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AGREEMENT FOR SALE

THIS INDENTURE IS MADE ON THIS THE _____ DAY OF _____, 2024.

B E T W E E N

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1. **SRI SUSHIL KUMAR AGARWAL**, Son of Late Masanilal Agarwal, (**PAN: ACVPA7535P**) (**AADHAR: 2991 2706 7649**) Hindu by Religion, Indian by Nationality, Business by Occupation, Resident of M L Agarwal & Brothers, Church Road, Siliguri, Ward No. 10, P.O. & P.S. Siliguri, District – Darjeeling, in the State of West Bengal,
2. **SRI SUNIL KUMAR AGARWAL**, Son of Khajanchi Ram Agarwal, (**PAN: ANXPA0212G**) (**AADHAR: 5596 3547 3011**) Hindu by Religion, Indian by Nationality, Business by Occupation, Resident of Singtam Nagar Panchayat, Mandir Lane, Singtam Forest Block, P.O. & P.S. Singtam, District – East Sikkim, in the State of Sikkim, --- hereinafter jointly & collectively called the "**VENDORS / FIRST PARTY**" (which expression shall mean and include their heirs, executors, successors, representatives, administrators and assignees) of the "**FIRST PART**".

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SKA LUMINA DEVELOPERS, (PAN: AEOFS8685R) a Partnership Firm, having its principal office at City Centre, 2nd Floor, Room No. 0208, Office Block – F, P.O. & P.S. Matigara, District – Darjeeling, in the State of West Bengal --- represented by its Partners, (i) **SRI SUSHIL KUMAR AGARWAL**, Son of Late Masanilal Agarwal, Hindu by Religion, Indian by Nationality, Business by Occupation, resident of M L Agarwal & Brothers, Church Road, Siliguri, Ward No. 10, P.O. & P.S. Siliguri, District – Darjeeling, in the State of West Bengal and (ii) **LUMINA DEVELOPERS LLP**, a Limited Liability Partnership, incorporated under the Limited Liability Partnership Act, 2008, having its office at 3rd Floor, Room No. 23, International Market, Sevoke Road, Siliguri, P.O. & P.S. Siliguri, District – Darjeeling, in the State of West Bengal, represented by its Partner, **SRI KAJAL SARKAR**, Son of Sri Kamal Sarkar, Hindu by Religion, Indian by Nationality, Business by Occupation, Resident of Dakghar Sarani, Bhaktinagar, Siliguri, District – Jalpaiguri, in the State of West Bengal --- hereinafter called the "**CONFIRMING PARTY / DEVELOPER / SECOND PARTY**" (which expression shall unless excluded by or repugnant to the context be deemed to include its Partners, executors, successors, representatives administrators and assignees) of the "**SECOND PART**".

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_____, Son of _____, (PAN: _____) (AADHAR: _____) _____ by Religion, Indian by Nationality, _____ by Occupation, Resident of _____, P.O. _____, P.S. _____, District – _____, in the State of _____ --- hereinafter called the “**PURCHASER(S) / ALLOTTEE(S) / THIRD PARTY**” (which expression shall mean and include his/her/their heirs, executors, successors, representatives, administrators and assignees) of the “**THIRD PART**”.

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

A.

WHEREAS Luxmi Township Ltd., applied to the Government of West Bengal to occupy for the purpose of setting up a Satellite Township an area of more or less 393.25 Acres of land in Mouza Gourcharan, J.L. No. 81, Mouza Baragharia, J.L. No. 82, and Mouza Ujanu, J.L. No. 86, all within the jurisdiction of Police Station Matigara, in Siliguri, Dist. Darjeeling.

AND WHEREAS with view to enabling Luxmi Township Ltd., to implement its project of setting up a modern satellite Township, the Governor for the State of West Bengal by an Indenture of Lease dated 21st Day of November 2003, registered in the office of the Additional District Sub-Registrar, Siliguri-II at Bagdogra, District Darjeeling and recorded in Book No. I, Volume No. 69, Pages 335 to 434, being Deed No. 3423 for the year 2003 hereinafter referred to as “the **PARENT LEASE**”, granted in favour of Luxmi Township Ltd., a lease in respect of the said 393.25 Acres of land mentioned above, as more fully and particularly described in the Schedule to the said indenture of Lease dated 21st Day of November 2003 and also described in the SCHEDULE – A hereof hereinafter referred to as “the said total area”.

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AND WHEREAS the parents Lease is for a period of 99 years from 23rd day of April, 2002 with option for renewal of the same for a further period of 99 years and thereafter successive like periods upon the same terms and conditions save as to the rent, which may be increased or otherwise varied in accordance with the provisions of law, as may be in force from time to time.

