

**D.M. VENTURES**

*Deepak Agarwal*  
Partner

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



**By and Between**

**DM VENTURES, [PAN :AAPFD1772M]**, A Partnership Firm, having its Registered Office at C/o Mrinal Agarwal, Platinum Square, Opposite S.B.I. Bank, S.F. Road, P.O. Siliguri Bazar, P.S. Siliguri, Pin – 734005, Dist. Darjeeling, in the State of West Bengal and represented by one of its **PARTNER – SRI DEEPAK KUMAR AGARWAL, [PAN : ACZPA4957D & AADHAAR : 6195 0242 1028]**, son of Late Shyam Sundar Agarwal, Hindu by Religion, Indian by Nationality, Business by Occupation, residing at Rasraj Sweets Parlour, Railgate, Mahabirshthan, P.O. Siliguri Town, P.S. Siliguri, Pin – 734004, District Darjeeling, in the State of West Bengal, India, authorized vide \_\_\_\_\_, hereinafter referred to as the "**DEVELOPER/PROMOTER/CONFIRMINGPARTY**"(which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, executors, administrators and permitted assignees, including those of the respective partners).

**AND**

**DR GOSTHA BEHARI DAS @ GOSHTHA BIHARI DAS, [PAN : AEEP4810M & AADHAAR : 8614 4791 2911]**, son of Late Dr Nikunja Behari Das @ Nikunja Bihari Das, Hindu by Religion, Indian by Nationality, Gynaecologist by Profession, residing at Ram Krishna Seva Sadan, Bidhan Road, Siliguri, P.O. & P.S. Siliguri, Pin – 734001, Dist. Darjeeling, in the State of West Bengal, hereinafter called the "**Vendor/Owner**"(which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, executors, administrators and permitted assignees, including those of the respective partners).

**AND**

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

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




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

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

**[If the Purchaser is Individual]**

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

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

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

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



## I.

(A.) **AND WHEREAS** the Landowner became the absolute owner of all that piece or parcel of total land measuring 3 Bigha 9 Katha equivalent to 69 Kathas, out of which 3 Katha 8 Chhataks in RS Plot No. 349 recorded in RS Khatian No. 459/1, 3 Bigha 3 Katha equivalent to 63 Kathas in 348 recorded in RS Khatian No. 459/5 and 2 Katha 8 Chhataks in RS Plot No. 349 recorded in RS Khatian No. 459/7, under R.S. Sheet No. 9, J. L. No. 2 situated at Mouza - Dabgram, Pargana - Baikunthapur, P.S. Rajganj (Now Bhaktinagar), Dist. Jalpaiguri, by virtue of Deed of Sale, recorded in Book No. I, Volume No. 34, Pages from 35 to 40, being **Document No. 3000 for the year 1995** and registered in the office of the District Sub Registrar Jalpaiguri, executed by Sri Narayan Chandra Pal & Others and shall ever since then the Landowner has been in exclusive and peaceful possession of the said land without any act of hindrance or obstruction from anybody.

(B.) **AND WHEREAS** the Landowner also became the absolute owner of all that piece or parcel of total land measuring 16 Kathas, appertaining to RS Plot No. 348 respectively recorded in RS Khatian No. 459/1 (6 Katha 3 Chhataks), RS Khatian No. 459/7 (6 Katha 3 Chhataks) and RS Khatian No. 459/5 (3 Katha 10 Chhataks), under R.S. Sheet No. 9, J. L. No. 2 situated at Mouza - Dabgram, Pargana - Baikunthapur, P.S. Rajganj (Now Bhaktinagar), Dist. Jalpaiguri, by virtue of Deed of Sale, recorded in Book No. I, CD Volume No. 3, Pages from 5561 to 5575, being **Document No. 1294 for the year 2010** and registered in the office of the District Sub Registrar Jalpaiguri, executed by Sri Bablu Mandal & Others and shall ever since then the Landowner has been in exclusive and peaceful possession of the said land without any act of hindrance or obstruction from anybody.

