

AGREEMENT OF SALE

**THIS AGREEMENT IS MADE THIS THE _____ DAY OF _____, 2023
AT SILIGURI**

BETWEEN

- 1. SMT CHANDRAKALA DASSANI (PAN ADSPD9182D)**, wife of Sri Rup Chand Dassani, (AADHAAR No. 2646-5305-3882)
- 2. SRI RAJESH KUMAR DASSANI (PAN ACPPD3464N)**, son of Sri Surajmal Dassani, (AADHAAR No. 6963-0366-8756)
- 3. SRI CHIRAGH DASSANI (PAN AHYPD0255H)**, son of Sri Rup Chand Dassani, (AADHAAR No. 7945-0949-2745)

all are Hindu by Religion, Indians by Nationality, No.1 House-wife by Occupation, No.2 & 3 are Business by Occupations, Resident of Upper Bhanu Nagar, Ward No. 43, P.O Sevoke Road, P.S Bhaktinagar, Siliguri-734001, District Jalpaiguri - hereinafter called the "**LAND OWNERS/VENDOR**"(which expression shall unless excluded by or repugnant to the context be deemed to include their heirs, executors, successors, representatives, administrators and assigns) of the "**FIRST PART**".

AND

Mr _____ (**PAN** _____), son of _____, Hindu by faith, Business by Occupation, Indian by Nationality, resident of _____, P.O. & P.S. _____, District _____, West Bengal-(Hereinafter referred to as **ALLOTTEE/PURCHASER** which expression shall unless repugnant to the context or meaning thereof, be deemed to include every partner for the time being of the said firm, the survivor or survivors or the legal representatives, executors or administrators of the last survivor of the **SECOND PART**).

AND

M/s BALAJEE DEVELOPERS, a Partnership firm registered under Partnership Act, 1932 and having its registered office at 2nd floor, Metro Heights, P.O. Sevoke Road, P.S. Bhaktinagar, Siliguri-734001, District Jalpaiguri herein represented by one its partner **SRI SURESH KUMAR GUPTA (Aadhaar No. 2134-8880-2148)** son of Late Ram Niwas Gupta, resident of Shyam Vatika, Sevoke Road, Siliguri-734001, District Jalpaiguri (Hereinafter referred to as "**DEVELOPER/PROMOTER/THIRD PARTY**" which expression shall unless repugnant to the context or meaning thereof, be deemed to include every partner for the time being of the said firm, the survivor or survivors or the legal representatives, executors or administrators of the last survivor of the "**THIRD PART**".

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The Vendor, Purchaser(s) and Promoter shall hereinafter be collectively referred to as “Parties” and individually as a “Party”

WHEREAS abovenamed First Party No.1 had purchased land measuring 0.38 Acres from Sri Binode Kumar Sinha and another, by virtue of a Registered Deed of Sale, dated 25.08.1989, being Document No. I- 3985 for the year 1989 and the same was registered in the Office of the Additional District Sub-Registrar Jalpaiguri in the District of Jalpaiguri.

AND WHEREAS abovenamed First Party No.2 and 3 had jointly purchased land measuring 0.38 Acres from Sri Binode Kumar Sinha and another, by virtue of a Registered Deed of Sale, dated 25.08.1989, being Document No. I- 3986 for the year 1989 and the same was registered in the Office of the Additional District Sub-Registrar Jalpaiguri in the District of Jalpaiguri.

AND WHEREAS abovenamed First Party No.3 had also purchased land measuring 0.051 Acres from Smt Durga Lakshmi Pradhan, wife of Late Padam Prasad Pradhan, by virtue of a Registered Deed of Sale, dated 30.11.1990, being Document No. I- 4579 for the year 1990 and the same was registered in the Office of the Additional District Sub-Registrar Jalpaiguri in the District of Jalpaiguri.

AND WHEREAS in the manner aforesaid, the above named First Party became the sole, absolute and exclusive owner of land measuring 0.811 Acres and ever since then the First Party are in exclusive, khas and peaceful possession of the aforesaid land without any act of hindrance or obstruction from anybody having permanent heritable, transferable and marketable right, title and interest therein and free from all encumbrances whatsoever.

