

পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

93AB 219490

Sl. No. 04  
Date 9/8/24

AGREEMENT FOR SALE

For,  
HILLS BUILDER AND DEVELOPERS  
Anirban Saha  
PARTNER

This Agreement for Sale ("Agreement") executed on this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

By and Between

LAND OWNERS:

1. SHRI BISWAJIT DAS, holding PAN Number – APHPD8594G, Aadhaar Number – 3962 6130 6218, Son of Late Karunamay Das, by Occupation – Private Service, residing at Collegepara, Ward Number – 03, Post Office & Police Station & District – Alipurduar, Pin – 736121, West Bengal, 2. SMT SOMA DAS, holding PAN Number – DPWPD5012R, Aadhaar Number – 8918 8655 6907, wife of Shri Mahendra Das, by Occupation – Homemaker, residing at Village - Takagachh, Post Office – Takagachh, Police Station and District – Coochbehar, Pin – 736180, West Bengal, both are by faith Hindu, by Nationality – Indian and 3. HILLS BUILDER & DEVELOPERS, a Partnership Firm, holding PAN Number – AAOFH9381D, represented by its partners mentioned hereinunder having its registered office at Collegepara, Ward Number – 03, Post Office & Police Station & District – Alipurduar, Pin – 736121, WEST BENGAL, hereinafter referred or called as the "LAND OWNER" (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include their heirs, successors, administrators, legal representatives and assigns) of the FIRST PART.



ATTESTED

A. Roy  
Notary & Advocate  
Alipurduar Court  
Dt. Alipurduar



**DEVELOPER:**

“**HILLS BUILDER & DEVELOPERS**”, holding PAN Number - AAOFH9381D, a Partnership Firm, having its Registered Office at Collegepara, Ward Number – 03, Post Office & Police Station & District – Alipurduar, Pin – 736121, West Bengal, represented by its Partners **1. SHRI ANIRBAN SAHA**, holding Aadhaar Number – 2855 5758 1766, son of Shri Niranjana Saha, **2. SHRI NIRANJAN SAHA**, holding Aadhaar Number – 2568 5634 2630, son of Late Manamohan Saha, **3. SHRI ARUN KUMAR BISWAS**, holding Aadhaar Number – 8513 4734 0638, son of Late Abani Kumar Biswas, all are residing at Collegepara, Ward Number – 03, Post Office & Police Station & District – Alipurduar, Pin – 736121, WEST BENGAL **4. SHRI JHUTAN SAHA**, holding Aadhaar Number – 6942 9005 4171, son of Late Santosh Kumar Saha resident of Dhekiajuli, Ward Number 06, Post Office & Police Station – Dhekiajuli, District – Sonitpur, Pin – 784110 (ASSAM) and **5. SHRI RANA SAHA**, holding Aadhaar Number – 9275 5046 7094, son of Shri Manik Saha, residing at Collegepara, Road, Ward Number – 03, Post Office & Police Station & District – Alipurduar, Pin – 736121, WEST BENGAL, all are by Faith – Hindu, by Nationality – Indian and by Occupation – Business hereinafter called as the “**DEVELOPER / DEVELOPER / CONFIRMING PARTY**” (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include its heirs, successors, administrators, legal representatives and assigns) of the **SECOND PART**.

**AND**

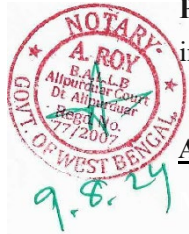
**ALLOTTEE:**

, [PAN- ] son of , by faith , by Occupations – , by Nationality - Indian, resident of , Post Office – , Police Station & District - , PIN – , hereinafter called the **VENDEE / PURCHASER** (which expression unless be repugnant to the context be deemed to include all his legal heirs, representatives, successors, administrators and assigns) of the **THIRD PART**.

