

AGREEMENT FOR SALE

This Agreement for Sale ("**Agreement**") executed on this _____ day of _____,
20 _____,

By and Between

SRI HRITTIK AGARWALA S/O LATE KAMAL KRISHNA AGARWALA (PAN NO – DCIPA6319H, AADHAR NO: 603900641230), Hindu by Religion, Indian by Citizenship, residing at N.S Road, Chanchal Bazar, P.O. & P.S Chanchal, Dist. Malda, Pin-732123 hereinafter called the "**LAND OWNER**" (which expression shall mean and include unless excluded by or repugnant to the context their partners, successors, representative, administrators, executors and assigns) of the "**FIRST PART**"

AND

NARAYANI ENTERPRISES (PAN: AAUFN2130Q), A Partnership Firm, registered under the Partnership Act, 1932, having it's Office at Shanti Warehousing Corporation, 3rd Mile Sevoke Road, Siliguri, Post Office – Salugara, P.S. – Bhaktinagar, District – Jalpaiguri, PIN – 734008, in the State of West Bengal, represented by one of its Partner, **SHRI AJAY AGARWAL (PAN : AGIPA6181A)**, son of Late Gangadhar Agarwal, residing at Shanti Ware House, Near Sona Motor, 3rd Mile, Siliguri, P.O. Siliguri, P.S. Bhaktinagar, District – Jalpaiguri, Pin-734008, West

Bengal, hereinafter referred to as the "**PROMOTER**" (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, including those of the respective partners); of the "**SECOND PART**"

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, _____, (Aadhar 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]

_____, a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at _____, (PAN _____), represented by its authorized partner, _____, (Aadhar 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. _____, (Aadhar no. _____) son / daughter of _____, aged about _____, residing at 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]

Mr. _____, (Aadhar 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).

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

That first party/owner shall has executed a General Power of Attorney/s in favour of the Developer being No. I-6632 dated 28.05.2024, registered in the office of A.D.S.R, Chanchal, Dist-Malda, authorizing the Developer to carry out all sort of Development works of the said premises and/or to construct the building according to sanctioned Plan including the Drawing of the Plan and to sign the said plan for and on behalf of the first parties/owners and also to obtain necessary sanction from the competent authority and also empowering the Developer **(Mr. Ajay Agarwal)** to enter into agreement with the intending purchaser/s, execute necessary sale deed and receive consideration against the sale of flat and garage/s etc. out of **Developers allocation** and the said General Power of Attorney shall remain in force until and unless the Project of Building as aforesaid is completed and different flats and garages etc. are disposed and/or transferred to and in favour of different purchaser/s, and/or person/s.

WHEREAS:

A (i) That Sri Hrittik Agarwal(land owner hereof) along with Mr. Alberuni son of Md Saful Ali became the absolute owner of land measuring 15 Decimal, (Sri Hrittik Agarwal became the owner of land measuring 12 Decimal and Mr. Alberuni became the owner of 3 Decimal land) appertaining to and forming part of R.S & L.R Plot No. 2196/2672, recorded L.R Khatian No. 8893, Under Mouza Singia, J. L. No. 68, Pargana Hatida, Police Station- Chanchal, Dist. Malda, by virtue of deed of Sale being no. **I-2189 dated 21/02/2022** registered in the office of the ADSR, Chanchal, Dist. Malda.

(ii) That Sri Hrittik Agarwal(land owner hereof) along with Mr. Alberuni son of Md Saful Ali also became the absolute owner of land measuring 50 Decimal, (Sri Hrittik Agarwal became the owner of land measuring 40 Decimal and Mr. Alberuni became the owner of 10 Decimal land) appertaining to and forming part of R.S & L.R Plot No. 2176/2674, 2194 & 2196/2673, recorded L.R Khatian No. 8893, Under Mouza Singia, J. L. No. 68, Pargana Hatida, Police Station- Chanchal, Dist. Malda, by virtue of deed of Sale being no. **I-2186 dated 01/02/2022** registered in the office of the ADSR, Chanchal, Dist. Malda.