(C.) **AND WHEREAS** the Landowner also became the absolute owner of all that piece or parcel of total land measuring 7 Katha 11 Chhataks, appertaining to RS Plot No. 348 respectively recorded in RS Khatian No. 459/1, 459/5 and 459/7, under R.S. Sheet No. 9, J. L. No. 2 situated at Mouza - Dabgram, Pargana - Baikunthapur, P.S. Rajganj (Now Bhaktinagar), Dist. Jalpaiguri, by virtue of Deed of Conveyance, recorded in Book No. I, CD Volume No. 6, Pages from 2617 to 2626, being **Document No. 2413 for the year 2010** and registered in the office of the District Sub Registrar Jalpaiguri, executed by Sri Ankit Agarwal and shall ever since then the Landowner has been in exclusive and peaceful possession of the said land without any act of hindrance or obstruction from anybody.

(D.) **AND WHEREAS** the Landowner also became the absolute owner of all that piece or parcel of total land measuring 10 Kathas, appertaining to RS Plot No. 348 respectively recorded in RS Khatian No. 459/7, under R.S. Sheet No. 9, J. L. No. 2 situated at Mouza - Dabgram, Pargana - Baikunthapur, P.S. Rajganj (Now Bhaktinagar), Dist. Jalpaiguri, by virtue of Deed of Conveyance, recorded in Book No. I, Volume No. 0711-2019, Pages from 171161 to 171179, being **Document No. 071106625 for the year 2019** and registered in the



office of the Additional District Sub-Registrar Bhaktinagar, Dist. Jalpaiguri, executed by Sri Kishore Kumar Agarwal and shall ever since then the Landowner has been in exclusive and peaceful possession of the said land without any act of hindrance or obstruction from anybody.

**(E.) AND WHEREAS** the Landowner also became the absolute owner of all that piece or parcel of total land measuring 5 Kathas, appertaining to RS Plot No. 349 recorded in RS Khatian No. 459/5, under R.S. Sheet No. 9, J. L. No. 2 situated at Mouza - Dabgram, Pargana - Baikunthapur, P.S. Rajganj (Now Bhaktinagar), Dist. Jalpaiguri, by virtue of Deed of Sale, recorded in Book No. I, Volume No. 25, Pages from 385 to 388, being **Document No. 2363 for the year 1997** and registered in the office of the Additional District Sub Registrar Jalpaiguri, executed by Paneshwari Roy & Others and shall ever since then the Landowner has been in exclusive and peaceful possession of the said land without any act of hindrance or obstruction from anybody.

**(F.) AND WHEREAS** the Landowner also became the absolute owner of all that piece or parcel of total land measuring 4 Katha 8 Chhataks, appertaining to RS Plot No. 348, 349, 350 & 354 recorded in RS Khatian No. 459/5, under R.S. Sheet No. 9, J. L. No. 2 situated at Mouza - Dabgram, Pargana - Baikunthapur, P.S. Rajganj (Now Bhaktinagar), Dist. Jalpaiguri, by virtue of Deed of Sale, recorded in Book No. I, Volume No. 6, Pages from 317 to 320, being **Document No. 0471 for the year 2003** and registered in the office of the District Sub Registrar Jalpaiguri, executed by Sri Karma Roy & Others and shall ever since then the Landowner has been in exclusive and peaceful possession of the said land without any act of hindrance or obstruction from anybody.

**(G.) AND WHEREAS** the Landowner also became the absolute owner of all that piece or parcel of total land measuring 7 Katha 8 Chhataks, appertaining to RS Plot No. 348 recorded in RS Khatian No. 459/5 (2 Katha 4 Chhataks) and RS Plot No. 349 recorded in RS Khatian No. 459/1 (5 Katha 4 Chhataks), under R.S. Sheet No. 9, J. L. No. 2 situated at Mouza - Dabgram, Pargana - Baikunthapur, P.S. Rajganj (Now Bhaktinagar), Dist. Jalpaiguri, by virtue of Deed of Sale, recorded in Book No. I, Volume No. 34, Pages from 41 to 44, being **Document No. 3001 for the year 1995** and registered in the office of the District Sub Registrar Jalpaiguri, executed by Sri Shamal Singh Roy @ Khamal Singh Roy and shall ever since then the Landowner has been in exclusive and peaceful possession of the said land without any act of hindrance or obstruction from anybody.



