

AGREEMENT TO SELL

THIS AGREEMENT IS MADE ON THIS THE _____ DAY OF

_____, 2023.

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B E T W E E
N

SGCON REALTY LLP, a Limited Liability Partnership concern, registered with Ministry of Corporate Affairs vide LLP Identification No.AAM-1435, Dated 01-03-2018, having its registered office at Niladri Sikhar Building, 5th Floor, Hill Cart Road, Siliguri, P.O. and P.S. - Siliguri, District - Darjeeling, PIN - 734001, in the State of West Bengal, represented by its Partner - SRI DEBABRATA SARKAR, son of Late Bhabataran Sarkar, Indian by Nationality, Hindu by faith, Business by occupation, residing at Pradhan Nagar, Siliguri, P.O. and P.S. - Pradhan Nagar, District - Darjeeling, PIN - 734003, in the State of West Bengal, hereinafter called the " VENDOR " (which expression shall unless excluded by or repugnant to the context be deemed to include its Partners, executors, successors-in-office, representatives, administrators and assignees) of the " ONE PART ". (I.T. PAN - ADPFS4303L)

A N D

_____, son of _____, Indian by Nationality, Hindu by faith, _____ by occupation, residing at _____, P.O. - _____, P.S. - _____, District - _____, PIN - _____, in the State of West Bengal, hereinafter called the " PURCHASER " (which expression shall unless excluded by or repugnant to the context be deemed to include his heirs, executors, successors, representatives, administrators and assignees) of the " OTHER PART ". (I.T. PAN - _____).

The Vendor and the Purchaser/s shall hereinafter collectively be referred to as the "Parties"and individually as a "Party".

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I. A) WHEREAS one Smt. Ghaneswari Roy, wife of Sri Bhuchung Singh Roy (The legal heir of the R.S. Recorded Owner-Late Chutum Singh Roy, son of Bhanga Singh) had transferred for valuable consideration and made over physical possession of all that piece or parcel of land measuring 1.14 Acres, forming part of R.S. Plot No.433/1070, recorded in R.S. Khatian No.316/1, situated within Mouza - Dabgram, J.L. No.2, Pargana - Baikunthapur, R.S. Sheet No.8, District - Jalpaiguri, unto and in favour of Sri Jatin Singh Roy, son of Late Padu Singh Roy, by virtue of Sale Deed, executed on 21-06-1968, being Document No.6484 for the year 1968, registered in the Office of the Dist. Sub-Registrar, Jalpaiguri.

B) AND WHEREAS abovenamed Sri Jatin Singh Roy thereafter had transferred for valuable consideration and made over physical possession of all that piece or parcel of land measuring about 7 Kathas out of the aforesaid land, unto and in favour of Smt. Pabitra Maya Pradhan, wife of Surya Bahadur Pradhan and Sri Dipak Kumar Pradhan, son of Surya Bahadur Pradhan, by virtue of Sale Deed, executed on 15-10-1969, being Document No.5273 for the year 1969, registered in the Office of the Dist. Sub-Registrar, Jalpaiguri.

AND WHEREAS by virtue of the aforesaid Sale Deed being Document No.5273 for the year 1969, abovenamed Smt. Pabitra Maya Pradhan and Sri Dipak Kumar Pradhan became the sole, absolute and exclusive owners of the aforesaid land measuring 7 Kathas [each having 50% (fifty percent) share in it], having permanent, heritable and transferable right, title and interest therein.

C) AND WHEREAS abovenamed Pabitra Maya Pradhan died intestate leaving behind her son - Dipak Kumar Pradhan, daughters - Smt. Lalita Pradhan, wife of Sri Raj Kumar Pradhan and Smt. Sangeeta Sharma, wife of Late Shivlal Sharma, as her only legal heirs to inherit her share in the aforesaid land measuring 7 Kathas.

D) AND WHEREAS by virtue of the aforesaid Sale Deed being Document No.5273 for the year 1969 and by way of inheritance abovenamed Dipak Kumar Pradhan, became the sole, absolute and exclusive owner of all that 66.67% share in the aforesaid land measuring about 7 Kathas, having permanent, heritable and transferable right, title and interest therein.

AND WHEREAS by way of inheritance abovenamed Smt. Lalita Pradhan and Smt. Sangeeta Sharma, became the sole, absolute and exclusive owners of all that 33.33% share in the aforesaid land measuring about 7 Kathas, having permanent, heritable and transferable right, title and interest therein.

