

**AGREEMENT TO SELL**

THIS AGREEMENT TO SELL IS EXECUTED ON THIS THE

\_\_\_\_\_ DAY OF \_\_\_\_\_, 2024.

: 2 :

B E T W E E N

1. SRI MAHENDRA KUMAR MUNDHRA, son of Late Sohan Lal Mundhra, Indian by Nationality, Hindu by faith, Business by occupation, residing at Space Town, Flat No.N7, 7<sup>th</sup> Floor, Sevoke Road, Siliguri, P.O.-Sevoke Road, P.S.-Bhaktinagar, District-Jalpaiguri, PIN-734001, in the State of West Bengal, ( which expression shall unless excluded by or repugnant to the context be deemed to include his heirs, executors, successors, representatives, administrators and assignees ) ( I.T. PAN - ADJPM1858Q )

2. SMT. SUSHILA DEVI MUNDHRA, wife of Late Mahabir Prasad Mundhra, Indian by Nationality, Hindu by faith, House-wife by occupation, residing at Space Town, Flat No.K7, 7<sup>th</sup> Floor, Sevoke Road, Siliguri, P.O.-Sevoke Road, P.S.-Bhaktinagar, District-Jalpaiguri, PIN-734001, in the State of West Bengal, ( which expression shall unless excluded by or repugnant to the context be deemed to include her heirs, executors, successors, representatives, administrators and assignees ) ( I.T. PAN - ACYPM5285B )

3. SMT. SHANTI DEVI MUNDHRA, wife of Sri Sitaram Mundhra, Indian by Nationality, Hindu by faith, House-wife by occupation, residing at Ananda Mohan Basu Road ( bye-lane ), Babupara, Siliguri, Ward No.27 of Siliguri Municipal Corporation, P.O. - Siliguri Town, P.S. - Siliguri, District - Darjeeling, PIN - 734004, in the State of West Bengal, ( which expression shall unless excluded by or repugnant to the context be deemed to include her heirs, executors, successors, representatives, administrators and assigns ) ( I.T. PAN - ADJPM7868A )

4. SRI RAJESH KUMAR MUNDHRA ( MAHESHWARI ), son of Sri Sitaram Mundhra ( Maheshwari ), Indian by Nationality, Hindu by faith, Business by occupation, residing at Ananda Mohan Basu Road ( bye-lane ), Babupara, Siliguri, Ward No.27 of Siliguri Municipal Corporation, P.O.-Siliguri Town, P.S.- Siliguri, District - Darjeeling, PIN - 734004, in the State of West Bengal, ( which expression shall unless excluded by or repugnant to the context be deemed to include his heirs, executors, successors, representatives, administrators and assignees ) ( I.T. PAN - ADUPM3712E )

5. SMT. SANGITA PERIWAL, wife of Sri Pradip Kumar Perival and daughter of Sri Sitaram Mundhra ( Maheshwari ), Indian by Nationality, Hindu by faith, House-wife by occupation, residing at C/o - Shri Balaji Krishi Bhandar, Near Police Station, Station Feeder Road, Siliguri, P.O. - Siliguri Bazar, P.S. - Siliguri, District - Darjeeling, PIN - 734005, in the State of West Bengal, ( which expression shall unless excluded by or repugnant to the context be deemed to include her heirs, executors, successors, representatives, administrators and assignees ) ( I.T. PAN - AJLPM9444N )

: 3 :

6. SMT. PREMLATA MAHESHWARI alias PREMLATA MUNDHRA, wife of Late Binod Kumar Mundhra, Indian by Nationality, Hindu by faith, House-wife by occupation, residing at Satpal Singh Building, Near Dimapur Municipal Council, Ward No.17, Kalibari Road, P.O.- Dimapur, P.S.- Dimapur Suburban, District - Dimapur, PIN-797112, in the State of Nagaland, ( which expression shall unless excluded by or repugnant to the context be deemed to include her heirs, executors, successors, representatives, administrators and assignees ) ( I.T. PAN - ADJPM1896J )

7. SRI MANOJ KUMAR MUNDHRA alias MANOJ MUNDHRA, son of Late Binod Kumar Mundhra, Indian by Nationality, Hindu by faith, Business by occupation, residing at Satpal Singh Building, Near Dimapur Municipal Council, Ward No.17, Kalibari Road, P.O.- Dimapur, P.S.- Dimapur Suburban, District - Dimapur, PIN-797112, in the State of Nagaland, ( which expression shall unless excluded by or repugnant to the context be deemed to include his heirs, executors, successors, representatives, administrators and assignees ) ( I.T. PAN - ADDPM8689H )

8. SMT. SUDESH DEVI MUNDHRA, wife of Late Basant Kumar Mundhra, Indian by Nationality, Hindu by faith, House-wife by occupation, residing at Station Feeder Road, Siliguri, P.O.-Siliguri Bazar, P.S.-Siliguri, District-Darjeeling, PIN-734005, in the State of West Bengal, ( which expression shall unless excluded by or repugnant to the context be deemed to include her heirs, executors, successors, representatives, administrators and assignees ) ( I.T. PAN - ATIPM7155R )

9. SRI RAHUL MUNDHRA, son of Late Basant Kumar Mundhra, Indian by Nationality, Hindu by faith, Business by occupation, residing at Station Feeder Road, Siliguri, P.O. - Siliguri Bazar, P.S.- Siliguri, District - Darjeeling, PIN - 734005, in the State of West Bengal, ( which expression shall unless excluded by or repugnant to the context be deemed to include his heirs, executors, successors, representatives, administrators and assignees ) ( I.T. PAN - APJPM5070N ) and

10. DELTA REALTORS, a Partnership Firm, having its Office at Hillman House, Vidya Sagar Road, Khalpara, Siliguri, P.O.-Siliguri Bazar, P.S.-Siliguri, District-Darjeeling, PIN-734005, in the State of West Bengal, represented by its Partner-SRI NIMIT MUNDHRA, son of Sri Kamal Kumar Mundhra, Indian by Nationality, Hindu by faith, Business by occupation, residing at Hillman House, Vidya Sagar Road, Khalpara, Siliguri, P.O.-Siliguri Bazar, P.S.-Siliguri, District-Darjeeling, PIN-734005, in the State of West Bengal, ( which expression shall unless excluded by or repugnant to the context be deemed to include its Partners, executors, successors-in-office, representatives, administrators and assignees ) ( I.T. PAN – AAMFD0215E )

hereinafter called the " VENDORS " of the " ONE PART ".

: 4 :

AND

[If the Allottee is a company]

\_\_\_\_\_, (CIN no. \_\_\_\_\_) a company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be ], having its registered office at \_\_\_\_\_, (PAN \_\_\_\_\_), represented by its authorized signatory, \_\_\_\_\_, (Aadhaar no. \_\_\_\_\_) duly authorized vide board resolution dated \_\_\_\_\_, hereinafter referred to as the “Allottee” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, executors, administrators and permitted assignees).

[OR]

[If the Allottee is a Partnership]

\_\_\_\_\_, a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at \_\_\_\_\_, (PAN \_\_\_\_\_), represented by its authorized partner, \_\_\_\_\_, (Aadhaar no. \_\_\_\_\_) authorized vide \_\_\_\_\_, hereinafter referred to as the “Allottee” (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).

[OR]

[If the Allottee is an Individual]

Mr. / Ms. \_\_\_\_\_, (Aadhaar no. \_\_\_\_\_) son / daughter of \_\_\_\_\_, aged about \_\_\_\_\_, residing at \_\_\_\_\_, (PAN \_\_\_\_\_), hereinafter called the “Allottee” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assignees).

[OR]

[ If the Allottee is a HUF]

Mr. \_\_\_\_\_, (Aadhaar no. \_\_\_\_\_) son of \_\_\_\_\_, aged about \_\_\_\_\_ for self and as the Karta of the Hindu Joint Mitakshara Family known as \_\_\_\_\_ HUF, having its place of business / residence at \_\_\_\_\_, (PAN \_\_\_\_\_), hereinafter referred to as the “Allottee” (which expression shall unless repugnant to the context or meaning thereof be deemed to include his heirs, representatives, executors, administrators, successors-in-interest and permitted assigns as well as the members of the said HUF, their heirs, executors, administrators, successors-in-interest and permitted assignees).

[please insert details of other allottee(s), in case of more than one allottee]

## DEFINITIONS:

For the purpose of this Agreement for Sale, unless the context otherwise requires:

“Act” means the West Bengal Housing Industry Regulation Act, 2017 (West Ben, Act XLI of 2017); “Rules” means the West Bengal Housing Industry Regulation Rules, 2018 made under the West

Bengal Housing Regulation Act, 2017;

“Regulation” means the Regulation made under the West Bengal Housing Industry Regulation Act, 2017

;

“Section” means a section of the Act.