AND WHEREAS thereafter the aforesaid Landowners being desirous to developed their aforesaid land into Residential cum Commercial building complex has appointed to **BALAJEE DEVELOPERS**, a Partnership firm, as a Developer/Promoter for construction/development of an Elevated Ground + 5 Storied Residential cum Commercial Building on the aforesaid total plot of land measuring 0.811 Acres by virtue of Development Agreement, vide Deed No. 071104728 for the year 2020, recorded in Book No. I, Volume No. 0711-2020, Pages from 127337 to 127376 and registered in the office of the A.D.S.R. Bhaktinagar, Dist. Jalpaiguri.

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AND WHEREAS abovenamed **BALAJEE DEVELOPERS** is constructing the said residential building on the Schedule-A land, the plan prepared for which was approved by the appropriate authority, vide Plan No. _____, dt _____, sanctioned on _____ for a ground plus five storied residential cum commercial (mercantile retail) building.

AND WHEREAS : the above named third party have started construction of a Ground + 5 Storied Residential cum Commercial Building unto the homestead land as fully described in the **Schedule “A”** appended below consisting of garages, shops and service areas in ground floor and acquired the rights and interest to develop the Schedule-A land and to sell its allocation through registered Deed of Development/Construction.

AND WHEREAS : the second party has approached the third party to book for purchase of one residential flat in ownership measuring _____ sq.ft. (covered area/Built up Area) i.e. _____ sq.ft. (super built area) at a price of Rs. _____/- (Rupees _____ only) bearing **flat No.** _____ **in** _____ **floor**, together with open car parking space on sharing basis for Rs. _____/- at Ground Floor including proportionate area of common areas, passages, stair cases together with proportionate share of land, as fully described in the **Schedule “B”** appended below at or for a total price of Rs. _____/- (Rupees _____), inclusive of fire, transformer and DG backup, hereinafter referred as the said flat, free from all encumbrances and charges with the provision that if any extra works are done in the Flat by the Second Party on her own choice through third party then the amount of extra work as per market rate and decided by the engineer of third party shall be paid by the second party to the third party.

AND WHEREAS the Said Land is earmarked for the purpose of a construction of Residential cum Commercial building complex, Ground + 5 storied building in three blocks/towers and the said project shall be known as **“URBAN HEIGHTS”**.

AND WHEREAS : the third party being in need of urgent fund, has decided to sell the property more fully described in the Schedule –B hereunder and has agreed with the said proposal of second party.

AND WHEREAS : in order to avoid all future disputes and complications, the parties have thought it advisable and expedient to execute this agreement incorporating therein all terms and conditions as agreed to and settled by parties orally for sale of the said flat.

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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:

1.1. Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase, the [Apartment/Plot] as specified in para E.

1.2. The Total Price for the [Apartment/Plot] based on the Super Build Up area is Rs. _____/- (Rupees _____) only ("Total Price") For one Flat & Parking.

Explanation

i. The Total Price above includes the booking amount paid by the allottee to the Promoter towards the Apartment

ii. The Total Price above excludes Taxes i.e. to be borne by the buyer (consisting of tax paid or payable by the promoter by way of Goods and Services Tax (GST) and Cess any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter, by whatever name called) up to the date of handing over the possession of the apartment to the allottee and the project to the association of allottees or the competent authority, as the case may be, after obtaining the completion certificate; **Block No. "B" Flat No. "2E"** Type Residential Second Floor, Total Price Rs. _____/-(Rupees _____) only.

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

Provided further that the cost of the flat shall increase or decrease upon actual measurement of the FLAT area and applicable super buildup area.

The Price of the FLAT excludes the proportionate cost of the common generator to be installed. The cost of the common generator shall be borne by all the flat/shop Purchasers of the building in the ratio of their area of ownership and the purchase hereof shall pay his share of common generator before the registration of the flat.

iii. The Promoter shall periodically intimate in writing to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment demanded by the Promoter within the time and in the manner specified therein.

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iv. The Total Price of Apartment includes recovery of price of land, construction of not only the Apartment but also the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the common areas etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment and the Project.

1.3. 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 Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/ charges imposed by the competent authorities, the Promoter 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. Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of The project as per registration 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 Allottee

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

1.5. The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee by discounting such early payments @6 % 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 Promoter

1.6. It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described herein at **Schedule 'D'** (which shall be in conformity with the advertisement, prospectus etc., on the basis of which sale is effected) in respect of the apartment, plot or building, as the case may be, without the previous written consent of the Allottee as per the provisions of the Act. Provided that the Promoter 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.