*“The Land Owners and Developer / Developer and Allottee shall hereinafter collectively be referred to as the ‘Parties’ and individually as a ‘Party’”.*

**SHORT TITLE OR THE HISTORY OF PROPERTY: -**

**WHEREAS** land owner namely Shri Biswajit Das of Collegepara, Ward Number - 03, Post Office & Police Station & District – Alipurduar is well entitled in possession of a piece of land measuring 0.09 acre (09 Decimal) under Mouza – DAMANPUR, having R.S. Plot Number - 78 and having L.R. Plot Number – 783, J.L. Number – 51, Police Station – Alipurduar, out of which 0.02 acre (02 Decimals) land he purchased by virtue of a Deed of Conveyance having permanent number I – 3329 for the year 1983 registered in the then Sub-Registrar, Alipurduar and 0.04 acre (04 Decimals) land he received from his mother by way of a Gift Deed having permanent number I – 2790 dated 23-09-2020 registered at the Additional district Sub-Registrar, Alipurduar which she purchased during the year 1983 having permanent document number I – 3328 registered at the then Sub-Registrar, Alipurduar and the remaining 0.03 acre (03 Decimals) of land by way of an another Gift Deed from his brother having permanent number I – 3026 dated



09-10-2020 registered at the Additional district Sub-Registrar, Alipurduar which he purchased vide 04 nos of Sale deed having permanent numbers I – 3330, I-3331, I-3332 and I-3333 for the year 1983, all are registered at the then Sub-Registrar, Alipurduar, District – Alipurduar and duly mutated the same in his name at the Block Land & Land Reforms Office, Alipurduar – I in Land Reforms (L.R.) Khatian Number - 9698 within the limits of Alipurduar Municipality Ward Number - 03.

**ANDWHEREAS** one namely Karunamay Das of Collegepara, Post Office & Police Station & District – Alipurduar was well entitled in possession of a piece of land measuring 0.05 acre (05 Decimal) under Mouza – DAMANPUR, R.S. Plot Number 78, L.R. Plot Number – 783, J.L. Number – 51, Police Station – Alipurduar by virtue of five Deed of Conveyance having permanent numbers I – 4853, I – 4854, I – 4855, I – 4856 and I – 4857 for the year 1990 registered at the then Sub-Registrar, Alipurduar, District – Jalpaiguri (Presently Alipurduar) within the limits of Alipurduar Municipality Ward Number - 03.

**ANDWHEREAS** the said Karunamay Das died intestate leaving behind his wife namely Smt Dulu Rani Das and two sons namely (1) Shri Biswajit Das and (2) Shri Chinmay Das and his two daughters namely (1) Smt Manju Das and (2) Smt Falguni Paul as his only remaining legal heirs in possession upon the above-mentioned property measuring 0.05 acre or 05 decimals.

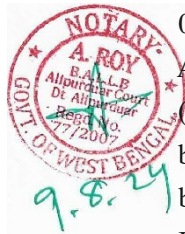
**ANDWHEREAS** from the above said successors by successors-in-interest and in possession (1) Smt Dulu Rani Das, (2) Shri Biswajit Das, (3) Smt Manju Das and (4) Smt Falguni Paul gifted their portion of land in favour of their brother namely Shri Chinmay Das by virtue a Gift deed registered at the Additional District Sub-Registrar, Alipurduar bearing Deed Number I-5362 dated 10-10-2014 and after accepting the gift he mutated the same in his present L.R. Khatian Number – 7663 and also mutated his portion of share received through successors-in-interest and in possession in separate L.R. Khatian Number – 11682.

**ANDWHEREAS** after acquiring the land measuring in total 0.05 acre (05 Decimals) through the above mentioned manner he sold a portion of land measuring 0.04 acre (04 Decimals) to Smt Soma Das (The land Owner no 2) by virtue of a Deed of Conveyance having permanent number I – 4333 dated 01-09-2017 registered at the Additional District Sub-Registrar, Alipurduar and after owning the rights through the Deed of Conveyance she mutated the same in her name at the Block Land and Land Reforms Office Alipurduar – I in L.R. Khatian Number – 8289.