I. WHEREAS Sri Sohan Lal Mundhra, Sri Gauri Shankar Mundhra and Sri Jai Chand Lal Mundhra, all sons of Kishan Chand Mundhra, were the recorded owners of all that piece or parcel of land measuring 1.542 Acres or 93.45 Kathas ( each having 1/3<sup>rd</sup> share in it), comprised in R.S. Plot No.7202, recorded in R.S. Khatian No.1028, situated within Mouza-Siliguri, J.L. No.110(88), Pargana- Baikunthapur, P.O.-Siliguri Bazar, P.S.-Siliguri, District- Darjeeling, having permanent, heritable and transferable right, title and interest therein.

II. AND WHEREAS above named Sri Sohan Lal Maheshwari ( Mundhra ), had transferred and made over physical possession of his 1/3<sup>rd</sup> share in the aforesaid land measuring 1.542 Acres or 93.45 Kathas, unto and in favour of SMT. SUSHILA DEVI MUNDHRA, wife of Sri Mahabir Prasad Mundhra, SMT. SHANTI DEVI MUNDHRA, wife of Sri Sitaram Mundhra, SRI BINOD KUMAR MUNDHRA, son of Sohan Lal Mundhra, SRI BASANT KUMAR MUNDHRA, son of Sohan Lal Mundhra and SRI MAHENDRA KUMAR MUNDHRA, son of Sohan Lal Mundhra, by virtue of Gift Deed, Dtd.18-07-1973, being Document No.4577 for the year 1973, entered in Book - I, Volume No.56, Pages 41 to 47, registered in the Office of the Sub-Registrar, Siliguri.

III. AND WHEREAS Gauri Shankar Mundhra, died intestate leaving behind his sons – SRI RAMAWATAR MUNDHRA, SRI SHYAM SUNDAR MUNDHRA, SRI RAMESH KUMAR MUNDHRA, daughters - SMT. BIMLA DEVI SONI, wife of Sri Vijay Kumar Soni, SMT. VIDYA DEVI KOTHARI, wife of Sri Sushil Kumar Kothari, SMT. LILA DEVI PARWAL, wife of Sri Ghanshyam Das Parwal and SMT. BASANTI DEVI RANGHAR, wife of Sri Maheshji Ranghar, as his only legal heirs, to inherit his 1/3<sup>rd</sup> share in the aforesaid land measuring 1.542 Acres or 93.45 Kathas.

IV. AND WHEREAS Jai Chand Lal Mundhra, died intestate leaving behind his sons – SRI JUGAL KISHOR MUNDHRA, SRI KANHAIYALAL MUNDHRA, SRI SHIV RATAN MUNDHRA, SRI HANUMAN PRASAD MUNDHRA, SRI RATAN KUMAR MUNDHRA, daughters – SMT. KAMLA DEVI MANTRI, wife of Late Shiv Kumar Mantri and SMT. SARLA DEVI PERIWAL, wife of Sri Omprakash Periwai, as his only legal heirs, to inherit his 1/3<sup>rd</sup> share in the aforesaid land measuring 1.542 Acres or 93.45 Kathas.

AND WHEREAS above named RATAN KUMAR MUNDHRA, died intestate leaving behind his wife – SMT. SAROJ DEVI MUNDHRA, son – SRI VISHAL MUNDHRA and daughter – MISS VRINDA MUNDHRA, as his only legal heirs, to inherit his share in the aforesaid land measuring 1.542 Acres or 93.45 Kathas.

V. A) AND WHEREAS by way of inheritance abovenamed SRI RAMAWATAR MUNDHRA, SRI SHYAM SUNDAR MUNDHRA, SRI RAMESH KUMAR MUNDHRA, SMT. BIMLA DEVI SONI, SMT. VIDYA DEVI KOTHARI, SMT. LILA DEVI PARWAL and SMT. BASANTI DEVI RANGHAR, became the sole, absolute and exclusive owners of all that 1/3<sup>rd</sup> share in the aforesaid land measuring 1.542 Acres or 93.45 Kathas, having permanent, heritable and transferable right, title and interest therein.

B) AND WHEREAS by way of inheritance abovenamed SRI JUGAL KISHOR MUNDHRA, SRI KANHAIYALAL MUNDHRA, SRI SHIV RATAN MUNDHRA, SRI HANUMAN PRASAD MUNDHRA, SMT. KAMLA DEVI MANTRI, SMT. SARLA DEVI PERIWAL, SMT. SAROJ DEVI MUNDHRA, SRI VISHAL MUNDHRA and MISS VRINDA MUNDHRA, became the sole, absolute and exclusive owners of all that 1/3<sup>rd</sup> share in the aforesaid land measuring 1.542 Acres or 93.45 Kathas, having permanent, heritable and transferable right, title and interest therein.

VI. AND WHEREAS SRI RAMAWATAR MUNDHRA, SRI SHYAM SUNDAR MUNDHRA, SRI RAMESH KUMAR MUNDHRA, SMT. BIMLA DEVI SONI, SMT. VIDYA DEVI KOTHARI, SMT. LILA DEVI PARWAL, SMT. BASANTI DEVI RANGHAR, SRI JUGAL KISHOR MUNDHRA, SRI KANHAIYALAL MUNDHRA, SRI SHIV RATAN MUNDHRA, SRI HANUMAN PRASAD MUNDHRA, SMT. KAMLA DEVI MANTRI, SMT. SARLA DEVI PERIWAL, SMT. SAROJ DEVI MUNDHRA, SRI VISHAL MUNDHRA and MISS VRINDA MUNDHRA, had transferred and made over physical possession of their 2/3<sup>rd</sup> share in the aforesaid land measuring 1.542 Acres or 93.45 Kathas, unto and in favour of SMT. SUSHILA DEVI MUNDHRA, wife of Sri Mahabir Prasad Mundhra, SMT. SHANTI DEVI MUNDHRA, wife of Sri Sitaram Mundhra, SMT. PREMLATA MUNDHRA, wife of Late Binod Kumar Mundhra, SMT. SUDESH DEVI MUNDHRA, wife of Late Basant Kumar Mundhra and SRI MAHENDRA KUMAR MUNDHRA, son of Sohan Lal Mundhra, by virtue of twenty separate Gift Deeds, i) executed on 04-05-2009, being Document Nos.835, 836, 837, 838, 839, 840 for the year 2009, ii) executed on 05-05-2009, being Document Nos.847, 848, 849, 850, 851, 852, 853 for the year 2009 and iii) executed on 06-05-2009, being Document Nos.868, 869, 871, 872, 873, 874 and 875 for the year 2009, all the Deeds registered in the Office of the Addl. Dist. Sub-Registrar Siliguri.

VII. AND WHEREAS by virtue of the aforesaid Gift Deeds, being Document No.4577 for the year 1973 and by virtue of the aforesaid 20 Gift Deeds, being Document Nos.835, 836, 837, 838, 839, 840, 847, 848, 849, 850, 851, 852, 853, 868, 869, 871, 872, 873, 874 and 875 for the year 2009 :

a) above named SMT. SUSHILA DEVI MUNDHRA, became the sole, absolute and exclusive owner of all that undivided 20% share in the aforesaid land measuring 1.542 Acres or 93.45 Kathas ( 20% share in the said land measures 18.69 Kathas), having permanent, heritable and transferable right, title and interest therein.

b) above named SMT. SHANTI DEVI MUNDHRA, became the sole, absolute and exclusive owner of all that undivided 20% share in the aforesaid land measuring 1.542 Acres or 93.45 Kathas ( 20% share in the said land measures 18.69 Kathas), having permanent, heritable and transferable right, title and interest therein.

c) above named SRI MAHENDRA KUMAR MUNDHRA, became the sole, absolute and exclusive owner of all that undivided 20% share in the aforesaid land measuring 1.542 Acres or 93.45 Kathas ( 20% share in the said land measures 18.69 Kathas), having permanent, heritable and transferable right, title and interest therein.

VIII. A) AND WHEREAS by virtue of the aforesaid Gift Deed, being Document No.4577 for the year 1973, above named SRI BINOD KUMAR MUNDHRA, became the sole, absolute and exclusive owner of all that undivided 1/5<sup>th</sup> share of 1/3<sup>rd</sup> share ( i.e. 1/15<sup>th</sup> share ), in the aforesaid land measuring 1.542 Acres or 93.45 Kathas, having permanent, heritable and transferable right, title and interest therein.