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1.7. The Promoters shall conform to the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate/partial 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 Promoter. If there is reduction in the carpet area then the Promoter shall refund the excess money paid by Allottee within Sixty (60) days with annual interest at the rate prescribed 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, which is not more than three percent of the carpet area of the apartment, allotted to Allottee, the Promoter may demand that from the Allottee as per the next milestone of the Payment Plan as provided in **Schedule C**. All these monetary adjustments shall be made at the same rate per square meters as agreed in para 1.2 of this Agreement

1.8. Subject to para 9.3 the Promoter agrees and acknowledges, the Allottee shall have the right to the [Apartment/Plot] as mentioned below:

- i. The Allottee shall have exclusive ownership of the [Apartment/Plot];
- ii. The Allottee shall be entitled to 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. It is clarified that the promoter shall hand over the common areas to the association of allottees after duly obtaining the completion certificate from the competent authority as provided in the Act;
- iii. That the computation of the price of the Apartment includes recovery of price of land, construction of [not only the Apartment but also] the Common Areas, internal development charges, taxes, cost of providing electric wiring, lift, water line and plumbing, finishing with paints, marbles, tiles, doors, windows, fire detection and firefighting equipment in the common areas, maintenance charges as per para II etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment and the Project;
- iv. The Allottee has the right to visit the project site to assess the extent of development of the project and his apartment, as the case may be.

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1.9. It is made clear by the Promoter and the Allottee agrees that the Apartment along with garage/covered/ parking 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.

1.10. The Promoter agrees to pay all outgoings before transferring the physical possession of the apartment 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 project 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 apartment to the allottees, the Promoter 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 therefor by such authority or person.

1.11. The Allottee has paid a sum of Rs. _____/-(Rupees _____ Lakhs) only as 'Booking Amount' being part payment towards the Total Price of the Apartment at the time of application the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Apartment as prescribed in the Payment Plan [**Schedule C**] as may be demanded by the Promoter within the time and in the manner specified therein: Provided that if the allottee delays in payment towards any amount which is payable, she shall be liable to pay interest at the rate prescribed in the Rules.

2. **MODE OF PAYMENT:** Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the Payment Plan [**Schedule C**] through A/c Payee cheque/demand draft/bankers cheque or online payment (as applicable) in favour of "**BALAJEE DEVELOPERS**", payable at SILIGURI.

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3. COMPLIANCE OF LAWS RELATING TO REMITTANCES

3.1 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, 1934 and the Rules and Regulations made there under or any statutory amendments/modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/ transfer of immovable properties in India etc.

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

4. **ADJUSTMENT/APPROPRIATION OF PAYMENTS:** The Allottee authorizes the, Promoter to adjust appropriate all payments made by him/her under any head(s) of dues against lawful outstanding of the allottee against the Apartment, if any, in his/her name and the Allottee undertakes not to object/demand/direct the Promoter to adjust his/her/their payments in any manner whatsoever.

5. **TIME IS ESSENCE:** The Promoter shall abide by the time schedule for completing the project as disclosed at the time of registration of the project with the Authority and towards handing over the Apartment to the Allottee and the common areas to the association of allottees or the competent authority, as the case may be.

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6. CONSTRUCTION OF THE PROJECT/ APARTMENT: The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the Apartment and accepted the floor plan, payment plan and the specifications, amenities and facilities [annexed along with this Agreement] which has been approved by the competent authority, as represented by the Promoter. The Promoter 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 Promoter 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 [Please insert the relevant State 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 breach of this term by the Promoter shall constitute a material breach of the Agreement

7. POSSESSION OF THE APARTMENT:

7.1 Schedule for the possession of the said Apartment-The Promoter agrees and understands that timely delivery of possession of the Apartment to the allottee and the common areas to the association of allottees or the competent authority, as the case may be, is the essence of the Agreement. The Promoter assures to hand over possession of the Apartment along with ready and complete common areas with all specifications, amenities and facilities of the project in place within September 2023 unless there is delay or failure due to war, flood, short supply of materials, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project ("Force Majeure"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Apartment Provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the allotment within 45 days from that date. The promoter shall intimate the allottee about such termination at least thirty days prior to such termination. After refund of the money paid by the Allottee, the Allottee agrees that he/ she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