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II. A) AND WHEREAS Sri Tow Singh, son of Late Bharol Singh (The R.S. Recorded Owner) had transferred for valuable consideration and made over physical possession of all that piece or parcel of land measuring 0.28 Acres, forming part of R.S. Plot No.433/1077, recorded in R.S. Khatian No.316/1, situated within Mouza - Dabgram, J.L. No.2, Pargana - Baikunthapur, R.S. Sheet No.8, District - Jalpaiguri, unto and in favour of Sri Ramu Prasad, son of Sri Kashi Prasad, by virtue of Sale Deed, executed on 31-05-1968, being Document No.5813 for the year 1968, registered in the Office of the Dist. Sub-Registrar, Jalpaiguri.

B) AND WHEREAS abovenamed Sri Ramu Prasad thereafter had transferred for valuable consideration and made over physical possession of the aforesaid land measuring 0.28 Acres, unto and in favour of Sri Narakanta Roy, son of Late Kali Kanta Roy, by virtue of Sale Deed, executed on 27-07-1968, being Document No.7259 for the year 1968, entered in Book-I, Volume No.77, Pages 96 to 98, registered in the Office of the Dist. Sub-Registrar, Jalpaiguri.

C) AND WHEREAS abovenamed Sri Narakanta Roy thereafter had transferred for valuable consideration and made over physical possession of all that piece or parcel of land measuring 4 Kathas 4 Chattaks out of the aforesaid land, unto and in favour of Sri Kalyan Choudhuri, son of Late Kailash Chandra Choudhuri, by virtue of Sale Deed, executed on 20-01-1971, being Document No.421 for the year 1971, entered in Book-I, Volume No.17, Pages 155 to 157, registered in the Office of the Dist. Sub-Registrar, Jalpaiguri.

D) AND WHEREAS abovenamed Sri Kalyan Choudhuri thereafter had transferred for valuable consideration and made over physical possession of the aforesaid land measuring 4 Kathas 4 Chattaks, unto and in favour of Smt. Bani Mitra, wife of Sri Ajit Kumar Mitra, by virtue of Sale Deed, executed on 12-12-1972, being Document No.5726 for the year 1972, entered in Book-I, Volume No.68, Pages 3 to 5, registered in the Office of the Dist. Sub-Registrar, Jalpaiguri.

III. A) AND WHEREAS abovenamed Dipak Kumar Pradhan, Smt. Lalita Pradhan and Smt. Sangeeta Sharma collectively had transferred for valuable consideration and made over physical possession of their aforesaid land measuring about 7 Kathas and abovenamed Smt. Bani Mitra had transferred for valuable consideration and made over physical possession of all that piece or parcel of land measuring 2 Kathas 13 Chattaks out of her aforesaid land, IN TOTAL MEASURING 9 KATHAS 13 CHATTAKS, unto and in favour of Sri Pradip Chaurasia, Sri Om Prakash Chaurasia and Sri Ramesh Chaurasia, all sons of Sri Kailash Nath Chaurasia, by virtue of Sale Deed, executed on 04-05-2007, being Document No.2763 for the year 2008, entered in Book-I, CD Volume No.6, Pages 2663 to 2679, registered in the Office of the Dist. Sub-Registrar, Jalpaiguri.

B) AND WHEREAS abovenamed Sri Pradip Chaurasia and Sri Ramesh Chaurasia thereafter had transferred and made over physical possession of their undivided 2/3rd share in the aforesaid land measuring 9 Kathas 13 Chattaks, unto and in favour of their abovenamed brother - Sri Om Prakash Chaurasia, son of Sri Kailash Nath Chaurasia, by virtue of Gift Deed, executed on 24-06-2011, being Document No.2389 for the year 2011 entered in Book-I, CD Volume No.6, Pages 2167 to 2178, registered in the Office of the Dist. Sub-Registrar, Jalpaiguri.

C) AND WHEREAS by virtue of the aforesaid Sale Deed, being Document No.2763 for the year 2008 and by virtue of aforesaid Gift Deed, being Document No.2389 for the year 2011, abovenamed Sri Om Prakash Chaurasia became the sole, absolute and exclusive owner of the aforesaid land measuring 9 Kathas 13 Chattaks, having permanent, heritable and transferable right, title and interest therein.

D) AND WHEREAS abovenamed Sri Om Prakash Chaurasia thereafter had transferred for valuable consideration and made over physical possession of the aforesaid land measuring 9 Kathas 13 Chattaks, unto and in favour of J.S.M. Properties Private Limited, by virtue of five separate Sale Deeds, all executed on 06-02-2013, being Document Nos.1127, 1128, 1130, 1131 and 1132 for the year 2013, entered in Book - I, CD Volume No.4, Pages 1897 to 1917, 1918 to 1938, 2943 to 2962, 2982 to 3001 and 3123 to 3143, registered in the Office of the Addl. Dist. Sub-Registrar, Rajganj.