(H.) AND WHEREAS the Landowner also became the absolute owner of all that piece or parcel of total land measuring 33 Decimals equivalent to 20 Kathas, appertaining to RS Plot No. 348, 349, 350 & 354 recorded in RS Khatian No. 459/5, under R.S. Sheet No. 9, J. L. No. 2 situated at Mouza - Dabgram, Pargana - Baikunthapur, P.S. Rajganj (Now Bhaktinagar), Dist. Jalpaiguri, by virtue of Deed of Sale, recorded in Book No. I, Volume No. 12, Pages from 349 to 352, being **Document No. 1074 for the year 1995** and registered in the office of the District Sub Registrar Jalpaiguri, executed by Sri Ajay Kumar Banik and shall ever since then the Landowner has been in exclusive and peaceful possession of the said land without any act of hindrance or obstruction from anybody.

(I.) AND WHEREAS the Landowner became the absolute owner of all that piece or parcel of total land measuring 21 Kathas, in RS Plot No. 348 recorded in RS Khatian No. 459/5, under R.S. Sheet No. 9, J. L. No. 2 situated at Mouza - Dabgram, Pargana - Baikunthapur, P.S. Rajganj (Now Bhaktinagar), Dist. Jalpaiguri, by virtue of Deed of Sale, recorded in Book No. I, Volume No. 0711-2016, Pages from 35016 to 35043, being **Document No. 1837 for the year 2016** and registered in the office of the Additional District Sub Registrar, Bhaktinagar, District- Jalpaiguri, executed by Sri Dolo Roy & Others and shall ever since then the Landowner has been in exclusive and peaceful possession of the said land without any act of hindrance or obstruction from anybody.

(J.) AND WHEREAS from the aforesaid Nine separate Deeds the Owner/Vendor became the owner of total land measuring **160 Kathas 11 Chhattaks (265.13 Decimal Approx)** and shall ever since then the Owner has been in exclusive and peaceful possession of the said land without any act of hindrance or obstruction from anybody.

(K.) AND WHEREAS out of total land measuring **160 Kathas 11 Chhattaks (265.13 Decimal Approx)** the owner decided to construct a commercial building on **193.139 Decimal round off to 193.14 Decimals only**.

(L.) AND WHEREAS subsequently, The Owner also recorded the aforesaid land in their names in the record of rights at the Office of B.L. & L.R.O. Rajganj, Dist. Jalpaiguri & shall ever since One New L.R. Khatian, being **Khatian No. 457** was framed in the name of Owner, as per provision of W.B.L.R. Act, 1955.

(M.) AND WHEREAS thereafter the above named Vendor also got his land converted from **Sahari to Commercial Bastu** in respect of L.R. Plot No. 14(1.6014 Acres) and **from Danga to Commercial Bastu** in respect of L.R. Plot No. 9/159 (0.3712 Acres) respectively recorded in L.R. Khatian No. 457, situated within Mouza-Dabgram, J.L. No. 02, L.R. Sheet No. 58, Pargana-Baikunthapur, under Dabgram Panchayat Area, P.S.-Bhaktinagar, in the district of Jalpaiguri vide **Case No. CN/2023/0701/1876, Dated 09/06/2023** in the office of the **D.L. & L.R.O., Jalpaiguri**.



**II.**

A. The owner due to scarcity of fund & lack of knowledge of constructions works the Vendor/land owner approached to "DM VENTURES", (Developer) to enter into an agreement i.e. Development Agreement for the developing their land by constructing of Commercial Building on the said amalgamated plot of land and said Development Agreement executed on 16/03/2023 by both the parties vide a Registered Deed of Development Agreement, Book -I, Volume No. 0711-2023, pages from 42833 to 42860, being Document No. I 071101869 for the year 2023, registered at A.D.S.R., Bhaktinagar and as well as the Vendor/land owner also executed a General Power of Attorney After Development Agreement vide General Power of Attorney No. I 071105136 for the year 2023 in favour of Developer for the construction of the said building & sale the unit of the Developer Allocation along with the unit of Vendor in the said building as mentioned in Development Agreement.

B. Thus, the said Land is earmarked for the purpose of building a Commercial Building and the said project shall be known as "GANPATI DWARIKA GALLERIA".