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7.2 Procedure for taking possession - The Promoter, upon obtaining the occupancy certificate from the competent authority shall offer in writing the possession of the Apartment, to the Allottee in terms of this Agreement to be taken within two months from the date of issue of occupancy certificate. [Provided that, in the absence of local law, the conveyance deed in favour of the allottee shall be carried out by the promoter within 3 months from the date of issue of occupancy certificate]. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee, after taking possession, agree(s) to pay the maintenance charges as determined by the Promoter/association of allottees, as the case may be after the issuance of the completion certificate for the project. The promoter shall hand over the occupancy certificate of the apartment/ plot, as the case may be, to the allottee at the time of conveyance of the same

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

7.4 Possession by the Allottee - After obtaining the occupancy certificate and handing over physical possession of the Apartment to the Allottees, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common areas, to the association of Allottee or the competent authority, as the case may be, as per the local laws; [Provided that, in the absence of any local law, the promoter shall handover the necessary documents and plans, including common areas, to the association of allottees or the competent authority, as the case may be, within sixty days after obtaining the completion certificate].

7.5 Cancellation by Allottee - The Allottee shall have the right to cancel/ withdraw his allotment in the Project as provided in the Act: Provided that where the allottee proposes to cancel/withdraw from the project without any fault of the promoter, the promoter herein is entitled to forfeit the booking amount paid for the allotment. The balance amount of money paid by the allottee shall be returned by the promoter to the allottee within 90 days of such cancellation.

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7.6 Compensation - The Promoter/Vendor shall compensate the Allottee in case of any loss caused to him 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 interest and compensation under this provision 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 promoter 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 para 7.1; 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 Promoter shall be liable, on demand to the allottees, in case the Allottee wishes to withdraw from the Project without prejudice to any other remedy available, to return the total amount received by him in respect of the Apartment, with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act within forty-five days of it becoming due; Provided that where if the Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee interest at the rate prescribed in the Rules for every month of delay, till the handing over of the possession of the Apartment which shall be paid by the promoter to the allottee within forty- five days of it becoming due.

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER/VENDOR:

The Promoter/Vendor hereby represents and warrants to the Allottee as follows:

- i. The Promoter/Vendor 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 Promoter 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 or Authority with respect to the said Land, Project or the Apartment
- v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Building and Apartment and common areas

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vi. The Promoter 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 Promoter/Vendor has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Land including the Project and the said Apartment which will, in any manner, affect the rights of Allottee under this Agreement;

viii. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment to the Allottee in the manner contemplated in this Agreement;

ix. At the time of execution of the conveyance deed the Promoter' shall handover lawful, vacant, peaceful, physical possession of the Apartment to the Allottee and the common areas to the association of allottees or the competent authority, as the case may be;

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 Promoter 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 till the completion certificate has been issued and possession of apartment, plot or building, as the case may be, along with common areas (equipped with all the specifications. amenities and. facilities) has been handed over to the allottee and the association of allottee or the competent authority, as the case may be;

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 Promoter in respect of the said Land and/or the Project.

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9. EVENTS OF DEFAULTS AND CONSEQUENCES:

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

i. Promoter fails to provide ready to move in possession of the Apartment to the Allottee within the time period specified in para 7.1 or fails to complete the project within the stipulated time disclosed at the time of registration of the project with the Authority. For the purpose of this para 'ready to move in possession' shall mean that the apartment shall be in a habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the parties, and for which occupation.

ii. certificate and completion certificate, as the case may be, has been issued by the competent authority;

iii. Discontinuance of the Promoter'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;

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

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

ii. The Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the apartment, along with interest at the rate prescribed in the Rules within forty-five days of receiving the termination notice; Provided that where an Allottee does not intend to withdraw from the project or terminate the Agreement, he shall be paid, by the promoter, interest at the rate prescribed in the Rules, for every month of delay till the handing over of the possession of the (Apartment/Plot), which shall be paid by the promoter to the allottee within forty-five days of it becoming due

9.3 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 Promoter 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 promoter on the unpaid amount at the rate prescribed in the Rules; ii. In case of Default by Allottee under the condition listed above continues for a period beyond consecutive 3 months after notice from the Promoter in this regard, the Promoter may cancel the allotment of the Apartment in favour of the Allottee and refund the money paid to him by the allottee by deducting the booking amount and the interest liabilities and this Agreement shall.