E) AND WHEREAS abovenamed J.S.M. Properties Private Limited thereafter had transferred for valuable consideration and made over physical possession of the aforesaid land measuring 9 Kathas 13 Chattaks, unto and in favour of Sri Milan Agarwal, son of Sri Luxman Prasad Agarwal, by virtue of four separate Sale Deeds, all executed on 19-03-2015, being Document Nos.2010, 2020, 2060 and 2086 for the year 2015, entered in Book-I, CD Volume No.6, Pages 2089 to 2101, 2223 to 2235, 2776 to 2788 and 3284 to 3296, registered in the Office of the Addl. Dist. Sub-Registrar, Rajganj.

IV. A) AND WHEREAS abovenamed Sri Milan Agarwal thereafter had transferred for valuable consideration and made over physical possession of all that piece or parcel of land measuring 0.05 Acres forming part of R.S. Plot No.433/1070 corresponding to L.R. Plot No.23 and 0.04 Acres forming part of R.S. Plot No.433/1077 corresponding to L.R. Plot No.22, IN TOTAL MEASURING 0.09 ACRES, both the plots recorded in R.S. Khatian No.316/1 corresponding to L.R. Khatian No.370, situated within Mouza - Dabgram, J.L. No. 2, Pargana - Baikunthapur, R.S. Sheet No.8 corresponding to L.R. Sheet No.39, P.S. - Bhaktinagar, District - Jalpaiguri, unto and in favour of SGCON REALTY LLP, by virtue of Sale Deed, executed on 18-06-2018, being Document No.4129 for the year 2018, entered in Book-I, Volume No.0711-2018, Pages 97818 to 97841, registered in the Office of the Addl. Dist. Sub-Registrar, Bhaktinagar.

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B) AND WHEREAS abovenamed Sri Milan Agarwal had also transferred for valuable consideration and made over physical possession of all that piece or parcel of land measuring 0.07 Acres forming part of R.S. Plot No.433/1070 corresponding to L.R. Plot No.23, recorded in R.S. Khatian No.316/1 corresponding to L.R. Khatian No.370, situated within Mouza - Dabgram, J.L. No. 2, Pargana - Baikunthapur, R.S. Sheet No.8 corresponding to L.R. Sheet No.39, P.S. - Bhaktinagar, District - Jalpaiguri, unto and in favour of SGCON REALTY LLP, by virtue of Sale Deed, executed on 25-06-2018, being Document No.4451 for the year 2018, entered in Book-I, Volume No.0711-2018, Pages 101132 to 101155, registered in the Office of the Addl. Dist. Sub-Registrar, Bhaktinagar.

V. AND WHEREAS by virtue of aforesaid two separate Sale Deeds being Document Nos.4129 and 4451 both for the year 2018, abovenamed SGCON REALTY LLP became the sole, absolute and exclusive owner of the aforesaid land in total measuring 0.16 Acres, having permanent, heritable and transferable right, title and interest therein and the said land was subsequently recorded in its name in the L.R. Record of Rights, being L.R. Khatian No.421, situated within Mouza - Dabgram, J.L. No. 2, Pargana - Baikunthapur, R.S. Sheet No.8 corresponding to L.R. Sheet No.39, P.S. - Bhaktinagar, District - Jalpaiguri.

VI. AND WHEREAS the character of the aforesaid land was converted from Sahari to Commercial Bastu, vide conversion Case No.CN/2019/0701/360, Dated 06-05-2019 from the Office of the S.D.L & L.R.O (S), Jalpaiguri.

VII. AND WHEREAS the Vendor is constructing a building on the aforesaid land measuring 0.16 Acres, the permit of which has been granted vide Building Permit No.SWS-OBPAS/0104/2022/2085, issued by the Commissioner, Siliguri Municipal Corporation and the said building (hereinafter referred to as “ Project ”) shall be known as “ SGCON SHREYA ”.

VIII. AND WHEREAS the said building comprises of several independent residential flats/
shop rooms/ premises/ units/ parking spaces along with the common facilities.

IX. AND WHEREAS the Vendor is fully competent to enter into this agreement and all the legal formalities the respect to the right, title and interest of the Vendor regarding the said land on which the Project is to be constructed have been completed.

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X. AND WHEREAS the Vendor has obtained the final layout plan, sanctioned plan, specifications and approvals for the Project from the appropriate authority. The Vendor agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with the Real Estate (Regulation and Development) Act, 2016.

XI. AND WHEREAS the Vendor has registered the Project under the provisions of the Real Estate (Regulation and Development) Act, 2016 with the Real Estate Regulatory Authority at _____, vide Registration No. _____.