AND WHEREAS as the Lessee under the said parent lease, the previous Assignor i.e., Luxmi Township Ltd., was required to develop the said total area in accordance with the development schemes approved by the Government of West Bengal and to divide and demarcate the said total area into plots of various sizes to be used for residential, commercial and other purposes and to provide the infrastructural and support facilities and services for the purposed township of the said total area.

AND WHEREAS under the Parent Lease, the Luxmi Township Ltd. (previous Assignor) is not permitted to transfer its leasehold rights in respect of part or whole of the said total Area, demised in its favour, without the prior permission in writing of the District Land and Land Reforms Officer.

AND WHEREAS the Luxmi Township Ltd., is entitled to allot and/or transfer and/or assign, the developed plots to the intending Allottee(s) and to receive all amounts receivable from such Allottee(s) in respect of such allotment and/or transfer and/or assignment and to appropriate the same, subject however to obtaining prior written permission of the concerned District Land & Land Reforms Officer.

AND WHEREAS the Luxmi Township Ltd., took possession of the said total area pursuant to and in terms of the said parent lease, commenced and concluded the development of the said total area by leveling the land, by opening out roads, by constructing pucca surface drains and dividing the said total area of land into various plots of various sizes and description in various Blocks having separate distinctive numbers and also providing the different plots with infrastructural facilities and services for setting up residential-cum-commercial township, which has been named by the Luxmi Township Ltd., and is now

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known as “Uttorayon Township” (hereinafter referred to as the ‘UTTORAYON TOWNSHIP’ which is within the jurisdiction of the Siliguri Jalpaiguri Development Authority (hereinafter referred to as the “said Authority”));

AND WHEREAS the said Authority framed regulations for controlling the use and development of the said within the said township and for matters connected therewith.

AND WHEREAS the Luxmi Township Ltd., provisionally allotted the various plots to several parties applying for and intending to take such allotments.

AND WHEREAS the Vendors hereof applied for allotment of a plot at Commercial Plot ‘B’ and by a letter, dated 17.08.2020 (hereinafter referred to as ‘the provisional allotment letter’), bearing No. LT&H/SKA/Allot-01, the Luxmi Township & Holdings Limited Erstwhile Luxmi Township Limited, provisionally allotted to the Vendors hereof one scheme plot being Commercial Plot ‘B’ (hereinafter referred to as ‘the said allotted plot’) on the eastern side of the Uttorayon Township, Siliguri, which plot is more fully described in the SCHEDULE - B hereto on the terms and conditions contained in the said provisional allotment letter.

AND WHEREAS the said plot was previously allotted to Chatterjee Assets Holdings Private Limited (PAN: AABCM5676L) (CIN – U70200WB1982PTC035346), vide a provisional allotment letter, dated 02.06.2018, bearing No. LT&H/CAHPL/Allot-02 referred to herein after as “Old Assignee”. A tripartite agreement was signed amongst Luxmi Township & Holdings Limited Erstwhile Luxmi Township Limited, Chatterjee Assets Holdings Private Limited and Sushil Kumar Agarwal and Sunil Kumar Agarwal on 21.08.2020. By means of that tripartite agreement Chatterjee Assets Holdings Private Limited assigned his allotment right to Sushil Kumar Agarwal and Sunil Kumar Agarwal as mutually agreed and confirmed by all parties. Accordingly, the Payment received from Sushil Kumar Agarwal and Sunil Kumar Agarwal by Chatterjee Assets Holdings Private Limited have been reflected in the Memorandum of Payment reported. Chatterjee Assets Holdings Private Limited has on its part remitted the amount due to Luxmi Township & Holdings Limited Erstwhile Luxmi Township Limited in terms of the old Allotment and Tripartite Agreement in full.

AND WHEREAS the Vendors hereof accepted the said provisional allotment under the provisional allotment letter and agreed to make full payments as specified in the said Provisional allotment letter in the manner indicated therein and to observe and fulfill all the terms and conditions.

AND WHEREAS the Luxmi Township & Holdings Limited Erstwhile Luxmi Township Limited duly completed the work of development in respect of the said allotted plot.

AND WHEREAS the required permission to transfer the said plot has since been obtained by the Luxmi Township & Holdings Limited Erstwhile Luxmi Township Limited from the office of the District Land & Land Reforms Officer, Darjeeling, vide Memo No. 1466/DLLRO-DJ/Uttorayon/21, dated 27.08.2021.

AND WHEREAS the Vendors hereof as Assignee obtained from Luxmi Township & Holdings Limited Erstwhile Luxmi Township Limited, a plot of homestead vacant land measuring 2.61 Acre or 157.905 Katha, identified as Commercial Plot 'B' on the eastern side of the Uttorayon Township, Siliguri vide a Deed of Assignment, dated 06.09.2021, being Document No. 6167 for the year 2021 and the same was registered in the office of Additional District Sub-Registrar, Siliguri – II at Bagdogra, District – Darjeeling and thereafter started enjoying the said landed property free from all encumbrances whatsoever.