There upon stand terminated; Provided that the promoter shall intimate the allottee about such termination at least thirty days prior to such termination

10. CONVEYANCE OF THE SAID APARTMENT

The Promoter on receipt of Total Price of the Apartment as per para 12 under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the Apartment together with proportionate indivisible share in the Common Areas within 3 months from the date of issuance of the occupancy certificate and the completion certificate, as the case may be, to the allottee: [Provided that, in the absence of local law, the conveyance deed in favour of the allottee shall be carried out by the promoter within 3 months from the } date of issue of occupancy certificate]. However, in case the Allottee Fails to deposit the stamp duty and/or registration charges within the period mentioned in the notice, the Allottee authorizes the Promoter to withhold registration of the conveyance deed in his/her favour till payment of stamp duty and registration charges to the Promoter is made by the Allottee.

11. MAINTENANCE OF THE SAID BUILDING/ APARTMENT / PROJECT:

The Promoter 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 allottees upon the issuance of the completion certificate of the project. The cost of such maintenance has been included in the Total Price of the Apartment provided that the allottees shall pay their/his share of maintenance to the promoter as decided by him/it.

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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 Promoter as per the agreement for sale relating to such development is brought to the notice of the Promoter within a period of 5 (five) years by the Allottee from the date of handing over possession or receipt of the completion certificate whichever is earlier, it shall be the duty of the Promoter to rectify such defects without further charge, within 30 (thirty) days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottees shall be entitled to receive appropriate compensation in the manner as provided under the Act.

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

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

14. RIGHT TO ENTER THE APARTMENT FOR REPAIRS

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

15. USAGE:

Use of Basement and Service Areas: The basement(s) and service areas, if any, as located within the (project name), shall be earmarked for purposes such as parking spaces and services including but not limited to electric substation, 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.

Contd.

16. COMPLIANCE WITH RESPECT TO THE APARTMENT:

16.1 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 Plot], or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Apartment and keep the Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized

16.2 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 Allottee shall also not change the color scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the Apartment or place any heavy material in the common passages or staircase of the Building. The Allottee shall also not remove any wall including the outer and load bearing wall of the Apartment.

16.3 The Allottee shall plan and distribute its electrical load in conformity~ with the electrical systems installed by the Promoter and thereafter the association of Allottee and/or maintenance agency appointed by association of Allottee. 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 PARTIES

The Parties are entering into this Agreement for the allotment of a [Apartment / Plot] with the full knowledge of all laws, rules, regulations, notifications applicable to the project.

18. ADDITIONAL CONSTRUCTIONS:

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

Contd.

19. PROMOTER SHALL NOT MORTGAGE OR CREATE CHARGE:

After the Promoter 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 (OR THE RELEVANT STATE ACT):

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

21. BINDING EFFECT:

Forwarding this Agreement to the Allottee by the Promoter does not binding obligation on the part of the Promoter 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 (specify the address of the Sub-Registrar) as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

22. ENTIRE AGREEMENT:

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

Contd.

23. RIGHT TO AMEND:

This Agreement may only be amended through written consent of the Parties. **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 Apartment and the Project shall equally be applicable to and enforceable against and by any subsequent Allottee of the Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.

24. WAIVER NOT A LIMITATION TO ENFORCE

24.1. The Promoter 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 [Annexure C] 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 Promoter in the case of one Allottee shall not be construed to be a precedent and /or binding on the Promoter to exercise such discretion in the case of other Allottee.

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

25. SEVERABILITY:

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made 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

26. 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 [Apartments/Plots] in the Project.

Contd.

27. 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.

28. PLACE OF EXECUTION:

The execution of this Agreement shall be completed 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 Promoter and the Allottee, After the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Addl. Dist. Sub-Registrar at Bhaktinagar. Hence this Agreement shall be deemed to have been executed at Siliguri.

29. 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 by hand or sent by Registered Post with acknowledgement 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.

30. JOINT ALLOTTEES:

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

31. SAVINGS:

Any application letter, allotment Letter, agreement, or any other document signed by the allottee in respect of the apartment, plot or building, as the case may be, prior to the execution and registration of this Agreement for Sale for such apartment, plot or building, as the case may be, shall not be construed to limit the rights and interests of the allottee under the Agreement for Sale or under the Act or the rules or the regulations made thereunder

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 dispute 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 under the Arbitration and Conciliation Act. 1996.

SCHEDULE - "A"

(DESCRIPTION OF THE LAND OF FIRST PARTY)

All that piece or parcel of vacant homestead land measuring 0.811 Acres or 81.1 Decimal described herein below situated in Mouza Dabgram, recorded in LR Khatian Nos. 99, 100 & 101, J.L. No. 2, R.S Sheet No.8, corresponding to LR Sheet No. 22, within the limits of Ward No.43 of Siliguri Municipal Corporation Area, P.S. Bhaktinagar, in the District of Jalpaiguri.