XII. AND WHEREAS the Vendor has formulated a scheme to enable a person/party intending to have his/ her/ its/ their own residential flat/ shop room/ premise/ unit/ parking space in the said building along with the undivided proportionate share and interest in the land on which the said building stands. The proportionate share or interest in the land is to be determined according to the constructed area comprising the unit or premises proportionate to the total constructed area on the said land.

XIII. AND WHEREAS the Purchaser/s has/have applied for a _____ in the Project.

XIV. AND WHEREAS the Vendor has now firmly and finally decided to sell and have offered for sale to the Purchaser/s all that _____ measuring _____ .00 Sq.ft. (Carpet Area) i.e. _____ .00 Sq.ft. (Super Built-up Area) at _____ Floor of the building, more particularly described in the Schedule-A given hereinunder, for a valuable consideration of Rs. _____ .00 (Rupees _____) only.

XV. AND WHEREAS the Purchaser/s being in need of Schedule-A property in ownership in the locality where the aforesaid building is situated and after inspecting the documents of title of Vendor to the said land, site plan, sanctioned building plan, standard of workmanship in construction, quality of materials used etc. as well as the construction of the said building and considering the price so offered by the Vendor as fair, reasonable and highest has / have agreed to purchase from the Vendor the Schedule-A property with undivided common share or interest in the stairs, open space, toilet, water source and other fittings and fixtures and other common parts services of the building, free from all encumbrances, charges, liens, lispendens, attachments, mortgages and all or any other liabilities whatsoever with sole, absolute, exclusive, transferable and irrevocable right, title and interest for the Schedule-A property for a valuable consideration of Rs. _____ .00 (Rupees _____) only.

XVI. AND WHEREAS the Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein.

XVII. AND WHEREAS 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.

XVIII. AND WHEREAS 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.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:-

1.

TERMS:

1.1 That the Vendor hereby agrees to sell and transfer unto the Purchaser/s the Schedule-A property and the Purchaser/s hereby agree to purchase the same for a valuable consideration of Rs. _____ .00 (Rupees _____) only.

Explanation

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(i) The consideration amount above includes the booking amount paid by the Purchaser/s to the Vendor towards the Schedule-A property;

(ii) The consideration amount of the Schedule-A property is exclusive of all Taxes;

(iii) The Vendor shall periodically intimate in writing to the Purchaser/s, the amount payable as stated in (i) above and the Purchaser/s shall make payment demanded by the Vendor within the time and in the manner specified therein. In addition, the Vendor shall provide to the Purchaser/s the details of the taxes paid or demanded along with the acts / rules / notifications together with dates from which such taxes/levies, etc., have been imposed or become effective;

(iv) The consideration amount of Schedule-A property includes recovery of price of land (proportionate share), construction of not only the Schedule-A property but also the Common Areas, internal development charges, external development charges, cost of providing electric wiring, electrical connectivity to the unit/apartment, lift, water line and plumbing, finishing with POP, tiles, doors, windows, fire detection and firefighting equipment in the common areas, and includes cost for providing all other facilities, amenities and specifications to be provided within the Project.

1.2 The consideration amount is escalation-free, save and except increases which the Purchaser/s hereby agrees to pay due to increases 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 Vendor undertakes and agrees that while raising a demand on the Purchaser/s for increase in development charges, cost/charges imposed by the competent authority, the Vendor shall enclose the said notifications/ order/ rule regulations to the effect along with the demand letter being issued to the Purchaser/s, which shall only be applicable on subsequent payments.

Provided that if there is any new impositions or increase of any development charges after the expiry of the scheduled date of completion of the project as per registrations with the Authority, which shall include the extension of registration, if any, granted to the said project by the authority as per the Act, the same shall not be charged from the Purchaser/s.

1.3 It is agreed that the Vendor shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities with respect to the Schedule-A Property, without the written consent of the Purchaser/s as per the provisions of the Act.

Provided that the Vendor may make such minor additions or alterations as may be required by the Purchaser/s or such minor changes or alterations as per the provisions of the Act.

1.4 The Vendor agrees and acknowledges that the Purchaser/s shall have the right to the Schedule-A property as mentioned below:

- (i) The Purchaser/s shall have exclusive ownership of the Schedule-A property.
- (ii) The Purchaser/s shall also have undivided proportionate share in the Common Areas, along with other occupants without causing any inconvenience or hindrance to them. It is clarified that the Vendor shall hand over the common areas to the Association of Purchasers on its formation after duly applying for the completion certificate to the competent authority as provided in the Act. The right of the Purchaser/s to use the Common Areas shall always be subject to the timely payment of maintenance charges and other charges as applicable.
- (iii) The Purchaser/s has/have the right to visit the project site to assess the extent of development of the project.