(iii). Thereafter the said Sri Hrittik Agarwal gifted land measuring 24.20 Decimal, appertaining to and forming part of R.S & L.R Plot No. 2196/2672, 2176/2674 2196/2673 & 2194, recorded L.R Khatian No. 8893, Under Mouza Singia, J. L. No. 68, Pargana Hatida, Police Station-

Chanchal, Dist. Malda in favour of his brother Sri Riskik Agarwala S/o Late Kamal Krishna Agarwala vide various Deed of Gift being **No.I-2258 dated 02/02/2022, I-2259 dated 02/02/2022, I-2260 dated 02/02/2022, I-2262 dated 02/02/2022, I-2263 dated 02/02/2022 & I-2265 dated 02/02/2022**, all registered in the office of A.D.S.R Chanchal, Dist-Malda.

(iv) Thereafter the said Mr. Alberuni son of Md Saful Ali gifted land measuring 4.8 Decimal, appertaining to and forming part of R.S & L.R Plot No. 2196/2672, 2176/2674, 2194, recorded L.R Khatian No. 8893, Under Mouza Singia, J. L. No. 68, Pargana Hatida, Police Station- Chanchal, Dist. Malda in favour of his brother Md. Aktar Hossain S/o Saful Ali vide various Deed of Gift Being No. **I- 2261 dated 02/02/2022, I-2262 dated 02/02/2022 & I-2265 dated 02/02/2022**, all registered in the office of A.D.S.R Chanchal, Dist-Malda.

(v) Thereafter the said Sri Riskik Agarwala S/o Late Kamal Krishna Agarwala, Mr. Alberuni & Md. Aktar Hossain both sons of Md Saful Ali transferred their land measuring 10.80 Decimal, (land measuring 5.95 Decimal was transferred by Riskik Agarwala, land measuring 3.85 Decimal was transferred by Alberuni and land measuring 1 Decimal was transferred by Md. Aktar Hossain), appertaining to and forming part of R.S & L.R Plot No. 2196/2672 & 2196/2673, recorded L.R Khatian No. 12695,12704,12697 & 12705, Under Mouza Singia, J. L. No. 68, Pargana Hatida, Police Station- Chanchal, Dist. Malda to the District Magistrate vide **Deed of Gift being No. I-199 dated 04/01/2023**, registered in the office of D.S.R Malda, Dist-Malda.

(vi) That the said Sri Riskik Agarwala S/o Late Kamal Krishna Agarwala transferred his land measuring 4.38 Decimal, appertaining to and forming part of R.S & L.R Plot No. 2196/2672, recorded L.R Khatian No. 12696 & 12702, Under Mouza Singia, J. L. No. 68, Pargana Hatida, Police Station- Chanchal, Dist. Malda to the District Magistrate vide **Deed of Gift being No. I-6584 dated 24/05/2023** registered in the office of A.D.S.R Chanchal, Dist-Malda

(vii) That the said Sri Riskik Agarwala S/o Late Kamal Krishna Agarwala remained and being the owner of land measuring **13.65 Decimal**, appertaining to and forming part of R.S & L.R Plot No.2196/2672, 2196/2673, 2176/2674, & 2194, recorded in L.R Khatian No. 12705, 12703, 12718, 12695, 12702, Under Mouza Singia, J. L. No. 68, Pargana Hatida, Police Station- Chanchal, Dist. Malda and thus gifted his land measuring 13.87 Decimal to his brother **SRI HRITIK AGARWALA vide Deed of Gift being No. I-1687 dated 06/02/2024 & I-1596 dated 05/02/2024**, registered in the office of A.D.S.R Chanchal, Dist-Malda.

(viii) That the said Mr. Albirun remained the owner of land measuring 4.15 Decimal and MD. Akhtar Hossain being the owner of land measuring 4 decimal, appertaining to and forming part of R.S & L.R Plot No. 2196/2673, 2196/2672, 2176/2674 & 2194 recorded in L.R Khatian No. 12697, 12704, 12701 & 12717 Under Mouza Singia, J. L. No. 68, Pargana Hatida, Police

Station- Chanchal, Dist. Malda sold their land measuring **8.15 Decimal** to **SRI HRITIK AGARWALA vide Deed of Sale being No. I-3589 dated 14/03/2024 & I-3594 dated 14/03/2024**, registered in the office of A.D.S.R Chanchala Dist-Malda.