AND WHEREAS above named BINOD KUMAR MUNDHRA, died intestate leaving behind his wife - SMT. PREMLATA MUNDHRA, son - SRI MANOJ MUNDHRA, as his only legal heirs, to inherit his undivided 1/15<sup>th</sup> share in the aforesaid land measuring 1.542 Acres or 93.45 Kathas.

B) AND WHEREAS by virtue of the aforesaid Gift Deed, being Document No.4577 for the year 1973, above named SRI BASANT KUMAR MUNDHRA, became the sole, absolute and exclusive owner of all that undivided 1/5<sup>th</sup> share of 1/3<sup>rd</sup> share ( i.e. 1/15<sup>th</sup> share ), in the aforesaid land measuring 1.542 Acres or 93.45 Kathas, having permanent, heritable and transferable right, title and interest therein.

AND WHEREAS above named BASANT KUMAR MUNDHRA, died intestate leaving behind his wife – SMT. SUDESH DEVI MUNDHRA, sons – SRI NIRAJ KUMAR MUNDHRA and SRI RAHUL MUNDHRA, as his only legal heirs, to inherit his undivided 1/15<sup>th</sup> share in the aforesaid land measuring 1.542 Acres or 93.45 Kathas.

IX. A) AND WHEREAS by virtue of the aforesaid 20 Gift Deeds, being Document Nos.835, 836, 837, 838, 839, 840, 847, 848, 849, 850, 851, 852, 853, 868, 869, 871, 872, 873, 874 and 875 for the year 2009 and by way of inheritance above named SMT. PREMLATA MUNDHRA, became the sole, absolute and exclusive owner of all that undivided 16.67% share in the aforesaid land measuring 1.542 Acres or 93.45 Kathas ( 16.67% share in the said land measures 15.58 Kathas), having permanent, heritable and transferable right, title and interest therein.

B) AND WHEREAS by way of inheritance above named SRI MANOJ MUNDHRA, became the sole, absolute and exclusive owner of all that undivided 3.33% share in the aforesaid land measuring 1.542 Acres or 93.45 Kathas ( 3.33% share in the said land measures 3.11 Kathas), having permanent, heritable and transferable right, title and interest therein.

X. A) AND WHEREAS by virtue of the aforesaid 20 Gift Deeds, being Document Nos.835, 836, 837, 838, 839, 840, 847, 848, 849, 850, 851, 852, 853, 868, 869, 871, 872, 873, 874 and 875

for the year 2009 and by way of inheritance above named SMT. SUDESH DEVI MUNDHRA, became the sole, absolute and exclusive owner of all that undivided 15.55% share in the aforesaid land measuring 1.542 Acres or 93.45 Kathas ( 15.55% share in the said land measures 14.53 Kathas), having permanent, heritable and transferable right, title and interest therein.

B) AND WHEREAS by way of inheritance above named SRI NIRAJ KUMAR MUNDHRA, became the sole, absolute and exclusive owner of all that undivided 2.225% share in the aforesaid land measuring 1.542 Acres or 93.45 Kathas ( 2.225% share in the said land measures 2.08 Kathas), having permanent, heritable and transferable right, title and interest therein.

C) AND WHEREAS by way of inheritance above named SRI RAHUL MUNDHRA, became the sole, absolute and exclusive owner of all that undivided 2.225% share in the aforesaid land measuring 1.542 Acres or 93.45 Kathas ( 2.225% share in the said land measures 2.08 Kathas), having permanent, heritable and transferable right, title and interest therein.

XI. A) AND WHEREAS above named SMT. SUSHILA DEVI MUNDHRA, SMT. SHANTI DEVI MUNDHRA, SRI MAHENDRA KUMAR MUNDHRA, SMT. PREMLATA MUNDHRA, SRI MANOJ MUNDHRA, SMT. SUDESH DEVI MUNDHRA, SRI NIRAJ KUMAR MUNDHRA and SRI RAHUL MUNDHRA, thereafter, collectively had transferred for valuable consideration and made over physical possession of all that piece or parcel of land measuring 0.113 Acres out of their share in the aforesaid land measuring 1.542 Acres, unto and in favour of i) Sri Dilip Kumar Agarwal, son of Late Ram Niwas Agarwal, ii) Sri Sova Chand Agarwal, son of Late Ram Niwas Agarwal, iii) Smt. Usha Agarwal, wife of Sri Dilip Kumar Agarwal and iv) Smt. Anju Agarwal, wife of Sri Sova Chand Agarwal, by virtue of three separate Sale Deeds, all the Deeds executed on 26-08-2010, being Document Nos.2063, 2064 and 2065 for the year 2010, registered in the Office of the Addl. Dist. Sub-Registrar, Siliguri.

B) AND WHEREAS by virtue of the aforesaid three separate Sale Deeds, being Document Nos.2063, 2064 and 2065 for the year 2010, abovenamed i) Sri Dilip Kumar Agarwal, ii) Sri Sova Chand Agarwal, iii) Smt. Usha Agarwal and iv) Smt. Anju Agarwal alias Anju Devi Agarwal, became the sole, absolute and exclusive owners of the aforesaid land measuring 0.113 Acres [ each having 1/4<sup>th</sup> ( One Fourth ) share in it ], having permanent, heritable and transferable right, title and interest therein.

C) AND WHEREAS abovenamed Smt. Anju Agarwal alias Anju Devi Agarwal, wife of Sri Sova Chand Agarwal, thereafter had transferred and made over physical possession of her 1/4<sup>th</sup> ( One Fourth ) share in the aforesaid land measuring 0.113 Acres, unto and in favour of her husband – Sri Sova Chand Agarwal, son of Late Ram Niwas Agarwal, by virtue of Gift Deed, executed on 21-05-2011, being Document No.1426 for the year 2011, registered in the Office of the Addl. Dist. Sub-Registrar, Siliguri.

AND WHEREAS by virtue of the aforesaid three separate Sale Deeds, being Document Nos.2063, 2064 and 2065 for the year 2010 and Gift Deed, being Document No.1426 for the year 2011, abovenamed - Sri Sova Chand Agarwal, became the sole, absolute and exclusive owner of all that ½ ( one-half ) share in the aforesaid land measuring 0.113 Acres, having permanent, heritable and transferable right, title and interest therein.



D) AND WHEREAS abovenamed Sri Sova Chand Agarwal, thereafter had transferred and made over physical possession of his  $\frac{1}{2}$  ( one-half ) share in the aforesaid land measuring 0.113 Acres, unto and in favour of his brother - Sri Dilip Kumar Agarwal, by virtue of Gift Deed, executed on 28-06-2011, being Document No.1651 for the year 2011, registered in the Office of the Addl. Dist. Sub-Registrar, Siliguri.

E) AND WHEREAS by virtue of the aforesaid three separate Sale Deeds, being Document Nos.2063, 2064 and 2065 for the year 2010 and Gift Deed, being Document No.1651 for the year 2011, abovenamed - Sri Dilip Kumar Agarwal, became the sole, absolute and exclusive owner of all that  $\frac{3}{4}$ <sup>th</sup> ( Three Fourth ) share in the aforesaid land measuring 0.113 Acres, having permanent, heritable and transferable right, title and interest therein.

AND WHEREAS by virtue of the aforesaid three separate Sale Deeds, being Document Nos.2063, 2064 and 2065 for the year 2010, abovenamed Smt. Usha Agarwal, became the sole, absolute and exclusive owner of all that  $\frac{1}{4}$ <sup>th</sup> ( One Fourth ) share in the aforesaid land measuring 0.113 Acres, having permanent, heritable and transferable right, title and interest therein.

F) AND WHEREAS abovenamed Sri Dilip Kumar Agarwal and Smt. Usha Agarwal, thereafter collectively had transferred for valuable consideration and made over physical possession of the aforesaid land measuring 0.113 Acres, unto and in favour of Trimudra Vincom Private Limited, by virtue of two separate Sale Deeds, i) executed on 04-09-2014, being Document No.1800 for the year 2014 and ii) executed on 03-09-2014, being Document No.1816 for the year 2014, both the deeds registered in the Office of the Addl. Dist. Sub-Registrar, Siliguri.

G) AND WHEREAS abovenamed Trimudra Vincom Private Limited, thereafter had transferred for valuable consideration and made over physical possession of the aforesaid land measuring 0.113 Acres or 6.848 Kathas, unto and in favour of Delta Realtors, by virtue of five separate Sale Deeds, i) executed on 22-05-2017, being Document No.1331 for the year 2017, ii) executed on 23-06-2017, being Document No.1355 for the year 2017, iii) executed on 21-06-2017, being Document No.1338 for the year 2017, iv) executed on 25-06-2017, being Document No.1547 for the year 2017 and v) executed on 26-06-2017, being Document No.1548 for the year 2017, all the Deeds registered in the Office of the Addl. Dist. Sub-Registrar, Siliguri.