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1.5 It has been made clear by the Vendor to the Purchaser/s that the Schedule-A property 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 any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Purchaser/s. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Purchaser/s of the units in the Project.

1.6 The Vendor agrees to pay all outgoing before transferring the physical possession of the Schedule-A property to the Purchaser/s, which it has collected from the Purchaser/s, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, bank and financial institutions, which are related to the project). If the Vendor fails to pay all or any of the outgoings collected from the Purchaser/s, or any liability, mortgage loan and interest thereon before transferring the Schedule-A property to the Purchaser/s, then the Vendor shall be liable 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 therefore by such authority or person.

1.7 That in pursuance of the aforesaid offer, acceptance and agreement, the Purchaser/s has/have paid to the Vendor a sum of Rs. _____ .00 (Rupees _____) only, excluding G.S.T, as earnest/baina money, the receipt of which the Vendor do hereby acknowledge by execution of these presents.

1.8 That the balance amount shall be paid as particularly described in the Schedule-C given hereinbelow.

1.9 That the Vendor shall handover the Schedule - A property to the Purchaser/s after completion, which shall be completed within _____, and the necessary sale deed shall be executed by the Vendor in favour of the Purchaser/s simultaneously after receiving the entire consideration amount, along with the G.S.T as may be applicable at the relevant time. The stamp duty, the registration fee and allied legal charges incurred on the registration of this agreement and the said sale deed shall be borne by the Purchaser/s.

2.MODE OF PAYMENT

Subject to the terms of this Agreement and the Vendor abiding by the construction milestones, the Purchaser/s shall make payments, by Cheque / RTGS to the Vendor, within the stipulated time as aforesaid.

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES

3.1 The Purchaser/s, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and Rules and Regulations made there under or any statutory amendments (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 Vendor with such permission, approvals which would enable the Vendor 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/s understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

3.2 The Vendor accepts no responsibility with regard to matters specified in Para 3.1 above. The Purchaser/s shall keep the Vendor fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Purchaser/s subsequent to the signing of this Agreement, it shall be the sole responsibility of the Purchaser/s to intimate the same in writing to the Vendor immediately and comply with necessary formalities if any under the applicable laws. The Vendor shall not be responsible towards any third party making payment/remittances on behalf of any Purchaser/s and such third party shall not have any right in the application/allotment of the said apartment applied for herein in any way and the Vendor shall be issuing the payment receipts in favour of the Purchaser/s only.

4. ADJUSTMENT/APPROPRIATION OF THE PAYMENT

The Purchaser/s authorizes the Vendor to adjust/appropriate all payments made by him/her/them under any head (s) of dues against lawful outstanding of the Purchaser/s against the Schedule-A property if any, in his/her/their name and the Purchaser/s undertakes not to object / demand / direct the Vendor to adjust his/her/their payments in any manner whatsoever.

5. TIME IS ESSENCE

The Vendor shall abide by the time schedule for completing the project as disclosed at the time of registration of the project with the authority and towards handing over the Schedule-A property to the Purchaser/s and the common areas to the Association of Purchasers.

6. CONSTRUCTION OF THE PROJECT

The Purchaser/s has/have seen the proposed plan, specifications, amenities and facilities of the Schedule-A property and accepted the Payment Plan, floor plans, and the specifications, amenities and facilities which has been approved by the competent authority, as represented by the Vendor. The Vendor shall develop the Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities subject to the terms in this Agreement, the Vendor undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the prevailing laws 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/or as elsewhere stated in this agreement, and breach of this term by the Vendor shall constitute a material breach of the Agreement.

7. POSSESSION

7.1 Schedule for possession of the Schedule-A Property – The Vendor agrees and understands that timely delivery of possession of the Apartment is the essence of the Agreement. The Vendor, 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 Purchaser/s agrees that the Vendor 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 Purchaser/s agrees and confirms that, in the event it becomes impossible for the Vendor to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Vendor shall refund to the Purchaser/s the entire amount received by the Vendor from the allotment within 45 days from that date. After refund of the money paid by the Purchaser/s, the Purchaser/s agrees that he/she shall not have any rights, claims etc. against the Vendor and that the Vendor shall be released and discharged from all its obligations and liabilities under this Agreement.

7.2 Procedure for taking possession – The Vendor, upon obtaining the occupancy certificate from the competent authority shall offer in writing the possession of the Apartment to the Purchaser/s in terms of this Agreement to be taken within 3 (three months) from the date of issue of such notice and the Vendor shall give possession of the Apartment to the Purchaser. The Vendor agrees and undertakes to indemnify the Purchaser in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Vendor. The Purchaser agree(s) to pay the maintenance charges as determined by the Vendor/association of purchasers, as the case may be. The Vendor on its behalf shall offer the possession to the Purchaser in writing within _____ days of receiving the occupancy certificate* of the Project.