**ANDWHEREAS** the above mentioned Shri Chinmay Das sold his remaining portion of land measuring 0.01 acre (01 Decimals) in favour of HILLS BUILDER AND DEVELOPERS (The land Owner No 03 herein) represented by its partners by virtue of a Deed of Conveyance having permanent number I – 1530 dated 28-03-2023 registered at the District Sub-Registrar, Alipurduar and after owning the rights through the Deed of Conveyance the mutated the same in their firm name at the Block Land and Land Reforms Office Alipurduar – I in L.R. Khatian Number – 11800.

#### **DEFINITIONS: -**

**NOWWHEREAS** the Owners of the land are sufficiently entitled to all those pieces or parcels of land or ground situate lying and being at Damanpur, Post Office & Police Station & District Alipurduar, PIN - 736121 (West Bengal) admeasuring 14 decimal or thereabouts and more particularly described in the Schedule hereunder written (hereinafter for the sake of brevity referred to as the said property)



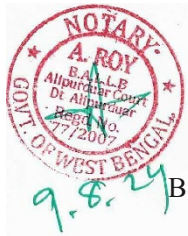
**ANDWHEREAS** the Hills Builder & Developers and the owners Shri Biswajit Das & Smt Soma Das being desirous of developing and exploiting commercially upon the property mentioned herein the owners under the consideration approached the developer and the developer also have agreed upon for their mutual benefit.

**ANDNOWWHEREAS**

- A. The owners have agreed to grant the Developer and the Developer has agreed to accept from the owner's exclusive rights of development of their portion of land also, a Development Agreement was registered at the Additional District Sub-Registrar Office Alipurduar, vide DEED No. I-6452 for the year 2022 upon the terms and subject to the conditions described in the agreement.

The owners have entered into a "REAL ESTATE DEVELOPMENT AGREEMENT" with the developer "**HILLS BUILDER & DEVELOPERS**" and to facilitated the aforesaid promoting and developing business smoothly, in terms of the said agreement, they have further agreed to confer certain necessary exclusive and absolute power to HILLS BUILDER & DEVELOPERS represented by its partners **1. SHRI ANIRBAN SAHA**, son of Shri Niranjana Saha, **2. SHRI NIRANJAN SAHA**, son of Late Manamohan Saha, **3. SHRI ARUN KUMAR BISWAS**, son of Late Abani Kumar Biswas, all are residing at Collegepara, Ward Number – 03, Post Office & Police Station & District – Alipurduar, Pin – 736121, WEST BENGAL **4. SHRI JHUTAN SAHA**, son of Late Santosh Kumar Saha resident of Dhekiajuli, Ward Number 06, Post Office & Police Station – Dhekiajuli, District – Sonitpur, Pin – 784110 (ASSAM) and **5. SHRI RANA SAHA**, son of Shri Manik Saha, residing at Collegepara, Road, Ward Number – 03, Post Office & Police Station & District – Alipurduar, Pin – 736121, WEST BENGAL, vide a Development Power of Attorney being Deed being no I-6475 for the year 2022.

- B. In pursuance of the Development Agreement, the owner executed the above-mentioned Power of Attorney to do the needful upon their portion also for and on behalf of the owner and thereafter the Developer applied and got Sanction Building plan sanctioned by the Alipurduar Municipality Vide Building Permit Number **SWS-OBPAS/0301/2023/0419** dated – 02.02.2024 and duly commence the construction within its exclusive rights of development upon the said property.
- C. The Said Land is earmarked for the purpose of building a residential project, comprising G+4 multi-storeyed apartment building and the said project shall be known as '**HILL VIEW APARTMENT**' a project under Hills Builder and Developers;
- 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
- D. The Developer is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Developer regarding the said land on which Project is to be constructed have been completed;
- E. The Alipurduar Municipality has granted the commencement certificate having Certificate No. 0917P78922330840 dated 19-08-2022 to develop the Project;