AND WHEREAS the Vendors hereof became Partners in the Partnership Firm under the name and style “**SKA DEVELOPERS**” to carry on partnership business of realty, development of land, construction of building, flats, commercial space, tenements & houses, properties, estates, construction works etc., and the Vendors herein transferred their above land measuring 2.61 Acre or 157.905 Katha by way of their capital contributions in the said Partnership Firm “**SKA DEVELOPERS**”

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AND WHEREAS the abovenamed Vendors desirous of admitting a new Partner namely, “Lumina Developers LLP” in the Partnership Firm, executed a new Deed of Partnership for admission of abovenamed Partner and changed the name of the Partnership Firm from “**SKA DEVELOPERS**” to “**SKA LUMINA DEVELOPERS**” hereinafter called the “**CONFIRMING PARTY / DEVELOPER**”.

B. The said land is earmarked for the purpose of building of multistoried **Commercial (B-1 + B-2 + B-3 + Gr + IX) storied building and Hotel** and the said project shall be known as “**CROSSROADS**”.

C. The Vendors/Developer are fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Vendors/Developer regarding the said land on which Project is to be constructed have been completed.

D. The Matigara Panchayat Samity had granted the commencement Certificate to construct the Project vide approval plan bearing Plan Serial No. 179, dated 10.03.2023.

E. The Vendors/Developer has obtained the final layout plan approvals for the project from Matigara Panchayat Samity. The Vendors/Developer agrees and undertakes that they shall not make any changes to these layout plans except in strict compliance with Section 14 of The Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as “**the Act**”) and other laws as applicable.

F. The Vendors/Developer shall register the Project under the provisions of the Act with the Real Estate Regulatory Authority.

G. The Allottee(s) had applied for a Commercial Space in the Project and has been allotted a Commercial Space, being Commercial Space No. having RERA Carpet Area, measuring Square Feet, Super Built-up Area measuring Square Feet on..... Floor ("Building") as permissible under the applicable law (hereinafter referred to as the “Commercial Space” more particularly described in SCHEDULE - C and the Floor Plan of the Commercial Space is annexed hereto and marked as SCHEDULE - E).

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

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

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

K. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Vendors/Developer hereby agrees to sell and the Allottee(s) /Purchaser(s) hereby agrees to purchase the Commercial Space as specified in Paragraph G or Schedule - C Property.

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 Vendors/Developer hereby agrees to sell to the Allottee(s) and the Allottee(s) hereby agrees to purchase the Commercial Space as specified in Paragraph G;

The Total Price for the Commercial Space based on the RERA Carpet Area is Rs./- (Rupees Only) ("Total Price") excluding GST.

That all Registration Expenses, GST, Deposits, Charges, etc., shall be paid by the Allottee(s)

separately.

1. Explanation:

1.1 The Total Price above includes the booking amount paid by the Allottee(s) to the Vendors/Developer towards the Commercial Space;

1.2 The the Vendors/Developer has paid Taxes in connection with the construction of the Project payable by the Vendors/Developer) upto the date of handing over the possession of the Commercial Space.

1.3 The Vendors/Developer shall periodically intimate to the Allottee(s), the amount payable as stated in (1.1) above and the Allottee(s) shall make payment within 30 (Thirty) days from the date of such written intimation. In addition, the Vendors/Developer shall provide to the Allottee(s) the details of the taxes paid or demanded along with the Acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;

1.4 The Total price of Commercial Space includes the Commercial Space as provided in this Agreement.

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

1.5 The Allottee(s) shall make the payment as per the payment plan set out in SCHEDULE - D ("Payment Plan"). It is agreed that the Vendors/Developer shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described therein in respect of the Commercial Space, without the previous written consent of the Allottee(s). Provided that the

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Vendors/Developer may make such minor additions or alterations as may be required by the Allottee(s), or such minor changes or alterations as per the provisions of the Act.

The Vendors/Developer shall confirm the final Carpet Area that has been allotted to the Allottee(s) after the construction of the Building is complete and the Occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the Carpet Area. The total price payable for the Carpet Area shall be recalculated upon confirmation by the Vendors/Developer. If there is any reduction in the carpet area within the defined limit then Vendors/Developer shall refund the excess money paid by Allottee(s) within 45 (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(s). If there is any increase in the carpet area allotted to Allottee(s), the Vendors/Developer shall demand that from the Allottee(s) as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square feet as agreed in Clause 1.2 of this Agreement.

1.6 Subject to Clause 9.3 the Vendors/Developer agrees and acknowledges, the Allottee(s) shall have the right to the Commercial Space as mentioned below:

(i) The Allottee(s) shall have exclusive ownership of the Commercial Space.

(ii) That the computation of the price of the Commercial Space includes recovery of price of land, construction of not only the Commercial Space but also the Common Areas, internal development charges and external development charges.