7.3 Failure of Purchaser/s to take Possession of the Apartment –

Upon receiving a written intimation from the Vendor as per 7.2 above, the Purchaser/s shall take possession of the Apartment from the Vendor by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and the Vendor shall give possession of the Apartment to the Purchaser. In case the Purchaser/s fails to take possession within the time provided in paragraph 7.2, such Purchaser/s shall continue to be liable to pay maintenance charges and interest on due payment and all other outgoings.

7.4 Possession by the Purchaser/s – After obtaining the occupancy / completion certificate and handing over physical possession of all the Apartment to the Purchaser/s, it shall be the responsibility of the Vendor to hand over the necessary documents and plans, including common areas to the association of the Purchaser/s or the competent authority, as the case may be, as per local laws.

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

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

7.6 Compensation – The Vendor shall compensate the Purchaser/s in case of any loss caused to him/her/them due to defective title of the said 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 Vendor fails to complete or is unable to give possession of the [Apartment/Plot] (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 Vendor 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 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 Purchaser does not intend to withdraw from the Project, the Vendor 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 Apartment.

8. REPRESENTATIONS AND WARRANTIES OF THE VENDOR

The Vendor hereby represents and warrants to the Purchaser/s as follows :

A. The Vendor has absolute, clear and marketable title with respect to the said land, the Vendor has requisite rights to carry out development upon the said land and absolute, actual, physical and legal possession of the said land for the project;

B. The Vendor has lawful rights and requisite approvals from the competent authorities to carry out development of the Project;

C. There are no encumbrances upon the said land or the Project. In case of any encumbrance, the Vendor shall intimate the same to the Purchaser/s;

D. There are no suit/s, case/s or any other form of litigation/s pending before any Court of Law with respect to the said land or the Project;

E. All approvals, licenses and permits issued by the competent authorities with respect to the project and the said land are valid and subsisting and have been obtained by following due process of law. Further, the Vendor 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 Apartments and common areas;

F. The Vendor has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Purchaser/s intended to be created herein, may prejudicially be affected;

G. The Vendor 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 Schedule-A property which will, in any manner, affect the rights of Purchaser/s under this Agreement;

H. The Vendor confirms that the Vendor is not restricted in any manner whatsoever from selling the Schedule-A property to the Purchaser/s in the manner contemplated in this Agreement;

I. At the time of execution of the Sale Deed the Vendor shall handover lawful, vacant, peaceful, physical possession of the Schedule-A property to the Purchaser/s;

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J. That the said land is not a subject matter of any HUF or Waqf Property;

K. The Vendor 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 Schedule-A Property to the competent Authorities till handing over of the Schedule-A Property to the Purchaser/s subject to the conditions as stipulated in this agreement;

L. 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) has been received by or served upon the Vendor in respect of the said land.

M. That subject to the conditions as stipulated in this agreement, if the Vendor avoids, neglects and/or fails to execute and register the necessary Sale Deed in favour of the Purchaser/s with respect to the Schedule-A property, then the Purchaser/s shall be entitled to get the necessary legal Sale Deed executed and registered through the process of law and the Vendor shall be liable for the entire cost of the suit.

9.

COMPLIANCE

A. That the Purchaser/s shall not do any act, deed or thing whereby the development/ construction of the said building is in any way hindered or impeded with nor shall prevent the Vendor from selling, transferring, assigning or disposing of unsold portion or rights, title and interest therein or appurtenant thereto.

B. That the Purchaser/s shall keep the area neat and clean and in proper condition and shall not use the same for any illegal purpose or in a manner which may cause annoyance to the other occupiers/occupants of the said building.

C. That the right of the Purchaser/s to use the common areas shall be subject to timely payment of maintenance charges. The Purchaser/s shall bear the maintenance charge/s which will be applicable from the date of registration and/or handover of the Schedule-A Property, whichever is earlier on the Super Built-up Area along with applicable G.S.T thereon per month till the time an executive body or any other authority of the apartment is formed to take care of the common maintenance of the building.