XII. AND WHEREAS abovenamed SMT. SUSHILA DEVI MUNDHRA, SMT. SHANTI DEVI MUNDHRA, SRI MAHENDRA KUMAR MUNDHRA, SMT. PREMLATA MUNDHRA, SRI MANOJ MUNDHRA, SMT. SUDESH DEVI MUNDHRA, SRI NIRAJ KUMAR MUNDHRA and SRI RAHUL MUNDHRA, thereafter, collectively had transferred for valuable consideration and made over physical possession of all that piece or parcel of land measuring 3.9 Kathas out of their share in the aforesaid land measuring 1.542 Acres, unto and in favour of Delta Realtors, by virtue of two separate Sale Deeds, i) executed on 04-10-2016, being Document No.2313 for the year 2016 and ii) executed on 05-10-2016, being Document No.2330 for the year 2016, both the Deeds registered in the Office of the Addl. Dist. Sub-Registrar, Siliguri.

XIII. A) AND WHEREAS above named SMT. SHANTI DEVI MUNDHRA, out of natural love and affection thereafter had transferred and made over physical possession of all that piece or parcel of land measuring 6 Kathas out of her share in the aforesaid land measuring 1.542 Acres, unto and in favour of her son- SRI RAJESH KUMAR MUNDHRA ( MAHESHWARI ), by virtue of Gift Deed, executed on 16-08-2017, being Document No.1942 for the year 2017, registered in the Office of the Addl. Dist. Sub-Registrar, Siliguri.

B) AND WHEREAS above named SMT. SHANTI DEVI MUNDHRA, out of natural love and affection thereafter had also transferred and made over physical possession of all that piece or parcel of land measuring 3 Kathas out of her share in the aforesaid land measuring 1.542 Acres, unto and in favour of her daughter - SMT. SANGITA PERIWAL, wife of Sri Pradip Kumar Periwal, by virtue of Gift Deed, executed on 16-08-2017, being Document No.1941 for the year 2017, registered in the Office of the Addl. Dist. Sub-Registrar, Siliguri.

XIV. A) AND WHEREAS above named SMT. SUDESH DEVI MUNDHRA, out of natural love and affection thereafter had transferred and made over physical possession of all that piece or parcel of land measuring 8 Kathas out of her share in the aforesaid land measuring 1.542 Acres, unto and in favour of her son- SRIRAHUL MUNDHRA, by virtue of Gift Deed, executed on 16-08-2017, being Document No.1939 for the year 2017, registered in the Office of the Addl. Dist. Sub-Registrar, Siliguri.

B) AND WHEREAS above named SRI NIRAJ KUMAR MUNDHRA, out of natural love and affection thereafter had transferred and made over physical possession of his entire share of remaining land which measures 1.8409 Kathas, unto and in favour of his brother - SRI RAHUL MUNDHRA, by virtue of Gift Deed, executed on 16-08-2017, being Document No.1940 for the year 2017, registered in the Office of the Addl. Dist. Sub-Registrar, Siliguri.

XV. A) AND WHEREAS abovenamed SRI MAHENDRA KUMAR MUNDHRA, had transferred his 20% share in all that piece or parcel of land measuring 10.748 Kathas and SRI MAHENDRA KUMAR MUNDHRA, ( The Vendor No.1 of these presents ), became the sole, absolute and exclusive owner of all that piece or parcel of land measuring 16.5405 Kathas, having permanent, heritable and transferable right, title and interest therein.

B) AND WHEREAS abovenamed SMT. SUSHILA DEVI MUNDHRA, had transferred her 20% share in all that piece or parcel of land measuring 10.748 Kathas and SMT. SUSHILA DEVI MUNDHRA, ( The Vendor No.2 of these presents ), became the sole, absolute and exclusive owner of all that piece or parcel of land measuring 16.54 Kathas, having permanent, heritable and transferable right, title and interest therein.

C) AND WHEREAS abovenamed SMT. SHANTI DEVI MUNDHRA, had transferred her 20% share in all that piece or parcel of land measuring 10.748 Kathas and SMT. SHANTI DEVI MUNDHRA, became the sole, absolute and exclusive owner of all that piece or parcel of land measuring 16.54 Kathas and SMT. SHANTI DEVI MUNDHRA thereafter had gifted all that piece or parcel of land measuring 9 Kathas out of the aforesaid land, unto and in favour of her son and daughter and SMT. SHANTI DEVI MUNDHRA ( The Vendor No.3 of these presents ), became the sole absolute and exclusive owner of all that piece or parcel of land measuring 7.54 Kathas, having permanent, heritable and transferable right, title and interest therein.

D) AND WHEREAS SRI RAJESH KUMAR MUNDHRA ( MAHESHWARI ) ( The Vendor No.4 of these presents ), by virtue of Gift Deed, being Document No.1942 for the year 2017, became the sole, absolute and exclusive owner of all that piece or parcel of land measuring 6 Kathas, having permanent, heritable and transferable right, title and interest therein.

E) AND WHEREAS SMT. SANGITA PERIWAL ( The Vendor No.5 of these presents ), by virtue of Gift Deed, being Document No.1941 for the year 2017, became the sole, absolute and exclusive owner of all that piece or parcel of land measuring 3 Kathas, having permanent, heritable and transferable right, title and interest therein.

F) AND WHEREAS abovenamed SMT. PREMLATA MUNDHRA, had transferred her 16.67% share in all that piece or parcel of land measuring 10.748 Kathas and SMT. PREMLATA MUNDHRA, ( The Vendor No.6 of these presents ), became the sole, absolute and exclusive owner of all that piece or parcel of land measuring 13.789 Kathas, having permanent, heritable and transferable right, title and interest therein.

G) AND WHEREAS abovenamed SRI MANOJ MUNDHRA, had transferred his 3.33% share in all that piece or parcel of land measuring 10.748 Kathas and SRI MANOJ MUNDHRA, ( The Vendor No.7 of these presents ), became the sole, absolute and exclusive owner of all that piece or parcel of land measuring 2.752 Kathas, having permanent, heritable and transferable right, title and interest therein.

H) AND WHEREAS abovenamed SMT. SUDESH DEVI MUNDHRA, had transferred her 15.55% share in all that piece or parcel of land measuring 10.748 Kathas and SMT. SUDESH DEVI MUNDHRA, became the sole, absolute and exclusive owner of all that piece or parcel of land measuring 12.8587 Kathas and SMT. SUDESH DEVI MUNDHRA thereafter had gifted all that piece or parcel of land measuring 8 Kathas out of the aforesaid land unto and in favour of her son and SMT. SUDESH DEVI MUNDHRA ( The Vendor No.8 of these presents ), became the sole absolute and exclusive owner of all that piece or parcel of land measuring 4.8587 Kathas, having permanent, heritable and transferable right, title and interest therein.

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I) AND WHEREAS abovenamed SRI RAHUL MUNDHRA, had transferred his 2.225% share in all that piece or parcel of land measuring 10.748 Kathas and SRI RAHUL MUNDHRA ( The Vendor No.9 of these presents ), became the sole, absolute and exclusive owner of all that piece or parcel of land measuring 1.8409 Kathas and by virtue of two separate Gift Deeds, being Document Nos.1939 and 1940 for the year 2017, SRI RAHUL MUNDHRA ( The Vendor No.9 of these presents ), also became the sole, absolute and exclusive owner of all that piece or parcel of land measuring 9.8409

Kathas, therefore SRI RAHUL MUNDHRA ( The Vendor No.9 of these presents ), became the sole, absolute and exclusive owner of all that piece or parcel of land in total measuring 11.6818 Kathas, having permanent, heritable and transferable right, title and interest therein.

J) AND WHEREAS DELTA REALTORS ( The Vendor No.10 of these presents ), by virtue of seven separate Sale Deeds, i) being Document No.2313 for the year 2016, ii) being Document No.2330 for the year 2016, iii) being Document No.1331 for the year 2017, iv) being Document No.1338 for the year 2017, v) being Document No.1355 for the year 2017, vi) being Document No.1547 for the year 2017 and vii) being Document No.1548 for the year 2017, became the sole, absolute and exclusive owner of all that piece or parcel of land measuring 10.748 Kathas, having permanent, heritable and transferable right, title and interest therein.