For,  
**HILLS BUILDER AND DEVELOPERS**  
*Amirban Saha*  
**PARTNER**

- F. The Developer has obtained the final layout plan approvals for the Project from Alipurduar Municipality. The 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;
- G. The Developer has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at \_\_\_\_\_ no. \_\_\_\_\_; on \_\_\_\_\_ under registration;
- H. The Allottee had applied for an apartment in the Project vide application no. \_\_\_\_\_ dated \_\_\_\_\_ and has been allotted apartment no. \_\_\_\_\_ having carpet area of \_\_\_\_\_ square feet, type \_\_\_\_\_, on \_\_\_\_\_ floor in [tower/block/building] no. ("Building") along with garage/closed parking no. \_\_\_\_\_ admeasuring \_\_\_\_\_ square feet in the \_\_\_\_\_ [Please insert the location of the garage/closed parking], 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 apartment is annexed hereto and marked as Schedule B);
- I. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;
- J. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project;
- K. 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;
- L. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Developer hereby agrees to sell and the Allottee hereby agrees to purchase the [Apartment/ Plot] and the garage/closed parking (if applicable) as specified in paragraph G.

**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 agrees to sell to the Allottee and the Allottee hereby agrees to purchase, the Apartment as specified in paragraph H;

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

Block/Building/Tower no. _____ Apartment no. _____ Type _____ Floor _____	Rate of Apartment per square feet*
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\*Provide break-up of the amounts such as cost of apartment, proportionate cost of common areas, preferential location charges, taxes etc.

[AND] [if/as applicable]

Garage/Closed parking - 1	Price for 1
Garage/Closed parking - 2	Price for 2

**EXPLANATION:**

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

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

- (iii) The Developer shall periodically intimate to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment within 30 (thirty) days from the date of such written intimation. In addition, the Developer shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/ notifications together with dates from which such taxes/levies etc. have been imposed or become effective;
- (iv) The Total Price of Apartment includes: 1) pro rata share in the Common Areas; and 2) \_\_\_\_\_ garage(s)/closed parking(s) as provided in the Agreement.

The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Developer undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authorities, the Developer shall 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 Developer may allow, in its sole discretion, a rebate for early payments of instalments payable by the Allottee by discounting such early payments @ \_\_\_ % per annum for the period by which the respective



For,  
HILLS BUILDER AND DEVELOPERS  
*Adhirban Saha*  
PARTNER

instalment 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 Developer.

It is agreed that the Developer shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described therein in respect of the apartment or building, as the case may be, without the previous written consent of the Allottee. Provided that the Developer may make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act.

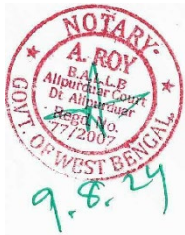
The Developer shall confirm the final carpet area that has been allotted to the Allottee after the construction of the building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for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

Subject to Clause 9.3 the Developer agrees and acknowledges, the Allottee shall have the right to the Apartment as mentioned below:

- (i) The Allottee shall have exclusive ownership of the Apartment;
- (ii) The Allottee shall also have undivided proportionate share in the Common Areas. Since the share / interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. Further, the right of the Allottee to use the Common Areas shall always be subject to the timely payment of maintenance charges and other charges as applicable. It is clarified that the Developer shall convey undivided proportionate title in the common areas to the association of allottees as provided in the Act;
- (iii) That the computation of the price of the Apartment includes recovery of price of land, construction of [not only the Apartment but also] the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, fire detection and firefighting equipment in the common areas etc. and includes cost for providing all other facilities as provided within the Project.

It is made clear by the Developer and the Allottee agrees that the Apartment 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, shall not form a part of the declaration to be filed with the Competent Authority in accordance with the West Bengal Apartment Ownership Act, 1972





The Developer agrees to pay all outgoing before transferring the physical possession of the apartment to the Allottees, which it has collected from the Allottees, for the payment of outgoing (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the project). If the Developer fails to pay all or any of the outgoing collected by it from the Allottees or any liability, mortgage loan and interest thereon before transferring the apartment to the Allottees, the Developer agrees to be liable, even after the transfer of the property, to pay such outgoing 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 therefor by such authority or person.