It is made clear by the Vendors/Developer and the Allottee(s) agrees that the Commercial Space 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

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of the Allottee(s). It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottee(s) of the Project.

It is understood by the Allottee(s) that all other area and i.e., areas and facilities falling outside the Project, namely “**CROSSROADS**” shall not form a part of the declaration to be filed with the Competent Authority in accordance with the West Bengal Apartment Ownership Act, 1972.

The Vendors/Developer agrees to pay all outgoings before transferring the physical possession of the Commercial Space to the Allottee(s), which it has collected from the Allottee(s), for the payment of outgoings (including ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the project). If the Vendors/Developer fails to pay all or any of the outgoings collected by it from the Allottee(s) or any liability, mortgage loan and interest thereon before transferring the Commercial Space to the Allottee(s), the Vendors/Developer agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefore by such authority or person.

The Allottee(s) has paid a sum of Rs. _____/- (Rupees _____ Only) as booking amount being part payment towards the Total Price of the Commercial Space at the time of application the receipt of which the Vendors/Developer hereby acknowledges and the Allottee(s) hereby agrees to pay the remaining price of the Commercial Space as prescribed in the Payment Plan as may be demanded by the Vendors/Developer within the time and in the manner specified therein:

Provided that if the Allottee(s) delays in payment towards any amount for which is payable, he/she/they 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 Vendors/Developer abiding by the construction milestones, the Allottee(s) shall make all payments, on demand by the Vendors/Developer, within the stipulated time as mentioned in the Payment Plan through A/c Payee Cheque / Demand Draft or Online Payment (as applicable) in favour of “**SKA LUMINA DEVELOPERS**” payable at Siliguri, West Bengal.

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES

The Allottee(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 and Rules and Regulations made there under or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Vendors/Developer with such permission, approvals which would enable the Vendors/Developer to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee(s) understands and agrees that in the event of any failure on his/her/their part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she/they shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

The Vendors/Developer accepts no responsibility in this regard. The Allottee(s) shall keep the Vendors/Developer fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee(s) subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee(s) to intimate the same in writing to the Vendors/Developer immediately and comply with necessary formalities if any under the applicable laws. The Vendors/Developer shall not be responsible towards any Third party

making payment/remittances on behalf of any Allottee(s) and such third party shall not have any right in the application/allotment of the said Commercial Space applied for herein in anyway and the Vendors/Developer shall be issuing the payment receipts in favour of the Allottee(s) only.

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS

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

5. TIME IS ESSENCE

Time is of essence for the Vendors/Developer as well as the Allottee(s). The Vendors/Developer shall abide by the time schedule for completing the project and handing over the Commercial Space to the Allottee(s) and the common areas to the Mall Management which shall be managed by the Developer or its assignees, after receiving the occupancy certificate or the completion certificate or both, as the case may be.

Similarly, the Allottee(s) shall make timely payments of the instalment and other dues payable by him/her/ them and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Vendors/Developer as provided in Schedule - D ("Payment Plan").

6. CONSTRUCTION OF THE PROJECT/COMMERCIAL SPACE

The Allottee(s) has seen the specifications of the Commercial Space and accepted the Payment Plan, Floor Plans (annexed along with the Agreement) which has been approved by the competent authority, as represented by the Vendors/Developer. The Vendors/Developer shall develop the Project in accordance with the said layout plans, floor plans and

specifications. Subject to the terms in this Agreement, the Vendors/Developer undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the appropriate authorities and shall not have an option to make any variation /alteration /modification in such plans, other than in the manner provided under the Act, and breach of this term by the Vendors/Developer shall constitute a material breach of the Agreement.

7. POSSESSION OF THE COMMERCIAL SPACE

7.1 Schedule for possession of the Commercial Space: The Vendors/Developer agrees and understands that timely delivery of possession of the Commercial Space is the essence of the Agreement. The Vendors/Developer, based on the approved plans and specifications, assures to hand over possession of the Commercial Space by **31.12.2029** 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(s) agrees that the Vendors/Developer shall be entitled to the extension of time for delivery of possession of the Commercial Space, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented.

The Allottee(s) agrees and confirms that, in the event it becomes impossible for the Vendors/Developer to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Vendors/Developer shall refund to the Allottee(s) the entire amount received by the Vendors/Developer from the allotment within 45 (Forty Five) days from that date. After refund of the money paid by the Allottee(s), Allottee(s) agrees that he/ she/ they shall not have any rights, claims etc., against the Vendors/Developer and that the Vendors/Developer shall be released and discharged from all their obligations and liabilities under this Agreement.