AND WHEREAS SRI MAHENDRA KUMAR MUNDHRA, SMT. SUSHILA DEVI MUNDHRA, SMT. SHANTI DEVI MUNDHRA, SRI RAJESH KUMAR MUNDHRA, SMT. SANGITA PERIWAL, SMT. PREMLATA MUNDHRA, SRI MANOJ MUNDHRA, SMT. SUDESH DEVI MUNDHRA, SRI RAHUL MUNDHRA and DELTA REALTORS (The Vendors of these presents), being desirous of constructing a multistoried building on their aforesaid land have thereafter amalgamated their respective land in total measuring 93.45 Kathas, for the better utilization of the land and to give better shape to the building to be constructed thereon vide Agreement of Amalgamation, Dated 05-11-2019, solemnly affirmed before the Ld. Executive Magistrate at Siliguri.

AND WHEREAS the Vendors of these presents are presently in physical possession of all that piece or parcel of land measuring about 88.054 Kathas out of the aforesaid land measuring 93.45 Kathas and the Vendors of these presents further intend to gift all that piece or parcel of land measuring about 5.539 Kathas out of the aforesaid land unto and in favour of Siliguri Municipal Corporation for the widening of road on the Southern side and the Western side of the aforesaid land.

AND WHEREAS under the above circumstances, the Vendors of these presents are now constructing the said multistoried building complex divided into several independent units on all that piece or parcel of land measuring about 82.515 Kathas, more particularly described in the Schedule-A given hereinbelow, the plan prepared for which was approved by the appropriate authority, vide Plan No.604, Dated 31-08-2019, sanctioned on 07-01-2021 and revised Building Plan No.13 ( Site Plan No.7 ) Dated 06-04-2023, approved on 11-09-2023 for a Ground Floor plus Eleven storied Residential Building ( Block-1 ) & Two Basement Floors plus Ground Floor plus Four storied Commercial Building ( Block-2 ).

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AND WHEREAS the Vendors have now formulated a scheme to enable a person/party intending to have his/her/their own unit or premises in the said Ground Floor plus Eleven storied Residential Building ( Block-1 ) & Two Basement Floors plus Ground Floor plus Four storied Commercial Building ( Block-2 ) alongwith the undivided proportionate share and interest in the land on which the said building stands. The proportionate share or interest in the land is to be determined according to the constructed area comprising the unit or premises proportionate to the total constructed area on the said land.

AND WHEREAS the said Ground Floor plus Eleven storied Residential Building ( Block-1 ) & Two Basement Floors plus Ground Floor plus Four storied Commercial Building ( Block-2 ) is divided into several independent flats / units / premises / parking space alongwith the common facilities.

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

The Schedule-A Land is earmarked for the purpose of building complex (hereinafter referred to as " Project ") comprising of a Ground Floor plus Eleven storied Residential Building ( Block-1 ) & Two Basement Floors plus Ground Floor plus Four storied Commercial Building ( Block-2 ) and the said building complex shall be known as " One Landmark ".

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

The Vendors have obtained the final layout plan, sanctioned plan, specifications and approvals for the Project from the appropriate authority vide Plan No.604, Dated 31-08-2019, sanctioned on 07-01-2021 and revised Building Plan No.13 ( Site Plan No.7 ) Dated 06-04-2023, approved on 11-09-2023 for a Ground Floor plus Eleven storied Residential Building ( Block-1 ) & Two Basement Floors plus Ground Floor plus Four storied Commercial Building ( Block-2 ). The Vendors agree and undertake that they shall not make any changes to these approved plans except in strict compliance with the applicable law.

The Vendors has registered the Project under the provisions of the Act with the West Bengal Housing Industry Regulatory Authority on 17-03-2021 vide Registration No.HIRA/P/DAR/2021/001229.

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The Purchaser/s has/have applied for an unit or premises/flat/parking space in the Project vide application No.\_\_\_\_ dated \_\_\_\_\_ and has been allotted all that Shop Room being No. \_\_\_\_\_ measuring \_\_\_\_\_.00 Sq.ft. (Carpet Area) [ \_\_\_\_\_.00 Sq.ft. ( Super built-up area ) ] at \_\_\_\_ (\_\_\_\_) floor in Block - \_\_\_\_ of the building complex, as permissible under the applicable law and of pro rata share in the common areas.

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

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.

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.

In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Vendors hereby agrees to sell and the Purchaser/s hereby agrees to purchase the Schedule-B property.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:-

1. TERMS:

1.1 That the Vendors hereby agree to sell and transfer unto the Purchaser/s the Schedule-B property and the Purchaser/s hereby agree/s to purchase the same for a valuable consideration of Rs.\_\_\_\_\_.00 ( Rupees \_\_\_\_\_ ) only.

1.2 The Total Price for the Schedule-B property is Rs.\_\_\_\_\_.00 ( Rupees \_\_\_\_\_ ) only.

Shop Room No._	Total Price
Type - Commercial	
Floor -	Rs. _____ 00 ( Rupees
Area - _____ Sq.ft (Carpet)	_____ ) only.

**Explanation:**

The Total Price above includes the booking amount paid by the Purchaser/s to the Vendors towards the Schedule-B property;

The Total Price above is exclusive of the Taxes which are leviable or may be levied in future by the Government in connection with the construction of the Project payable by the Vendors up to the date of handing over the possession of the Schedule-B Property to the Purchaser/s and the building complex to the association of Purchaser/s or the competent authority, as the case may be, after obtaining the completion certificate;

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

The Total price is escalation-free, save and except increases which the Purchaser/s hereby agrees to pay due to increases on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Vendors undertake and agree that while raising a demand on the Purchaser/s for increase in development charges, cost/charges imposed by the competent authority, the Vendors shall enclose the said notifications/order/rule regulations to the effect along with the demand letter being issued to the Purchaser/s, which shall only be applicable on subsequent payments. Provided that if there is any new impositions or increase of any development charges after the expiry of the scheduled date of completion of the project as per registrations with the Authority, which shall include the extension of registration, if any, granted to the said project by the authority as per the Act, the same shall not be charged from the Purchaser/s.

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

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

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

The Purchaser/s shall have exclusive ownership of the Schedule property;

The Purchaser/s shall also have undivided proportionate share in the Common Areas, along with other occupants without causing any inconvenience or hindrance to them, it is clarified that the Vendors shall hand over the common areas to the association of Persons after duly obtaining the completion certificate from the competent authority as provided in the Act;

The Purchaser/s has/have the right to visit the project site to assess the extent of development of the project.

1.5 It has been made clear by the Vendors to the Purchaser/s that the Flat along with Open/Covered Parking and utility space shall be treated as a single indivisible unit for all purpose.

1.6 That in pursuance of the aforesaid offer, acceptance and agreement the Purchaser/s have already paid a sum of Rs. \_\_\_\_\_ .00 (Rupees \_only) \_\_\_\_\_ dated \_\_\_\_\_, as earnest/baina money, the receipt of which the Vendors do hereby acknowledge by execution of these presents.

That the balance amount shall be paid as per the payment schedule more particularly described in the Schedule-E given hereinbelow.

That the Vendors shall handover the Schedule - B property to the Purchaser/s after completion, which shall be completed within 31-12-2027, and the registration of the same shall be executed by the Vendors in favour of the Purchaser/s simultaneously after receiving full and final payment, along with the Service Tax/G.S.T as may be applicable at the relevant time.



The Allottees have independently examined and verified or caused to be examined and verified, inter alia, the following and have fully satisfied themselves about the same:

- 1.1 The Title of the Promoter/Developer in respect of the Premises along with Development Agreement as well as the Development Power of Attorney (if any);
- 1.2 The Sanctioned Plans of the Buildings and further revised Sanctioned Plan if any;
- 1.3 The Carpet Area of the Said Apartment;
- 1.4 The Specifications and common Portions of the Project; and
- 1.5 The respective rights interest and entitlements of the Promoter/Developer and the Allottees under this Agreement for Sale.

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;

## 2. MODE OF PAYMENT

Subject to the terms of this Agreement and the Vendors abiding by the construction milestones, the Purchaser/s shall make payments, by Cheque/RTGS to the Vendors, within the stipulated time as aforesaid in favour of "Delta Realtors"

## 3. COMPLIANCE OF LAWS RELATING TO REMITTANCES

3.1 The Purchaser/s, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and Rules and Regulations made thereunder or any statutory amendments (s)/ modification (s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Vendors with such permission, approvals which would enable the Vendors to fulfill their obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Purchaser/s understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

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

#### 4. ADJUSTMENT/APPROPRIATION OF THE PAYMENT

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

#### 5. TIME IS ESSENCE

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

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

The Purchaser/s has seen the proposed plan, specifications, amenities and facilities of the Schedule-B Unit and accepted the Payment Plan, floor plans, and the specifications, amenities and facilities which has been approved by the competent authority, as represented by the Vendors. The Vendors shall develop the Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities subject to the terms in this Agreement, the Vendors 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 Laws and shall not have an option to make any variation / alteration / modification in such plans, other than in the manner provided under the Act and/or as elsewhere stated in this agreement, and breach of this term by the Vendors shall constitute a material breach of the Agreement.