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

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

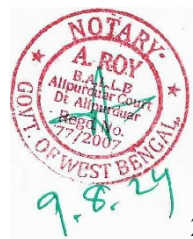
## 2. MODE OF PAYMENT

Subject to the terms of the Agreement and the Developer abiding by the construction milestones, the Allottee shall make all payments, on demand by the Developer, within the stipulated time as mentioned in the Payment Plan through A/c Payee cheque/demand draft or online payment (as applicable) in favour of 'HILLS BUILDER AND DEVELOPERS' payable at Alipurduar.

## 3. COMPLIANCE OF LAWS RELATING TO REMITTANCES

The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules and Regulations made thereunder or any statutory amendment(s) modification(s) made 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 with such permission, approvals which would enable the Developer to fulfil 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 Developer accepts no responsibility in this regard. The Allottee shall keep the Developer fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Developer immediately and comply with necessary formalities if any under the applicable laws. The Developer shall not be responsible towards any third-party making payment/remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the said apartment applied for herein in any way and the Developer shall be issuing the payment receipts in favour of the Allottee only.





For,  
HILLS BUILDER AND DEVELOPERS  
*Admirable Saha*  
PARTNER

#### 4. ADJUSTMENT/APPROPRIATION OF PAYMENTS

The Allottee 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 Allottee undertakes not to object/demand/direct the Developer to adjust his payments in any manner.

#### 5. TIME IS ESSENCE

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



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

The Allottee has seen the specifications of the Apartment and accepted the Payment Plan, floor plans, layout plans [annexed along with this Agreement] which has been approved by the competent authority, as represented by the Developer. The Developer shall develop the Project in accordance with the said layout plans, 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 and shall not have an option to make any variation /alteration /modification in such plans, other than in the manner provided under the Act, and breach of this term by the Developer shall constitute a material breach of the Agreement.

#### 7. POSSESSION OF THE APARTMENT/PLOT

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

**Procedure for taking possession** – The Developer, upon obtaining the occupancy certificate\* from the competent authority shall offer in writing the possession of the Apartment, to the Allottee in terms of this Agreement to be taken within 3 (three months from the date of issue of such notice and the Developer shall give possession of the Apartment to the Allottee. The Developer agrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Developer. The

Allottee agree(s) to pay the maintenance charges as determined by the Developer/association of allottees, as the case may be. The Developer on its behalf shall offer the possession to the Allottee in writing within 30 days of receiving the occupancy certificate\* of the Project.

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

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

**Cancellation by Allottee** – The Allottee shall have the right to cancel/withdraw his allotment in the Project as provided in the Act:

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

#### **Compensation –**

The Developer shall compensate the Allottee in case of any loss caused to him/her due to defective title of the land, on which the project is being developed or has been developed, in the manner as provided under the Act and the claim for compensation under this section shall not be barred by limitation provided under any law for the time being in force.

Except for occurrence of a Force Majeure event, if the Developer fails to complete or is unable to give possession of the Apartment (i) in accordance with the terms of this Agreement, duly completed by the date specified herein; or (ii) due to discontinuance of 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 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 Apartment, with interest at the rate specified in the Rules within 45 days including compensation in the manner as provided under the Act. Provided that where if the Allottee does not intend to withdraw from the Project, the 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 Apartment.