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

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

The **ADDITIONAL EXECUTIVE OFFICER OF JALPAIGURI, ZILLA PARISHAD** has approved and sanctioned the building plan and has also granted the commencement certificate to develop the Project vide **Building Plan No. HZ11I8L99, dated 13-06-2023.**

D. The Vendor/Developer has obtained the final layout plan approvals for the Project from **ADDITIONAL EXECUTIVE OFFICER OF JALPAIGURI, ZILLA PARISHAD**. The Vendor/Developer agrees and undertakes that it shall not make any changes to these layout plans except in strict compliance with section 14 of the Act and other laws as applicable;

E. The Vendor/Developer has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority no. \_; on \_\_\_\_\_.



- F. The Allottee had applied for a commercial space in the Project vides application no. \_\_\_\_\_ dated \_\_\_\_\_ and has been allotted Shop No. “\_\_\_\_\_” having Carpet Area \_\_\_\_\_ .00 (One Three \_\_\_\_\_) Square Feet and Total Super Built up Area \_\_\_\_\_ .00 ( \_\_\_\_\_) Square Feet on \_\_\_\_\_ Floor in \_\_\_\_\_ (“Building”) along with One garage/closed parking, admeasuring \_\_\_\_\_ ( \_\_\_\_\_) square feet in the \_\_\_\_\_ Floor (if any), as permissible under the applicable law and of pro rata share in the common areas (“Common Areas”) as defined under clause (n) of Section 2 of the Act (hereinafter referred to as the “Apartment” more particularly described in Schedule A and the floor plan of the commercial space is annexed hereto and marked as Schedule B);
- G. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;
- H. The Total Price for the commercial space is Rs. \_\_\_\_\_ /-(Rupees \_\_\_\_\_) only.
- I. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project;
- J. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable 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 Vendor/Developer hereby agrees to sell and the Allottee hereby agrees to purchase the commercial space and the garage/closed parking (if applicable) as specified in paragraph F;

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

**1. TERMS:**

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



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

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

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

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



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

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

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

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

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

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



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

It is made clear by the Vendor/Developer and the Allottee agrees that the Shop along with \_\_\_\_\_ garage/closed Parking (if any )shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the said Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottees of the Project

It is understood by the Allottee that all other areas and i.e., areas and facilities falling outside the Project, namely "**GANPATI DWARIKA GALLERIA**" 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 Vendor/Developer agrees to pay all outgoings before transferring the physical possession of the commercial space to the Allottees, which it has collected from the Allottees, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the project). If the Vendor/Developer fails to pay all or any of the outgoings collected by it from the Allottees or any liability, mortgage loan and interest thereon before transferring the commercial space to the Allottees, the Vendor/Developer agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefore by such authority or person.

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

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



D.M. VENTURES  
Partner

## 2. **MODE OF PAYMENT**

Subject to the terms of the Agreement and the Vendor/Developer abiding by the construction milestones, the Allottee shall make all payments, on demand by the Vendor/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 "DM VENTURES" payable at Office at S. F. Road, Siliguri, P.O-Siliguri Bazar, P.S-Siliguri, Dist- Darjeeling, Pin-734005, in the State of West Bengal.

## 3. **COMPLIANCE OF LAWS RELATING TO REMITTANCES**

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

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



#### 4. ADJUSTMENT/APPROPRIATION OF PAYMENTS

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

#### 5. TIME IS ESSENCE

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

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

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

#### 7. POSSESSION OF THE COMMERCIAL SPACE /PLOT

**Schedule for possession of the said commercial space:** The Vendor/Developer agrees and understands that timely delivery of possession of the commercial space is the essence of the Agreement. The Vendor/Developer, based on the approved plans and specifications, assures to hand over possession of the commercial space on **15-12-2026** unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project ("Force Majeure").

If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottees agrees that the Vendor/Developer shall be entitled to the extension of time for delivery of possession of the commercial space, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Vendor/Developer to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Vendor/Developer shall refund to the Allottee the entire amount received by the Vendor/Developer from the allotment within 45 days from that date. After refund of the money paid by the Allottee, Allottee agrees that he/ she shall not have any rights, claims etc. against the Vendor/Developer and that the Vendor/Developer shall be released and discharged from all its obligations and liabilities under this Agreement.