#### 7. POSSESSION OF THE UNIT

7.1 Schedule for possession of the Schedule-B Property: The Vendors agree and understand that timely delivery of possession of the Units/Flats/Parking Space/Utility Space to the Purchaser/s and the common areas to the Apartment Owners' Association or the competent authority is the essence of the Agreement. The Vendors assures to hand over possession of the unit along with ready and complete common areas with all specifications, amenities and facilities of the project in place on 31-12-2027, unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake, epidemic, pandemic, strikes by labourers / employees / transporters / material suppliers, scarcity of building materials or any other calamity caused by nature or any order / notification / rule of the Government 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 (as defined in the Act) then the Purchaser/s agrees that the Vendors shall be entitled to the extension of time for delivery of possession of the unit.

Provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Purchaser/s agrees and confirms that, in the event it becomes impossible for the Vendors to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Vendors shall refund to the Purchaser/s the entire amount received by the Vendors from the allotment within twelve months. The Vendors shall intimate the Purchaser/s about such termination at least fifteen days prior to such termination. After refund of the money paid by the Purchaser/s, the Purchaser/s agrees that he/she shall not have any rights, claims etc. against the Vendors and that the Vendors shall be released and discharged from all its obligations and liabilities under this Agreement.

7.2 Procedure for taking possession – The Vendors upon obtaining the occupancy certificate or completion certificate, whichever be applicable, from the competent authority shall offer in writing the possession of the Schedule-B property, to the Purchaser/s in terms of this Agreement to be taken within one month from the date of issue of such certificate Subject to the terms of the Agreement and the Purchaser/s making payment of the entire balance consideration and all other amounts and deposits payable by the Purchaser/s to the Vendors hereunder and fulfilling all his other covenants / obligations herein. [Provided that, in the absence of local law, the conveyance deed in favour of the Purchaser/s shall be carried out by the Vendors within one month from the date of issue of occupancy / completion certificate subject to the Purchaser/s making payment on account of stamp duty, registration fee etc., Provided further that the Vendors Party shall not be liable to deliver possession of the Schedule-B property to the Purchaser/s nor to execute or cause to be executed any Sale Deed or other instruments until such time the Purchaser/s makes payment of all amounts agreed and required to be paid hereunder by the Purchaser/s and the Purchaser/s has fully performed all the terms conditions and covenants of this Agreement and on the part of the Purchaser/s to be observed and performed until then. The Vendors agrees and undertakes to indemnify the Purchaser/s in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Vendors. The Purchaser/s, after taking possession, agree(s) to pay the maintenance charges as determined by the Vendors / Apartment owners association, as the case may be, after the issuance of the completion certificate for the project. The Vendors shall handover the copy of the occupancy certificate / completion certificate of the unit to the Purchaser/s at the time of conveyance of the same.

It is clarified that the Vendors shall be deemed to have duly complied with all its obligations in case the Vendors issues notice of completion to the Purchaser/s on or before the date mentioned in Clause 7.1 above.

7.3 Failure of Purchaser/s to take Possession of the Schedule-B property : Upon receiving a written intimation from the Vendors as per clause 7.2, the Purchaser/s shall take possession of the Schedule-B property from the Vendors by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Vendors shall give possession of the Schedule-B property to the Purchaser/s. In case the Purchaser/s fails to take possession within the time provided in clause 7.2, such Purchaser/s shall continue to be liable to pay maintenance charges as specified in clause 7.2 and all other outgoings.

Possession by the Allottee – After applying for the occupancy certificate and handing over physical possession of the Apartment to the Allottees, it shall be the responsibility of the Developer to hand over the duplicate copy of 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.

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

Provided that where the Purchaser/s proposes to cancel / withdraw from the project without any fault of the Vendors, the Vendors herein is entitled to forfeit the booking amount, with applicable taxes. The balance amount of money paid by the Purchaser/s shall be returned by the Vendors to the Purchaser/s within 45 (Forty Five) days of such cancellation without any interest on such amount.

#### 7.5 Compensation

The Developer shall compensate the Allottee 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 Developer fails to complete or is unable to give possession of the Apartment (i) in accordance with the terms of this Agreement, duly completed by the date specified herein; or (ii) due to discontinuance of their business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Developer shall be liable, on demand to the allottees, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by them in respect of the Apartment, without any interest within 45 days in the manner as provided under the Act. Provided that where if the Allottee does not intend to withdraw from the Project, the Developer shall pay the Allottee the interest at the rate specified in the Rules for every month of delay, till handing over the possession of the Apartment.

## 8. REPRESENTATIONS AND WARRANTIES OF THE VENDORS

The Vendors hereby represent and warrant to the Purchaser/s as follows :

A. That if the Vendors avoid, neglect and/or fail to perform the acts as stipulated and register the necessary Sale Deed in favour of the Purchaser/s and/or his/her nominee/s with respect to the Schedule-B property, then the Purchaser/s shall be entitled to execute and register necessary legal Sale Deed through the process of law and the Vendors shall be liable for the entire cost of the suit.

B. That the Vendors covenants that the property hereby agreed to be conveyed in favour of the Purchaser/s and/or his/her/their nominees will be free from all encumbrances whatsoever and in the event of any contrary the vendor shall be liable to make good the loss or injury which the purchaser/s may suffer or sustain in consequence thereof.

C. That the Vendors further undertakes to take all actions and to execute all documents required to be done or executed for fully assuring right, title and interest of the Purchaser/s to the property to be conveyed at the cost of purchaser.

D. That after execution of the conveyance deed with respect to the Schedule - B property in favour of the Purchaser/s, he/she /they shall have the right to get his/her/their name mutated with respect to the said Schedule - B property with appropriate authority and shall pay such taxes as may be levied upon him/her/their from time to time though the same has not yet been assessed.

E. That after execution of the conveyance deed with respect to the Schedule - B property in favour of the Purchaser/s, he/she/they shall have the right to sale, gift, mortgage transfer otherwise of the Schedule - B property or let-out or lease-out the Schedule - B property to whomsoever.

F. The Vendors have absolute, clear and marketable title with respect to the Schedule-A Land, the Vendors have requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the project;

G. The Vendors have lawful rights and requisite approvals from the competent authorities to carry out development of the Project;

H. There are no encumbrances upon the Schedule-A Land or the Project

I. All approvals, licenses and permits issued by the competent authorities with respect to the project, Schedule-A Land are valid and subsisting and have been obtained by following due process of law. Further, the Vendors has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the project, said Land, Building and Apartments and common areas;

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

K. The Vendors 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 Schedule-A Land, including the Project and the Schedule-B property which will, in any manner, affect the rights of Purchaser/s under this Agreement;

L. The Vendors confirms that the Vendors are not restricted in any manner whatsoever from selling the Schedule-B property to the Purchaser/s in the manner contemplated in this Agreement;

M. At the time of execution of the conveyance deed the Vendors shall handover lawful, vacant, peaceful, physical possession of the Schedule-B property to the Purchaser/s and the common areas to the Apartment Owners' Association or the competent authority, as the case may be;

N. The Vendors 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 till the occupancy / completion certificate has been issued and possession of the units/flats/parking/utility spaces, as the case may be, along with, common areas (equipped with all the specification, amenities and facilities) has been handed over to the Purchaser/s and the Apartment Owner's Association or the competent authority, as the case may be;

O. 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 Vendors in respect of the Scheduled-A land.

#### 9. COMPLIANCE WITH RESPECT TO THE UNIT :

On and from the date of handover of possession of the Schedule-B property, the Purchaser/s shall:

A. Co-operate in Management and Maintenance: co-operate in the management and maintenance of the Project by the Vendors / Apartment Owners' Association.

B. Observing Rules: observe the rules framed from time to time by the Vendors / Apartment Owners' Association for the beneficial common enjoyment of the Project and the Schedule-B property.

C. Paying Electricity Charges: pay for electricity and other utilities consumed in or relating to the Schedule-B property and Appurtenances and the Common Portions.

D. Meter and Cabling: be obliged to draw the electric lines/wires, television cables, broadband data cables and telephone cables to the Schedule-B property only through the ducts and pipes provided therefore, ensuring that no inconvenience is caused to the Vendors or to the other intending Purchaser/s. The main electric meter shall be installed only at the common meter space in the Project. The Purchaser/s shall under no circumstances be entitled to affix, draw or string wires, cables or pipes from, to or through any part or portion of the Project, the Schedule-B property and outside walls of the Project save in the manner indicated by the Vendors / Apartment Owners' Association.