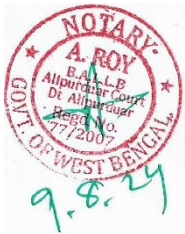
## **8. REPRESENTATIONS AND WARRANTIES OF THE DEVELOPER**

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

- (i) The Developer 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 has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;



- (iii) There are no encumbrances upon the said Land or the Project;  
[in case there are any encumbrances on the land provide details of such encumbrances including any rights, title, interest and name of party in or over such land]
- (iv) There are no litigations pending before any Court of law with respect to the said Land, Project or the Apartment;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Developer has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Building and Apartment and common areas;
- (vi) The Developer has the right to enter into this Agreement and has not committed or omitted to perform any actor thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- (vii) The Developer has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Land, including the Project and the said Apartment which will, in any manner, affect the rights of Allottee under this Agreement;
- (viii) The Developer confirms that the Developer is not restricted in any manner whatsoever from selling the said Apartment to the Allottee in the manner contemplated in this Agreement;
- (ix) At the time of execution of the conveyance deed the Developer shall handover lawful, vacant, peaceful, physical possession of the Apartment to the Allottee and the common areas to the Association of the Allottees;
- (x) The Schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Schedule Property;
- (xi) The Developer has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;
- (xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Developer in respect of the said Land and/or the Project;
- (xiii) That the property is not Waqf property.



## 9. EVENTS OF DEFAULTS AND CONSEQUENCES

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

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



For,  
HILLS BUILDER AND DEVELOPERS  
*Amrithan Saha*  
PARTNER

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

- (i) Stop making further payments to Developer as demanded by the Developer. If the Allottee stops making payments, the Developer shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any penal interest; or
- (ii) The Allottee shall have the option of terminating the Agreement in which case the Developer shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the apartment, along with interest at the rate specified in the Rules within forty-five days of receiving the termination notice:

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

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

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



## 10. CONVEYANCE OF THE SAID APARTMENT

The Developer, on receipt of complete amount of the Price of the Apartment under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the Apartment together with proportionate indivisible share in the Common Areas within 3 (three) months from the 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 Allottee 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 Allottee. The Allottee 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 / APARTMENT / PROJECT

The 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 Apartment.

## 12. DEFECT LIABILITY

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Developer as per the agreement for sale relating to such development is brought to the notice of the Developer within a period of 5 (five) years by the Allottee from the date of handing over

possession, it shall be the duty of the Developer to rectify such defects without further charge, within 30 (thirty) days, and in the event of Developer's failure to rectify such defects within such time, the aggrieved Allottees shall be entitled to receive appropriate compensation in the manner as provided under the Act.

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

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

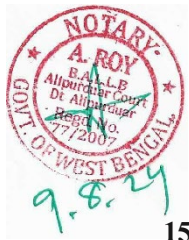
### 14. RIGHT TO ENTER THE APARTMENT FOR REPAIRS

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

### 15. USAGE

**Use of Service Areas:** The service areas, as located within the HILL VIEW APARTMENT, 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 APARTMENT:** Subject to Clause 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the Apartment at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Apartment, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Apartment and keep the Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized. The Allottee 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 Apartment 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 Apartment. The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Developer and thereafter the association of allottees



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

#### 18. ADDITIONAL CONSTRUCTIONS

The Developer undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the building plan has been approved by the competent authority(ies) except for as provided in the Act.

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

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

#### 20. APARTMENT OWNERSHIP ACT

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

#### 21. BINDING EFFECT

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

#### 22. ENTIRE AGREEMENT

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





**23. RIGHT TO AMEND**

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

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

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Allottees of the Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and 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 Allottee in not making payments as per the Payment Plan including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Developer in the case of one Allottee shall not be construed to be a precedent and /or binding on the Developer to exercise such discretion in the case of other Allottees.

Failure on the part of the 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 Apartment bears to the total carpet area of all the Apartments in the Project.

**28. FURTHER ASSURANCES**

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

**29. PLACE OF EXECUTION**

The execution of this Agreement shall be complete only upon its execution by the Developer through its authorized signatory at the Developer's Office, or at some other place, which may be mutually agreed between



For,  
HILLS BUILDER AND DEVELOPERS  
*Anirban Saha*  
PARTNER

the Developer and the Allottee, in \_\_\_\_\_ after the Agreement is duly executed by the Allottee and the Developer or simultaneously with the execution the said Agreement shall be registered at the office of the concerned Sub-Registrar. Hence this Agreement shall be deemed to have been executed at Alipurduar.