10. EVENTS OF DEFAULTS AND CONSEQUENCES

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

(i) Vendor fails to provide ready to move in possession of the Schedule-A Property to the Purchaser/s within the time period specified in paragraph 7.1;

(ii) Discontinuance of the Vendor business as a developer on account of suspension or revocation of its registration under the provisions of the Act or the rules or regulations made thereunder.

b. In case of Default by Vendor under the conditions listed above, the Purchaser/s is entitled to the following :

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

(ii) The Purchaser/s shall have the option of terminating the Agreement in which case the Vendor shall be liable to refund the entire money paid by the Purchaser/s under any head whatsoever towards the purchase of the Schedule-A property, along with interest at the rate prescribed in the Rules within 6 (six) months of receiving the termination notice;

Provided that where an Purchaser/s does not intend to withdraw from the project or terminate the Agreement, he/she/they shall be paid, by the Vendor, interest at the rate prescribed in the Rules, for every month of delay till the handing over of the possession of the Schedule-A property, which shall be paid by the Vendor to the Purchaser/s within 6 (six) months of it becoming due.

c. The Purchaser/s shall be considered under a condition of Default, on the occurrence of the following events:

That in case of default in payment of balance amount within the stipulated period as aforesaid or non observance and compliance of any of the terms and conditions hereof the Vendor shall be at liberty to terminate this agreement and forfeit 10% of the consideration amount together with the proportionate interest liability, GST and other Government Taxes and shall be at liberty to dispose of the Schedule-A property in such manner and to such person as they may think fit and the purchaser shall not be entitled to question or dispute such sale by the Vendor on any ground whatsoever or claim any amount whatsoever on this account.

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11. CONVEYANCE OF THE SAID SCHEDULE-A PROPERTY

The Vendor on receipt of Consideration Amount of the Schedule-A property from the Purchaser/s and other amounts elsewhere herein mentioned, shall execute a conveyance deed and convey the title of the Schedule-A property together with proportionate indivisible share in the common areas within 1 (one) month from the date of application / receipt of the occupancy certificate or the completion certificate, as the case may be, in favour of the Purchaser/s.

12. MAINTENANCE

The Vendor 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 Purchaser/s subject to the payment of maintenance charges as per paragraph 9C.

13. RIGHT TO ENTER FOR REPAIRS

The Vendor or the Association of Purchasers shall have right of unrestricted access of all Common Areas for providing necessary maintenance services and the Purchaser/s agrees to permit the Association of Purchasers and/or maintenance agency to enter into the Schedule-A property 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.

14. USAGE

Use of Service Areas: The service areas, if any, as located within the Project, shall be earmarked for purposes including but not limited to installing transformer, DG set rooms, underground water tanks, fire fighting pumps and equipments etc. and other permitted uses as per sanctioned plans. The Purchaser/s shall not be permitted to use the services areas in any manner whatsoever, other than for rendering maintenance services.

15. COMPLIANCE WITH RESPECT TO THE SCHEDULE-A PROPERTY :

a. The Purchaser/s shall, after taking possession, be solely responsible to maintain the Schedule-A property at his/her/their own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Schedule-A Property, 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 Schedule-A property, and keep the Schedule-A property, 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.

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b. The Purchaser/s further undertake/s, assure/s and guarantee/s that he/she/they would not put any signboard/name-plate, neon light, publicity material or advertisement material etc. on the face façade of the Building or anywhere on the exterior of the Project, building therein or Common Areas. The Purchaser/s shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Purchaser/s shall not store any hazardous or combustible goods in the Schedule-A property or place any heavy material in the common passages or staircase of the Building. The Purchaser/s shall also not remove any wall including the outer and load bearing wall of the Schedule-A property.

c. The Purchaser/s shall plan and distribute its electrical load in conformity with the electrical systems installed for the Project. The Purchaser/s shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

16. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES

The parties are entering into this Agreement with respect to Schedule-A property with the full knowledge of all laws, rules, regulations, notifications applicable to the Project.

17. ADDITIONAL CONSTRUCTIONS

The Vendor undertakes that it has no right to make additions or to put up additional structure (s) anywhere in the Project after the building plan layout plan, sanction plan and specifications, amenities and facilities has been approved by the competent authorities and disclosed, except for as provided in the Act.

18. VENDOR SHALL NOT MORTGAGE OR CREATE A CHARGE

After the Vendor executes this Agreement, it shall not mortgage or create a charge on the Schedule-A property 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/s who has taken or agreed to take the Schedule-A property.

19. THE RELEVANT STATE ACT

The Vendor has assured the Purchaser/s that the project in its entirety is in accordance with the provisions of the prevailing Law of the Land.