E. Use: use the Schedule-B property for Commercial / Semi Commercial / Office purpose only. Under no circumstances shall the Purchaser/s use or allow the Schedule-B property to be used for residential or parking purpose. The Purchaser/s shall also not use the Schedule-B property as a religious establishment, guest house, serviced apartment, mess, chummary, hotel, restaurant, nursing home, club, school or other public gathering place unless the same is specifically identified for that purpose.

F. No Alteration: not alter, modify or in any manner change the (1) elevation and exterior colour scheme of the Project and (2) design and/or the colour scheme of the windows, grills and the main door of the Schedule-B property, without the permission in writing of the Vendors / Apartment Owners' Association. In the event the Purchaser/s make/s the said alterations/changes, the Purchaser/s shall compensate the Vendors / Apartment Owners' Association (as the case may be) as estimated by the Vendors / Apartment Owners' Association.

G. No Structural Alteration: not alter, modify or in any manner change the structure or any civil construction in the Schedule-B property and Appurtenances or the Common Portions of the Project.

H. No Sub-Division: not sub-divide the Schedule-B property and Appurtenances and the Common Portions, under any circumstances.

I. No Changing Name: not change/alter/modify the name of the Project i.e. "ONE LANDMARK" under any circumstances.

J. No Nuisance and Disturbance: not use the Schedule-B property or permit the same to be used in such manner or commit any act, which may in any manner cause nuisance or annoyance to other occupants of the Project and/or the neighboring properties and not make or permit to be made any disturbance or do or permit anything to be done that will interfere with the rights, comforts or convenience of other occupants.

K. No Storage in Common Portions: not store or cause to be stored and not place or cause to be placed any goods, articles or things in the Common Portions.

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L. No Obstruction to Vendors / Apartment Owners' Association: not obstruct the Vendors / Apartment Owners' Association in their acts relating to the Common Portions and not obstruct the Vendors in assigning and granting rights to any person on any part of the Project (excepting the Schedule-B property).

M. No Obstruction of Common Portions: not obstruct pathways and passages or use the same for any purpose other than for ingress to and egress from the Schedule-B property, if any.

N. No Violation of Rules: not violate any of the rules and/or regulations laid down by the Apartment Owners' Association for the use of the Common Portions.

O. Neat and Clean Area: not throw or accumulate or cause to be thrown or accumulate any dust, rubbish or other refuse in the Common Portions save at the places indicated therefore.

P. No injurious Activities: not carry on or cause to be carried on any obnoxious or injurious activity in or through the Schedule-B property or the Common Portions.

Q. No Storing Hazardous Articles: not keep or store any offensive, combustible, obnoxious, hazardous or dangerous articles in the Schedule-B property.

R. No Signage: not put up or affix any sign board, name plate or other things or other similar articles in the Common Portions or outside walls of the Project save at the place or places provided therefore provided that this shall not prevent the Purchaser/s from displaying a standardized name plate outside the main door of the Schedule-B property.

S. No Floor Damage: not keep any heavy articles or things, which are likely to damage the floors or operate any machine save usual home appliances.

T. No installing Generator: not install or keep or run any generator (except battery operated inverter) in the Schedule-B property.

U. No Use of Machinery: not install or operate any machinery or equipment except household appliances.

V. No Misuse of Water: not misuse or permit to be misused the water supply to the Project including the Schedule-B property.



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W. Damages to Common Portions: not damage the Common Portions in any manner and if such damage is caused by the Purchaser/s and/or family members, invitees or servants of the Purchaser/s, the Purchaser/s shall compensate for the same.

X. No Obstruction by Purchaser/s to Further Construction: The Vendors shall be entitled to construct on the vacant portion of Schedule-A Land. The Purchaser/s also admits and accepts that the Vendors and/or employees and/or agents and/or contractors of the Vendors shall be entitled to use and utilize the Common Portions for movement of building materials and for other purposes.

Y. Maintenance Charge : That the maintenance charge will be applicable from the date of execution / registration of sale deed or date of handover of possession or date of receipt of completion certificate, whichever is earlier, @ Rs.2.50 (Rupees Two and Fifty Paise) only per Sq.ft. of the Super Built up area of the Schedule-B unit along with applicable G.S.T thereon per month till the time an Apartment Owners' Association or an executive body or any other authority of the units is formed to take care of the common maintenance of the building.

## 10. EVENTS OF DEFAULTS AND CONSEQUENCES

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

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

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

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

(ii) The Allottee shall have the option of terminating the Agreement in which case the Developer shall be liable to refund the entire money paid by the Allottee after deducting the tax which was already paid to the government under any head whatsoever towards the purchase of the apartment within forty-five days of receiving the termination notice;

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

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

(i) In case the Allottee fails to make payments for \_\_ consecutive demands made by the Developer as per the Payment Plan annexed hereto, despite having been issued notice in the regard the allottee shall be liable to pay interest to the Developer on the unpaid amount at the rate specified in the Rules.

(ii) In case of Default by Allottee under the condition listed above continues for a period beyond \_\_ consecutive months after notice from the Developer in this regard, the Developer shall cancel the allotment of the Apartment in favour of the Allottee and refund the amount money paid to him by the allottee by deducting the booking amount and the interest liabilities and tax which was already paid to the government and this Agreement shall thereupon stand terminated.

#### 11. CONVEYANCE OF THE SAID SCHEDULE-B PROPERTY

The Vendors on receipt of total Price of the unit from the Purchaser/s and other amounts elsewhere herein mentioned, shall execute a conveyance deed and convey the title of the Apartment together with proportionate indivisible share in the common areas within six months from the date of issuance of the occupancy certificate or the completion certificate, as the case may be, to the Purchaser/s.

Provided that, in the absence of local law, the conveyance deed in favour of the Purchaser/s shall be carried out by the Vendors within six months from the date of issue of occupancy certificate / completion certificate. However, in case the Purchaser/s fails to deposit the stamp duty and/or registration charges within the period mention in the notice, the Purchaser/s authorized the Vendors to withhold registration of the conveyance deed in his/her favour till payment of stamp duty and registration charges to the Vendors is made by the Purchaser/s.

#### 12. MAINTENANCE OF THE UNIT

Maintenance Deposit cost to be paid per month per Sq. ft @ Rs.\_\_\_\_/- from the date of possession for \_\_ months out of which \_\_ months deposits amount is adjustable and another \_\_ months deposited amount shall remain as security money which shall be refunded by the Developer after hand over the project by the Developer to the Owners Association / Syndicate/ Maintenance committee after adjusting there from all dues if there would be any on account of such purposes which will bear no interest and will be adjusted to the credit of or refunded to the purchaser on the determination of agreement, if so by any reason whatsoever.

### 13. DEFECT LIABILITY

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

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

The Vendors or the Apartment Owner's Association shall have right of unrestricted access of all Common Areas, garages / covered parking and utility spaces for providing necessary maintenance services and the Purchaser/s agrees to permit the Apartment Owners Association and/or maintenance agency to enter into the unit 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.

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

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

### 15. USAGE

The basement(s) and service areas, if any, as located within the Project, shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, fire fighting pumps and equipments etc. and other permitted uses as per sanctioned plans. The Purchaser/s shall not be permitted to use the services areas and the basement(s) in any manner whatsoever, other than those earmarked as parking spaces and utility space and the same shall be reserved for use by the association of Purchaser/s formed by the Purchaser/s for rendering maintenance services.

It is expressly agreed by and between the Purchaser/s and the Vendors that the Purchaser/s shall have the right to use the common passage on the eastern side of the Schedule-A land together with the occupants of Batayan Apartment and that the Purchaser/s and/or the Apartment Owner's Association shall not change the character of the said common passage anytime in the future.

## 16. COMPLIANCE WITH RESPECT TO THE SCHEDULE-B PROPERTY

GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT : Subject to Clause 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the Apartment at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Apartment, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or changes or alter or make additions to the Apartment and keep the Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized. The Allottee further undertakes, assures and guarantees that he/she would not put any sign-board / name-plate, neon light, window grills, publicity material or advertisement material etc. on the face / faced 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 or the windows or carry out any change in the exterior elevation or design. Further 21

the Allottee shall not store and hazardous or combustible goods in the Apartment or place any heavy material in the common passages or staircase of the Building. The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Developer and thereafter the association of allottees and/or maintenance agency appointed by association of allottees. The Allottees shall be responsible for any loss or damages arising out of breach of any or the aforesaid conditions.