### 30. NOTICES

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

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

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

For,  
HILLS BUILDER AND DEVELOPERS

\_\_\_\_\_ PARTNER

**Shri Anirban Saha** (Partner)

Partner of 'HILLS BUILDER AND DEVELOPERS'

Of Collegepara, P.O. – Alipurduar

P.S. & Dist. Alipurduar, PIN – 736121.

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

### 31. JOINT ALLOTTEES

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

### 32. GOVERNING LAW

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

### 33. DISPUTE RESOLUTION

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

### SCHEDULE- "A"

#### [The Land]

ALL THAT a piece and parcel of land measuring 14 Decimals be the same a more or less together with G+IV Storied building has been erecting as sanctioned building plan, situated at **Mouza - Damanpur**, appertaining to



R.S. Dag No. 78 comprising to **L.R. Khatian** Nos **9698, 8289** and **11800, L.R. Plot No. 783** under Alipurduar Municipality, Ward Number - 03 Alipurduar -736121, which is butted and bounded as follows: -

**On the North:** Municipal Pucca Road. **On the South:** Land of Ashim Paul, **On the East:** Land of Rabi Dutta & **On the West:** Land of Usha Rani Biswas.

**SECOND SCHEDULE ABOVE REFERRED TO  
[The Apartment]**

**ALL THAT** a self-contained flat, being **Flat No** \_\_\_\_\_, on **Floor,** \_\_\_\_\_ side, measuring about **sq. ft.** Super-built area be the same a little more or less consisting of \_\_\_\_\_ bed rooms, one Drawing-cum-living, One kitchen, Two toilet, and \_\_\_\_\_ balcony, including the proportionate share in the common areas and facilities together with undivided proportionate share in the land situated upon the above mentioned land at present lying within the limits of the Alipurduar Municipality, in the District of Alipurduar, more fully described in the First Schedule hereinabove written therein.

**SCHEDULE – C  
PAYMENT PLAN FOR “TOTAL PRICE”**

That the Total Consideration amount is Rs. \_\_\_\_\_ /-, other than the booking confirmation amount (20%)  
Rs. \_\_\_\_\_ /- the remaining amount Rs. \_\_\_\_\_ /- duly paid by the Allottee or in favour of allottee to the Developer in the following manner

- |    |   |  |
|----|---|--|
| a. | At the time of roof casting               | 40 %                                   |
| b. | At the time of brick work, plaster        | 20 %                                   |
| c. | At the time of finishing work             | 15 %                                   |
| d. | At the time of registration or possession | 05 % of the Flat whichever is earlier. |

**IN WITNESS WHEREOF** parties hereinabove named have set their respective hands and signed this Agreement for sale at Alipurduar 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)

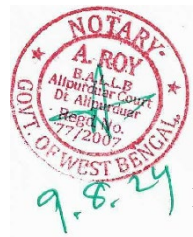
(1) \_\_\_\_\_

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

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

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and sign  
across the  
photograph

Please affix  
photograph  
and sign  
across the  
photograph





For,  
HILLS BUILDER AND DEVELOPERS  
*Amibam Saha*  
PARTNER

**SIGNED AND DELIVERED BY THE WITHIN NAMED**

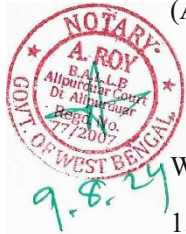
For,

Developer: **HILLS BUILDER AND DEVELOPERS**

(1) *Amibam Saha*  
PARTNER

Please affix  
photograph  
and sign  
across the  
photograph

(Authorized Signatory)



WITNESSES:

1. Signature \_\_\_\_\_ Name –  
Address \_\_\_\_\_

2. Signature \_\_\_\_\_ Name –  
Address \_\_\_\_\_