20. BINDING EFFECT

Forwarding this Agreement to the Purchaser/s by the Vendor does not create a binding obligation on the part of the Vendor or the Purchaser/s until the Purchaser/s signs and delivers this Agreement with all the schedules and annexure along with the payments due as stipulated in the Payment Plan and the Purchaser/s appears for registration of this Agreement before the concerned Registering authority as and when intimated by the Vendor. The Purchaser/s shall bear the stamp duty and the registration fee incurred for the purpose of registration of this Agreement. If the Purchaser/s fails to execute and deliver to the Vendor this Agreement within 30 days from the date of its receipt by the Purchaser/s and/or fails to appear before the concerned Registering authority for registration as and when intimated by Vendor, then the Vendor shall serve a notice to the Purchaser/s for rectifying the default, which if not rectified within 15 days from the date of its receipt by the Purchaser/s, application of the Purchaser/s shall be treated as cancelled and all sums deposited by the Purchaser/s in connection therewith, including the baina amount, shall be returned to the Purchaser/s after deducting the taxable amount borne by the Vendor without any interest or compensation whatsoever. In any event of cancellation or termination of this Agreement, the Vendor shall not bear any liability towards the refund of the stamp duty and the registration fee incurred by the Purchaser/s for the purpose of registration of this Agreement.

21. ENTIRE AGREEMENT

This Agreement, along with its Schedules/ Annexure, 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 Schedule-A Property, as the case may be.

22. RIGHT TO AMEND

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

23. PROVISIONS OF THIS AGREEMENT APPLICABLE ON PURCHASER/S/ SUBSEQUENT PURCHASER/S

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

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24. WAIVER NOT A LIMITATION TO ENFORCE

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

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

25.

SEVERABILITY

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made there under or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made there under 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.

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

Wherever in this Agreement it is stipulated that the Purchaser/s has to make any payment, in common with other Purchaser/s (s) in Project, the same shall be the proportion which the carpet area of the Schedule-A property bears to the total carpet area of all the units in the Project.

27.FURTHERASSURANCE

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

28.PLACE
OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by the Vendor at the Office of the Vendor or at some other place, which may be mutually agreed between the Vendor and the Purchaser/s.

29.NOTICE
S

Unless otherwise expressly mentioned herein all notices to be served hereunder by any of the parties on the other shall be deemed to have been served if served by hand or sent by Registered Post with acknowledgment due at the address of the other party mentioned hereinabove or hereafter notified in writing and irrespective of any change of address or return of the cover sent by Registered Post without the same being served. None of the parties shall raise any objection as to service of the notice deemed to have been served as aforesaid. That in case there are joint Purchaser/s, all communications shall be sent by the Vendor to the Purchaser/s whose name appears first and at the address given by him/her which shall for all intents and purposes be considered as properly served on all the Purchaser/s.

30.SAVING
S

Any application letter, allotment letter, agreement, or any other document signed by the Purchaser/s in respect of the Schedule-A property or building, as the case may be, prior to the execution and registration of this Agreement shall not be construed to limit the rights and interests of the Purchaser/s under the Agreement for sale or under the Act or the rules or the regulations made there under.

31.
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 Act and the Rules and regulations made there under including other applicable laws of India for the time being in force.

32.DISPUTE RESOLUTION
N

That if any dispute or difference arises out of or in connection with the interpretation or implementation of this Agreement, or out of or in connection with the breach, or alleged breach of this Agreement, such dispute shall be referred to arbitration under the Arbitration and Conciliation Act, 1996. The arbitration tribunal shall consist of three arbitrators, to be mutually appointed by the Parties. The arbitration shall be held at Siliguri and all proceedings shall be conducted in English. The arbitration award made by the arbitrators shall be in writing and shall be final and binding on the Parties and the Parties agree to be bound thereby and to act accordingly.

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

SIGNED AND DELIVERED BY THE WITHIN NAMED

Allottee : (including joint buyers)

- 1)
- 2)

Please affix photograph and sign across the photograph

Please affix photograph and sign across the photograph

At _____ on _____ in the presence of

SIGNED AND DELIVERED BY THE WITHIN NAMED

Promoter :

- 1)

(Authorized Signatory)

Please affix photograph and sign across the photograph

WITNESSES :

- 1. Signature _____ Name _____
Address _____
- 2. Signature _____ Name _____
Address _____

SCHEDULE 'A' – PLEASE INSERT DESCRIPTION OF THE [APARTMENT/PLOT] AND THE GARAGE CLOSED PARKING (IF APPLICABLE ALONG WITH BOUNDARIES IN ALL FOUR DIRECTIONS

SCHEDULE 'B' FLOOR PLAN OF THE APARTMENT

SCHEDULE 'C' PAYMENT PLAN BY THE ALLOTTEE

Drafted as per the instructions of the parties and printed in the Office of Kamal Kumar Kedia & Associates, Siliguri.

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

Rahul Kedia
Advocate,
Siliguri.E.No.F/1379/1
449/2017.