIGNED AND DELIVERED BY THE WITHIN NAMED PURCHASER/S:
(including joint buyers)

WITNESSES:

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