7.2 Procedure for taking possession: The Vendors/Developer, upon obtaining the occupancy Certificate from the competent authority shall offer in writing the possession of

the Commercial Space, to the Allottee(s) in terms of this Agreement to be taken within 3 (Three) months from the date of issue of such notice and the Vendors/Developer shall give possession of the Commercial Space to the Allottee(s).The Vendors/Developer agrees and undertakes to indemnify the Allottee(s) in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Vendor/ Developer. The Allottee(s) agree(s) to pay the maintenance charges as determined by the Vendors/ Developer/Mall Management, as the case may be. The Vendors/Developer on their behalf shall offer the possession to the Allottee(s) in writing within 30 (Thirty) days of receiving the occupancy Certificate of the Project.

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

7.4 Possession by the Allottee(s): After obtaining the Occupancy Certificate and handing over physical possession of the Commercial Space to the Allottee(s), it shall be the responsibility of the Vendors/Developer to hand over the necessary documents and plans, including common areas, to the Mall Management or the competent authority, as the case may be, as per the local laws.

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

Provided that where the Allottee(s) proposes to cancel/withdraw from the project without any fault of the Vendors/Developer, the Vendors/Developer herein are entitled to forfeit 5% of the total consideration value . The applicable taxes and the TDS deposited by the Allottee(s)

will be non-refundable. The balance amount of money paid by the Allottee(s) shall be returned by the Vendors/Developer within 45 (Forty Five) days of such cancellation.

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

Except for occurrence of a Force Majeure event, if the Vendors/Developer fails to complete or is unable to give possession of the Commercial Space (i) in accordance with the terms of this Agreement, duly completed by the date specified herein; or (ii) due to discontinuance of their business as a Developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Vendors/Developer shall be liable, on demand to the Allottee(s), in case the Allottee(s) wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him/her/them in respect of the Commercial Space with interest at the rate specified in the Rules within 45 (Forty Five) days including compensation in the manner as provided under the Act.

Provided that where if the Allottee(s) does not intend to withdraw from the Project, the Vendors/Developer shall pay the Allottee(s) interest at the rate specified in the Rules for every month of delay, till the handing over of the possession of the Commercial Space.

8. REPRESENTATIONS AND WARRANTIES OF THE VENDORS/DEVELOPER:

The Vendors/Developer hereby represent and warrant to the Allottee(s) as follows:

8.1 The Vendors/Developer has/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;

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8.2 The Vendors/Developer has/have lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;

8.3 There are no encumbrances upon the said Land or the Project.

8.4 There are no litigations pending before any Court of law with respect to the said Land, Project or the Commercial Space;

8.5 All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Commercial Space are valid and subsisting and have been obtained by following due process of law. Further, the Vendors/Developer has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Building and Commercial Space and common areas;

8.6 The Vendors/Developer has/have the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee(s) created herein, may prejudicially be affected;

8.7 The Vendors/Developer has/have not entered into any agreement for sale and/or development agreement or any other agreement/ arrangement with any person or party with respect to the said Land, including the Project and the said Commercial Space which will, in any manner, affect the rights of Allottee(s) under this Agreement;

8.8 The Vendors/Developer confirms that the Vendors/Developer is not restricted in any manner whatsoever from selling the said Commercial Space to the Allottee(s) in the manner contemplated in this Agreement;

8.9 At the time of execution of the conveyance deed the Vendors/Developer shall handover lawful, vacant, peaceful, physical possession of the Commercial Space to the Allottee(s) and the common areas to the Mall Management;

8.10 The Schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Schedule Property;

8.11 The Vendors/Developer has/have duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;

8.12 No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) have been received by or served upon the Vendors/Developer in respect of the said Land and/ or the Project;

8.13 That the property is not Waqf property.

9. EVENTS OF DEFAULTS AND CONSEQUENCES

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

9.1 The Vendors/Developer fails to provide ready to move in possession of the Commercial Space to the Allottee(s) within the time period specified. For the purpose of this clause, 'ready to move in possession' shall mean that the Commercial Space shall be in a habitable condition which is complete in all respects;

9.2 Discontinuance of the Vendor's/Developer's business as a Vendors/Developer of this Project on account of suspension or revocation of its registration under the provisions of the Act or the rules or regulations made thereunder;

9.3 In case of Default by Vendors/Developer under the conditions listed above, Allottee(s) is entitled to following:

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

(ii) The Allottee(s) shall have the option of terminating the Agreement in which case the Vendors/Developer shall be liable to refund the entire money paid by the Allottee(s) under any head whatsoever towards the purchase of the Commercial Space, along with interest at the rate specified in the West Bengal Real Estate (Regulation & Development) Rules, 2021 within 45 (Forty Five) days of receiving the termination notice;

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

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

(i) In case the Allottee(s) fails to make payments for 30 (Thirty) consecutive days after the demands have been made by the Vendors/Developer as per the Payment Plan annexed hereto, despite having been issued notice in that regard the Allottee(s) shall be liable to pay interest to the Vendors/Developer on the unpaid amount at the rate specified in the Rules.