**Procedure for taking possession** – The Vendor/Developer, upon obtaining the occupancy certificate from the competent authority shall offer in writing the possession of the commercial space, to the Allottee in terms of this Agreement to be taken within 3 (Three) months from the date of issue of such notice and the Vendor/Developer shall give possession of the commercial space to the Allottees. The Vendor/Developer agrees and undertakes to indemnify the Allottees in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Vendor/Developer. The Allottees agrees to pay the maintenance charges as determined by the Vendor/Developer /association of allottees, as the case may be.

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

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

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

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

**Compensation** –The Vendor/Developer shall compensate the Allottees in case of any loss caused to them due to defective title of the land, on which the project is being developed or hasbeen 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/Developer fails to complete or is unable to give possession of the commercial space (i) in accordance with the terms of this Agreement, duly completed by the date specified herein; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Vendor/Developer shall be liable, on demand to the allottees, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the commercial space, with interest at the rate



specified in the Rules within 45 days including compensation in the manner as provided under the Act. Provided that where if the Allottee does not intend to withdraw from the Project, the Vendor/Developer shall pay the Allottee interest at the rate specified in the Rules for every month of delay, till the handing over of the possession of the commercial space.

#### 8. REPRESENTATIONS AND WARRANTIES OF THE VENDOR/ DEVELOPER

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

- (i) The Vendor/Developer has absolute, clear and marketable title with respect to the said Land; the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;
- (ii) The Vendor/Developer has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- (iii) There are no encumbrances upon the said Land or the Project;
- (iv) There are no litigations pending before any Court of law with respect to the said Land, Project or the commercial space;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and commercial space are valid and subsisting and have been obtained by following due process of law. Further, the Vendor/Developer has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Building and commercial space and common areas;
- (vi) The Vendor/Developer has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- (vii) The Vendor/Developer has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Land, including the Project and the said commercial space which will, in any manner, affect the rights of Allottees under this Agreement;
- (viii) The Vendor/Developer confirms that the Vendor/Developer is not restricted in any manner whatsoever from selling the said commercial space to the Allottee in the manner contemplated in this Agreement;



**D.M. VENTURES**  
 Partner

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

## 9. EVENTS OF DEFAULTS AND CONSEQUENCES

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

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

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

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



D.M. VENTURES

Partner

- (ii) The Allottees shall have the option of terminating the Agreement in which case the Vendor/Developer shall be liable to refund the entire money paid by the Allottees under any head whatsoever towards the purchase of the commercial space, along with interest at the rate specified in the Rules within forty-five days of receiving the termination notice:

Provided that where an Allottees does not intend to withdraw from the project or terminate the Agreement, he shall be paid, by the 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.

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

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

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

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



*Prepared by*

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

The Vendor/Developer shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the association of the allottees. The cost of such maintenance has been included in the Total Price of the commercial space.

#### 12. DEFECT LIABILITY

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

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

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

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

The Vendor/Developer / maintenance agency /association of allottees shall have rights of unrestricted access of all Common Areas, garages/closed parking's and parking spaces for providing necessary maintenance services and the Allottee agrees to permit the association of allottees and/or maintenance agency to enter into the or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect

#### 15. USAGE

**Use of Basement and Service Areas:** The basement(s) and service areas, if any, as located within the "GANPATI DWARIKA GALLERIA", shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, firefighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the association of allottees formed by the Allottees for rendering maintenance services.



**16. GENERAL COMPLIANCE WITH RESPECT TO THE COMMERCIAL SPACE:** Subject to Clause 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the commercial space at their own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the commercial space, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the commercial space and keep the commercial space, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized. The Allottee further undertakes, assures and guarantees that he/she would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face / facade of the building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottees shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the commercial space or place any heavy material in the common passages or staircase of the building. The Allottee shall also not remove any wall, including the outer and load bearing wall of the commercial space. The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Vendor/Developer and thereafter the association of allottees and/or maintenance agency appointed by association of allottees. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

**17. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY ALLOTTEE**

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

**18. ADDITIONAL CONSTRUCTIONS**

The Vendor/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.