LR Plot No.	RS PLOT No.	RS KHATIAN No.	AREA
96	305/860	580	10 Decimal
96	304	580	29 Decimal
96	304/857	576	22 Decimal
96	307	559	15 Decimal
96	287(P)	568	5.1 Decimal

			81.1 Decimal

The land measuring is bounded and butted as follows:-

North ... Land of Kabilal Barman and others
South ... 28'ft SMC Road (Shyam Mandir Road)
East ... Land of Bir Bahadur, Sri Akal Singh & others
West ... Land of Smt. Nilmoni Devi Choudhury & Kabilal Barman

Contd.

SCHEDULE - "B"

(FLAT & PARKING HEREBY AGREED TO SALE)

ALL THAT one residential flat (Tiles/Marble floor) measuring more or less about _____ Sq. Ft. or equal to _____ square meter and Total super Built up area _____ Sq. feet or equal to _____ square meter square meter at Second Floor, being flat No."2E", Block- "B, along with open Parking admeasuring _____ (One Two Zero) Sq. Ft. or equal to _____ square meter at Ground Floor of the building named "URBAN HEIGHTS" constructed on the land as described in Schedule- "A" herein above together with undivided and impartiable proportionate share in the land.

SCHEDULE-"C"

PAYMENT PLAN

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

Particulars	Rate	Amount (INR)
At the time of Agreement / Booking	20%	
At the time of Foundation	10%	
At the time of 1" Roof Casting	15%	
At the time of 3" Roof Casting	15%	
At the time of 4" Roof Casting	15%	
At the time of Brick Walls	10%	
At the time of Flooring & Tiles	10%	
On Registry/ Possession	5%	

"SCHEDULE-D"

SPECIFICATIONS OF WORK

Foundation	Earthquake resistant RCC frame super structure with infill brick/walls
Elevation	Skilled and quality craftsmanship to make
Doors/Windows	Standard Aluminum Section Sliding/Open able window, Wooden door frames, flush doors with standard fittings the

	complex a symbol of class.
Flooring	Marble/Granite/Tiles in Drawing, Dining and Bedroom. Tiles in toilet.
Fire Fight System	Equipped with efficient and effective firefighting system
Wall Finish	Interior- Wall putty, Exterior-Painted with good quality exterior paint
Kitchen	Tiles in floor, Granite/Marble counter top with stainless steel sink & tiles upto 2feet above counter
Toilet	CP fittings; Wash Basin & High quality ceramic tiles upto door height.
Elevator	Automatic elevator in each block
Electrical/ wiring	Concealed wiring with fire resistant ISI grade copper conductors having provision for adequate points &TV sockets 1n Drawing & Master bedroom. A.C points in master bedroom, protective M.C.B's & elegant modular switches of reputed brand.
Packages	Internal up gradation available on request at extra cost.

ADDITIONAL CHARGES

(ON REGISTRATION OR POSSESSION)

(WHICH EVER IS EARLIER):

- i) Advance Maintenance Charges @ Rs. ____/-
per sq.ft. of Super built up area - Rs.
- ii) Electricity Infrastructure : - Rs ____/- per sq.ft.
- iii) Documentation & Legal fee: - Rs. 10,000/-

- iv) Name Transfer Fee: - Rs. 15,000/-
v) CHEQUE BOUNCING CHARGES: - Rs. 1,000/-

IN WITNESS WHEREOF the Parties hereinabove named have set their respective hands and sign this Agreement to Sale at Siliguri in the presence of attesting witness, signing as such on the day first above written.

SIGNED AND DELIVERED BY THE WITHIN NAMED:

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Allottee: (including joint buyers)

(1) Signature

Name _____



SIGNED AND DELIVERED BY THE WITHIN NAMED

Promoter:

BALAJEE DEVELOPERS

Partner

Signature _____



Name "BALAJEE DEVELOPERS"

Address:- Metro Heights, P.O. Sevoke Road & P.S Bhaktinagar, Siliguri-734001, Dist. Jalpaiguri, in the State of West Bengal,

At _____ on _____ in the presence of:

WITNESS:

(1) Signature _____

Name _____

Address _____

(2) Signature _____

Name _____

Address _____

Drafted as per the instructions of the parties and
printed in my office, read over and explained
the contents to the parties by me.

Advocate, Siliguri