(ii) In case of Default by Allottee(s) under the condition listed above, continues for a period beyond 2 (Two) consecutive months after notice from the Vendors/Developer in this regard,

the Vendors/Developer shall cancel the allotment of the Commercial Space in favour of the Allottee(s) and refund the amount money paid to it by the Allottee(s) by deducting the booking amount and the interest liabilities and this agreement shall there upon stand terminated.

10. CONVEYANCE OF THE SAID COMMERCIAL SPACE

The Vendor/Developer, on receipt of complete amount of the Price of the Commercial Space under the Agreement from the Allottee(s), shall execute a conveyance deed and convey the title of the Commercial Space within 3 (Three) months from the issuance of the occupancy Certificate.

However, in case the Allottee(s) fails to deposit the stamp duty, registration charges and all other incidental and legal expenses etc. so demanded within the period mentioned in the demand letter, the Allottee(s) authorizes the Vendors/Developer to withhold registration of the conveyance deed in his/her/their favour till full and final settlement of all dues and stamp duty and registration charges to the Vendors/Developer is made by the Allottee(s). The Allottee(s) shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899 including any actions taken or deficiencies/penalties imposed by the competent authority(ies).

11. MAINTENANCE OF THE SAID BUILDING/COMMERCIAL SPACE/PROJECT

The Vendors/Developer shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the Mall Management.

The Allottee(s) shall be liable to pay proportionate cost of the generator, firefighting equipment and electric transformer to the Vendors/Developer. That individual electric connection shall not be obtained by the Allottee(s) and the Mall Management shall provide Electric connection in the Commercial Space sold and the Allottee(s) will be liable to pay charges for electricity consumed at the said Commercial Space of the Allottee(s).

12. DEFECT LIABILITY

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

(ii) It is clarified that the Promoter shall not be liable for any such defects if the same have been caused by reason of the default and/or negligence of the Allottee(s) and/or any other Allottee(s) in the Real Estate Project or acts of Third party(ies) or on account of any force majeure events including on account of any repairs / redecoration / any other work undertaken by the Allottee(s) and/or any other Allottee(s)/person in the Real Estate Project and/or the Whole Project and/or the Larger Property. The Allottee(s) is/are aware that the Said Tower/Building is a monolithic structure and any change(s), alteration(s) including breaking of walls or any structural members or the construction of any new wall or structural member may adversely impact the Said Tower/Building at various places or in its entirety and hence any change(s) or alteration(s) as mentioned hereinabove will result in immediate ceasing of the Promoter's obligation to rectify any defect(s) or compensate for the same as mentioned in this Clause and the Allottee(s) and/or the Mall Management shall have no claim(s) of whatsoever nature against the Promoter in this regard.

13. RIGHT OF ALLOTTEE(S) TO USE FACILITIES SUBJECT TO PAYMENT OF TOTAL MAINTENANCE CHARGES

The Allottee(s) hereby agrees to purchase the Commercial Space on the specific understanding that his/her/their right to the use of Common Areas shall be subject to timely

payment of total maintenance charges, as determined and billed by the Mall Management and performance by the Allottee(s) of all his/her/their obligations in respect of the terms and conditions specified by the Mall Management from time to time.

14. RIGHT TO ENTER THE COMMERCIAL SPACE FOR REPAIRS

The Mall Management shall have rights of unrestricted access of all Common Areas for providing necessary maintenance services and the Allottee(s) agrees to permit the Mall Management to enter into the Commercial Space or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

15. USAGE

Use of Service Areas: The service areas, if any, as located within the "**CROSSROADS**" shall be earmarked for purposes such 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(s) shall not be permitted to use the services areas and the basements in any manner whatsoever and the same shall be reserved for use by the Mall Management person(s) for rendering maintenance services.

16. GENERAL COMPLIANCE WITH RESPECT TO THE COMMERCIAL SPACE

Subject to Clause 12 above, the Allottee(s) shall, after taking possession, be solely responsible to maintain the said Commercial Space 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 Commercial Space, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Commercial Space and keep the Commercial Space

its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc., of the Building is not in any way damaged or jeopardized.

The Allottee(s) further undertakes, assures and guarantees that he/she/they 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 Allottee(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 Allottee(s) shall not store any hazardous or combustible goods in the Commercial Space or place any heavy material in the common passages or staircase of the Building. The Allottee(s) shall also not remove any wall, including the outer and load bearing wall of the Commercial Space. The Allottee(s) shall plan and distribute its electrical load in conformity with the electrical systems installed by the Vendors/Developer and thereafter the Mall Management and/or maintenance agency appointed by Mall Management. The Allottee(s) shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

The Allottee(s) shall not have any leasehold rights in the land under the Schedule – C property and/or in the land comprised in the **Commercial (B-1 + B-2 + B-3 + Gr + IX) storied building and Hotel**. The leasehold rights of the land shall continue to belong to the Vendors/Developer. The Allottee(s) shall, however, be entitled to have right in perpetuity of egress from and ingress to the Schedule – C property.