*Accepted*

**19. VENDOR/DEVELOPER SHALL NOT MORTGAGE OR CREATE CHARGE**

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

**20. APARTMENT OWNERSHIP ACT**

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

**21. BINDING EFFECT**

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

**22. ENTIRE AGREEMENT**

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

**23. RIGHT TO AMEND**

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

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

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



**25. WAIVER NOT A LIMITATION TO ENFORCE**

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

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

**26. SEVERABILITY**

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

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

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

**28. FURTHER ASSURANCES**

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

**29. PLACE OF EXECUTION**

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



### 30. NOTICES

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

Name of Allottees

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

“DM VENTURES” Office at S. F. Road, Siliguri, P.O-Siliguri Bazar, P.S-Siliguri, Dist-Darjeeling, Pin- 734005, in the State of West Bengal.

It shall be the duty of the Allottee and the Vendor/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 Vendor/Developer or the Allottee, as the case may be.

### 31. JOINT ALLOTTEES

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

### 32. 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.



**D.M. VENTURES**  
*[Handwritten Signature]*  
Partner  
*[Handwritten Signature]*

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

**SIGNED AND DELIVERED BY THE WITHIN NAMED**  
Allottee: (including joint buyers)

Please affix photograph hand sign across the photograph

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

**SIGNED AND DELIVERED BY THE WITHIN NAMED**

Please affix photograph and sign across the photograph

Promoter: **"DM VENTURES"**

(1) SRI DEEPAK KUMAR AGARWAL

(Authorized Signatory)

WITNESSES

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

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



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

**ALL THAT** piece or parcel of Vacant Bastu Land measuring about 193.139 Decimals rounded off 193.14 Decimals, out of which 173.3395 Decimals rounded off 173.3400 Decimals land appertaining to R.S. Plot No. 348 corresponding to LR Plot No. 14, 9/159, recorded in R.S. Khatian No. 459/1 (23.1 Decimals), 459/5 (119.302 Decimals), 459/7 (30.9375 Decimals rounded off 30.9380 Decimals) and 19.8 Decimals land in RS Plot No. 349 Corresponding to LR Plot No. 14, recorded in R.S. Khatian No. 459/1 (5.775 Decimals), 459/5 (8.25 Decimals), 459/7 (5.775 Decimals) respectively in LR Khatian No. 457, under R.S. Sheet No. 9 & LR Sheet No. 58, J. L. No. 2 situated at Mouza - Dabgram, Pargana - Baikunthapur, P.S. Bhaktinagar, Dist. Jalpaiguri, within Gram Panchayat Area, within jurisdiction of Addl. Dist. Sub - Registry Office Bhaktinagar, Dist. Jalpaiguri.

The said land is butted and bounded as follows: -

- By the North : Land of G. B. Das & others;  
By the South : 20 Feet wide Metal Road;  
By the East : Land of Subal Ghosh & Niranjana Ghosh;  
By the West : Eastern Bye Pass Road (100 Feet wide Metal)

**SCHEDULE-"B"**  
**(FLOOR PLAN OF THE COMMERCIAL SPACE AND PARKING)**

**ALL THAT** One Shop(**Tiles Flooring**) measuring more or less about \_\_\_\_\_ (\_\_\_\_\_) Square Feet (Carpet Area) and Total Super Built Up Area \_\_\_\_\_ (\_\_\_\_\_) **Square Feet** or equal to \_\_\_\_\_ Square Meter, being Shop No. "\_\_\_\_\_" at \_\_\_\_\_ Floor, of Lower Ground Floor + Upper Ground Floor + 5 Storied Commercial Building named "**GANPATI DWARIKA GALLEIRA**" constructed on the land as described in Schedule-"A" herein above together with undivided and impartible proportionate share in the land.



**D.M. VENTURES**  
*D. M. VENTURES*  
 Partner

**SCHEDULE-"C"**  
**(PAYMENT PLAN BY THE ALLOTTEE)**

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

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



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

WITNESSES:

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

\_\_\_\_\_  
PURCHASER

2.

\_\_\_\_\_  
VENDOR/OWNER

**D.M. VENTURES**

*[Handwritten Signature]*

**Partner**

\_\_\_\_\_  
DEVELOPER/PROMOTER/CONFIRMING PARTY

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

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

\_\_\_\_\_  
**DEWANSHU DEV TIWARY**  
**ADVOCATE, SILIGURI**  
**ENROL. NO. F-279/229 OF 2014**