## 17. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES

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

## 18. ADDITIONAL CONSTRUCTIONS

The Developer undertakes that it has no right to make additions or to put-up additional structure(s) anywhere in the Project after the building plan has been approved by the competent authority(ies) except for any addition construction as may be permitted by the Competent Authority as provided and/or permitted under the Act.

## 19. VENDORS SHALL NOT MORTGAGE OR CREATE CHARGE

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

## 20. APARTMENT OWNERSHIP ACT

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

## 21. BINDING EFFECT

Forwarding this Agreement to the Purchaser/s by the Vendors does not create a binding obligation on the part of the Vendors or the Purchaser/s until, the Purchaser/s signs and delivers this Agreement with all the schedules and annexure along with the payments due as stipulated in the Payment Plan within thirty days from the date of receipt by the Purchaser/s. If the Purchaser/s fails to execute and deliver to the Vendors this Agreement within thirty days from the date of its receipt by the Purchaser/s, then the Vendors shall serve a notice to the Purchaser/s for rectifying the default, which if not rectified within thirty days from the date of its receipt by the Purchaser/s, application of the Purchaser/s shall be treated as cancelled and all sums deposited by the Purchaser/s in connection therewith, including the booking amount, shall be returned to the Purchaser/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 unit, as the case may be.

## 23. RIGHT TO AMEND

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

## 24. PROVISIONS OF THIS AGREEMENT APPLICABLE ON PURCHASER/S/ SUBSEQUENT PURCHASER/S

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

## 25. WAIVER NOT A LIMITATION TO ENFORCE

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

Failure on the part of the Parties to enforce at any time or for any period of time

the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

## 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 hereunder 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 hereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

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

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

## 28. FURTHER ASSURANCES

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

## 29. PLACE OF EXECUTION

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

## 30. NOTICES

Unless otherwise expressly mentioned herein all notices to be served hereunder by any of the parties on the other shall be deemed to have been served if served by hand or sent by Registered Post with acknowledgment due at the address of the other party mentioned hereinabove or hereafter notified in writing and irrespective of any change of address or return of the cover sent by Registered Post without the same being served. None of the parties shall raise any objection as to service of the notice deemed to have been served as aforesaid.

\_\_\_\_\_  
Name of Allottee  
\_\_\_\_\_  
(Allottee Address)  
M/s \_\_\_\_\_  
Developer Name  
\_\_\_\_\_  
(Developer Address)

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

### 31. JOINT PURCHASERS

That in case there are Joint Purchaser/s, all communications shall be sent by the Vendors to the Purchaser/s whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Purchaser/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 Act and the Rules and regulations made thereunder including other applicable 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 amicable by mutual discussion, failing which the same shall be settled through the Adjudicating Officer appointed under the Act.

## S C H E D U L E - A

All that piece or parcel of land measuring about 82.515 Kathas, forming part of R.S. Plot No.7202, recorded in R.S. Khatian No.1028, situated within Mouza - Siliguri, J.L. No.110(88), Pargana - Baikunthapur, P.O., P.S., Sub-Div. and A.D.S.R.O. - Siliguri, bearing Holding No. 7/860/82/97/63 in Ward No.27 of Siliguri Municipal Corporation, in the District of Darjeeling.

The said land is bound and butted as follows

:- By North : S.F. Road and Siliguri

Thana, By South : 22 Feet wide S.M.C.  
Road,

By East : Common Passage and Batayan

Apartment, By West : 25 Feet wide Sree Maa  
Sarani.

## SCHEDULE - B

All that Shop Room being No. \_\_\_\_ measuring \_\_\_\_\_.00 Sq.ft. (Carpet Area) [ \_\_\_\_\_.00 Sq.ft.(Super built-up area) ] at \_\_\_\_ (\_\_\_\_\_) Floor in Block - \_\_\_\_ of the building complex known as “ One Landmark ” together with undivided proportionate right in the Schedule-A land on which the said building stands, forming part of R.S. Plot No.7202, recorded in R.S. Khatian No.1028, situated within Mouza - Siliguri, J.L. No.110(88), Pargana - Baikunthapur, P.O., P.S., Sub-Div. and A.D.S.R.O. - Siliguri, located between the Road Zone - Electric Office & Fire Brigade Point to Siliguri Police Station, bearing Holding No. 7/860/82/97/63 in Ward No.27 of Siliguri Municipal Corporation, in the District of Darjeeling.

## SCHEDULE - C

Specification for construction, fittings, fixtures of the said Schedule-B unit.

1. Construction: Will be R.C.C. frame structure with 5" thick brick walls of AAC blocks/red bricks/fly ash bricks.  
Exterior : Durable outer finish- cement primer and paint.
2. Doors: Quality wooden/WPC/PVC frames and flushes/panel shutters.
3. Windows : Aluminum sliding window.
4. Walls and ceiling: ALL interior walls will be finished with lime punning & cement primer.
5. Flooring: Vitrified Tiles of suitable sizes. Non-skid tiles in Bathrooms.
6. Toilet:
  - a. Flooring- Non Skid Tiles.
  - b. Electricals: Concealed copper wiring with latest switches.
  - c. Wall Tiles: Upto Suitable height.
  - d. Sanitary ware: Quality Chrome plated fittings, White Porcelain ware.
7. Electric wiring and points: a. Concealed Copper wiring with latest switches.
8. Lifts: Two lifts of reputed make in the position as stated in the sanctioned plan.
9. Fire fighting arrangement as per recommendations received from the Fire Department.



## SCHEDULE – D

### ( COMMON EXPENSES )

1. All expenses for maintenance, operating, replacing, repairing, renovating, white washing, painting and repainting of the common portions and the common areas in the building including the outer walls of the building.
2. All expenses for running and operating all machinery, lift, equipments and installations, comprised in the common portions including water pumps, generator including the cost of repairing, renovating and replacing the same.
3. The salaries, bonus and other emoluments and benefits of and all other expenses on the persons employed or to be employed for the common purposes such as manager, caretaker, supervisor, accountant, security guard, sweepers, plumbers, electricians and other maintenance staffs.
4. All charges and deposits for supplies of common utilities to the co-owners in common.
5. Municipal tax, water tax, and other levies in respect of the premises and the building ( save those separately assessed in respect of any unit or on the Purchaser ).
6. Costs of formation and operation of the service organisation including the Office expenses incurred for maintaining the office thereof.
7. Electricity charges for the electrical energy consumed for the operation of the equipment and installations for the common services and lighting the common portions including system loss for providing electricity to each unit.
8. All litigation expenses incurred for the common purpose and relating to common use and enjoyment of the common portions.
9. All other expenses and/or outgoings as are incurred by the Vendors and/or the service organisation for the common purposes.

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SCHEDULE – E  
Payment Plan for shop  
unit in Commercial  
Block

( PAYMENT SCHEDULE OF THE BALANCE AMOUNT OF Rs. \_\_\_\_\_ .00 )

At the time of Foundation casting	10%
At the time of Basement 2 casting	15%
At the time of Basement 1 casting	10%
At the time of Ground Floor Roof Casting	13%
At the time of First Floor Roof Casting	8%
At the time of Second Floor Roof Casting	8%
At the time of Third Floor Roof Casting	8%
At the time of Fourth Floor Roof Casting	8%
At the time of completion of fitting of tiles, shutter and putty inside the unit	10%
At the time of Registration	10%

Payment Plan for Residential Block

(PAYMENT SCHEDULE OF THE BALANCE AMOUNT OF Rs. \_\_\_\_\_ .00 )

At the time of Foundation 10%

At the time of Ground Floor Roof Casting 7%

At the time of First Floor Roof Casting 7%

At the time of Second Floor Roof Casting 7%

At the time of Third Floor Roof Casting 7%

At the time of Fourth Floor Roof Casting 7%

At the time of Fifth Floor Roof Casting 7%

At the time of Sixth Floor Roof Casting 7%

At the time of Seventh Floor Roof Casting 7%

At the time of Eight Floor Roof Casting 7%

At the time of Ninth Floor Roof Casting 7%

At the time of Tenth Floor Roof Casting 7%

At the time of Eleventh Floor Roof Casting 7%

At at the time of Registration 6%

IN WITNESSES WHEREOF THE PARTIES HERETO HAVE PUT THEIR RESPECTIVE SIGNATURES ON THESE PRESENTS ON THE DAY MONTH AND YEAR FIRST ABOVE WRITTEN.

WITNESSES :

1.

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VENDORS

2.

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PURCHASER/S

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

Readover and explained to them by me.

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Rahul Kedia Advocate,  
Siliguri.  
Enr.No.F/1379/1449/20

MEMO OF ADVANCE RECEIPT

SIGNATURE

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