That the Allottee(s) can lease out the property with consultation and written consent of the Mall Management.

In case the Schedule – C property is damaged or destroyed for any reason whatsoever, the Allottee(s) shall be entitled to reconstruct the Schedule – C property (jointly along with the co-owners of other adjoining units in the said **Commercial (B-1 + B-2 + B-3 + Gr + IX) storied building and Hotel**) at the same location within the existing foot print of the

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Schedule – C property in the said **Commercial (B-1 + B-2 + B-3 + Gr + IX) storied building and Hotel** with the Allottee(s) own funds.

17. COMPLIANCE OF LAWS, NOTIFICATIONS ETC., BY ALLOTTEE(S)

The Allottee(s) is entering into this Agreement for the allotment of Commercial Space with the full knowledge of all laws, rules, regulations, notifications applicable to the Project in general and this Project in particular. That the Allottee(s) hereby undertakes that he/she/they shall comply with and carry out, from time to time after he/she/they has/have taken over for occupation and use the said Commercial Space, all the requirements, requisitions, demands and repairs which is/are required by any competent Authority in respect of the Commercial Space at his/her/their own cost.

18. ADDITIONAL CONSTRUCTIONS

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

19. VENDORS/DEVELOPER SHALL NOT MORTGAGE OR CREATE CHARGE

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

20. APARTMENT OWNERSHIP ACT

The Vendors/Developer has assured the Allottee(s) that the project in its entirety is in accordance with the provisions of the West Bengal Apartment Ownership Act, 1972. The

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

21. BINDING EFFECT

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

22. ENTIRE AGREEMENT

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

23. RIGHT TO AMEND

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

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

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising here under in respect of the Project shall equally be applicable to and enforceable against any subsequent Allottee(s) of the Commercial Space, in case of a transfer, as the said obligations go along with the Commercial Space for all intents and purposes.

25. WAIVER NOT A LIMITATION OF ENFORCE

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

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

26. SEVERABILITY

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such

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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 maybe, 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

Whenever in this Agreement, it is stipulated that the Allottee(s) has/have to make any payment, in common with other Allottee(s) in Project, the same shall be the proportion which the Carpet Area of the Commercial Space bears to the total Carpet Area of all the Commercial Space in the Project.

28. FURTHER ASSURANCES

Both the 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 here under or pursuant to any such transaction.

29. PLACE OF EXECUTION

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

30. NOTICES

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

1. SRI SUSHIL KUMAR AGARWAL, 2. SRI SUNIL KUMAR AGARWAL,	
Address: No. 1 - M L Agarwal & Brothers, Church Road, Siliguri, Ward No. 10, P.O. & P.S. Siliguri, District – Darjeeling, in the State of West Bengal and No. 2 - Singtam Nagar Panchayat, Mandir Lane, Singtam Forest Block, P.O. & P.S. Singtam, District – East Sikkim, in the State of Sikkim,	Address:
SKA LUMINA DEVELOPERS	
Address: City Centre, 2 nd Floor, Room No. 0208, Office Block – F, P.O. & P.S. Matigara, District – Darjeeling, in the State of West Bengal	

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

31. JOINT ALLOTTEE(S)

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

32. GOVERNING LAW

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

33. DISPUTE RESOLUTION

All or any 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.

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

34. SAVINGS

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

SCHEDULE - A**Mouza - Gourcharan, J.L. No. 81, P.S. Matigara**

<u>Plot No.</u>	<u>Area in Acres</u>
311	0.62
313	0.04
320	2.21
303	3.37
319	0.45
310	0.36
310/447	0.58
309	1.28
304	0.58
147/166	0.15
147/163	0.17
147/168	0.21
147/161	0.23
157	0.20
147/177	0.23
148/176	2.02
147/170	0.21
129	12.59
129/154	0.22
129/156	0.02
129/155	0.67
129/159	0.09
129/158	0.05
129/152	0.21
175	0.16
147/164	1.06
147/165	1.89
147/167	3.93
147/162	19.00
169	0.62
148 (PART)	1.64
147/148(PART)	0.42
147	8.43
147/160	3.37
147/171	10.35
147/173	15.32
174	3.43
	<u>96.38</u>

Mouza - Baragharia, J.L. No. 82, P.S. Matigara

<u>Plot No.</u>	<u>Area in Acres</u>
463 (PART)	0.01
461	0.28
504 (PART)	5.22
467	0.32
473	8.80
472	0.28
471	4.60
466 (PART)	32.07
468 (PART)	10.32
475 (PART)	0.27
477 (PART)	10.29
478	0.26
498 (PART)	4.99
500 (PART)	40.27
489	33.17
487	5.38
493	5.80
496	0.28
495	5.38
488	0.60
497	0.60
492	0.16
494	0.18
501	0.38
499	0.66
474	0.30
457 (PART)	5.70
461 (PART)	13.68
465	0.20
464	<u>2.27</u>
	<u>192.72</u>

Mouza – Ujanu, J.L. No. 86, P.S. Matigara

<u>Plot No.</u>	<u>Area in Acres</u>
451 (PART)	0.68
297 (PART)	1.02
299	6.16
245/437	2.90
340	6.20
296/439	6.25
469	0.86

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299/440	0.64
338/447	3.10
346	0.60
335	6.96
446	5.81
370/470	0.88
305	1.94
304	1.44
303	0.72
342	0.86
295/453	0.90
338	2.52
300	0.56
301	0.10
340/471 (PART)	1.22
343 (PART)	2.77
344	2.60
345	0.40
349	1.74
295/455 (PART)	7.58
295/456	0.23
295/457	0.40
454	0.08
295/458 (PART)	8.25
297/459 (PART)	5.03
295 (PART)	13.65
74	3.02
73	0.25
72	4.65
336	0.46
75	0.72
	<u>104.15</u>

TOTAL AREA OF LAND

Mouza – Gourcharan	96.38 Acres
Mouza – Baragharia	192.72 Acres
Mouza – Ujanu	<u>104.15 Acres</u>
	<u>393.25 Acres</u>

SCHEDULE - B

ALL THAT the leasehold right, title and interest in respect of the land of scheme Plot, being Commercial Plot 'B', measuring an area of more or less 2.61 Acre or 157.905 Katha, appertaining to and forming part of R.S. Plot Nos. 451, 297 & 466 corresponding to L.R. Plot Nos. 504, 505 & 508, recorded in R.S. Khatian No. 260 corresponding to L.R. Khatian Nos. 1500 & 1501, under Mouza - Ujanu, J.L. No. 86, situated within the limits of Matigara Gram Panchayat, under P.S. Matigara, in the District of Darjeeling for the remaining un-expired period of the Lease of 99 years commencing from the 23rd day of April, 2002 granted under the parent lease and butted and bounded as follows:

NORTH : Land of Luxmi Township Ltd., and Chandmoni T.E.;

SOUTH : National Highway;

EAST : Land of Chandmoni Tea Estate;

WEST : 35 Meter wide metal road;

SCHEDULE - C

(DESCRIPTION OF THE COMMERCIAL SPACE)

All that One Commercial Space, being Commercial Space No. ____, measuring ____Sq.ft. (Super Built-up Area), ____ Sq.ft. (Rera Carpet Area) at the _____ Floor of the complex named "**CROSSROADS**", appertaining to and forming part of R.S. Plot Nos. 451, 297 & 466 corresponding to L.R. Plot Nos. 504, 505 & 508, recorded in R.S. Khatian No. 260 corresponding to L.R. Khatian Nos. 1500 & 1501, under Mouza - Ujanu, J.L. No. 86, situated within the limits of Matigara Gram Panchayat, under P.S. Matigara, in the District of Darjeeling for the remaining un-expired period of the Lease of 99 years commencing from the 23rd day of April, 2002 granted under the parent lease.

SCHEDULE - D
(PAYMENT PLAN)

PAYMENT EVENTS	Amount payable of Total Consideration
Booking Amount (Upfront)	10%
On completion of Foundation	20%
On completion of Basement 1/2/3	10%
On completion of Second Floor Casting	10%
On completion of Fifth Floor Casting	10%
On completion of Seventh Floor Casting	10%
On completion of Ninth Floor Casting	10%
On completion of Brick Wall and Plaster	10%
On possession/registration	10% and all charges *

* Payment of documentation, maintenance corpus fund, transformer and electricity charges (including GST) to be paid at the time of possession/registration.

* GST and other taxes as applicable to be paid along with every installment.

* Transfer fees will be applicable in that of the basic cost of the commercial shop.

* Other charges, GST, registration and any other Government charges as applicable is not included in the basic cost.

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

That on the day of taking hand over of the Schedule-C property the Allottee(s)/purchaser(s) shall also give a declaration that after full satisfaction the Allottee(s) has/have taken handover of the Schedule-C property.

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SCHEDULE – E
(FLOOR PLAN)

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IN WITNESS WHEREOF the parties hereto have hereunto set and subscribe their respective hands and seals to these presents on the day month and year first above written.

WITNESSES:

1.

V E N D O R S

2.

D E V E L O P E R

PURCHASER(S)/ALLOTTEE(S)

MANOJ AGARWAL

Advocate, Siliguri

Enrl. No. F-505/434 of 1997