(ix) That the said Alak Ranjan Sarkar being the owner of land measuring 4 decimal, appertaining to and forming part of L.R Plot No. 2194, recorded in L.R Khatain No. 40, Under Mouza Singia, J. L. No. 68, Pargana Hatida, Police Station- Chanchal, Dist. Malda sold his land measuring **4 Decimal** to **SRI HRITIK AGARWALA vide Deed of Sale being No. I-4791 dated 16/04/2024**, registered in the office of A.D.S.R Chanchal, Dist-Malda.

(x) That the said Alak Ranjan Sarkar being the owner of land measuring 5 decimal, appertaining to and forming part of L.R Plot No. 2176/2674, recorded in L.R Khatain No. 40, Under Mouza Singia, J. L. No. 68, Pargana Hatida, Police Station- Chanchal, Dist. Malda sold their land measuring **5 Decimal** to **SRI HRITIK AGARWALA vide Deed of Sale being No. I-4699 dated 15/04/2024**, registered in the office of A.D.S.R Chanchal, Dist-Malda.

(xi) That the said Alak Ranjan Sarkar being the owner of land measuring 9 decimal, appertaining to and forming part of L.R Plot No. 2196/2672, recorded in L.R Khatain No. 40, Under Mouza Singia, J. L. No. 68, Pargana Hatida, Police Station- Chanchal, Dist. Malda sold their land measuring **9 Decimal** to **SRI HRITIK AGARWALA vide Deed of Sale being No. I-4637 dated 09/04/2024**, registered in the office of A.D.S.R Chanchal, Dist.-Malda.

(xii) That the said Alak Ranjan Sarkar being the owner of land measuring 32 decimal, appertaining to and forming part of L.R Plot No. 2196/2673, recorded in L.R Khatain No. 40, Under Mouza Singia, J. L. No. 68, Pargana Hatida, Police Station- Chanchal, Dist. Malda sold their land measuring **32 Decimal** to **SRI HRITIK AGARWALA vide Deed of Sale being No. I-4868 dated 18/04/2024**, registered in the office of A.D.S.R Chanchal, Dist-Malda.

(xiii) That the said Champak Ranjan Sarkar being the owner of land measuring 5 decimal, appertaining to and forming part of L.R Plot No. 2196/2672, recorded in L.R Khatain No. 692, Under Mouza Singia, J. L. No. 68, Pargana Hatida, Police Station- Chanchal, Dist. Malda sold their land measuring **5 Decimal** to **SRI HRITIK AGARWALA vide Deed of Sale being No. I-3800 dated 19/04/2024**, registered in the office of A.D.S.R Chanchal, Dist-Malda, free from all encumbrances and charges, lien, lispendens, trusts, barga, requisition and acquisition, claims and demands whatsoever or howsoever.

(xiv) That the said Sumi Sarkar and Subhra Sarkar being the owner of land measuring 5 decimal, appertaining to and forming part of L.R Plot No. 2196/2672, recorded in L.R Khatain No. 1554, Under Mouza Singia, J. L. No. 68, Pargana Hatida, Police Station- Chanchal, Dist. Malda sold his land measuring **5 Decimal** to **SRI HRITIK AGARWALA vide Deed of Sale being No. I- 5125 dated 24/04/2024**, registered in the office of A.D.S.R Chanchal, Dist-Malda.

B. By virtue of the aforesaid part recited Deeds of Sale the Owner/First Party herein is seized and possessed of and/or otherwise well and sufficiently entitled to in free simple possession of all that pieces and parcels of homestead **total land measuring about 109.82 Decimal** by way of separate sale deeds & Gift Deeds and duly **mutated their name at the concerned office of B.L. & L.R.O., Chanchal, and obtain a LR Khatian being No. 12694, 15010 & 40** under Mouza Singia, J. L. No. 68, Pargana Hatida, Police Station- Chanchal, Dist. Malda in the state of West Bengal morefully described in the First Schedule stated hereunder hereinafter referred to as the said Land.

C. The Promoter for construction of multi storied building on the said land prepared a Building Plan and got the same approved from the competent authority Vide **Plan No.** dated

D. The Said Land is earmarked for the purpose of a Multi storied Residential cum Commercial building and the said project shall be known as **NEXO**.

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

F. The Competent Authority has granted the commencement certificate to construct the Project vide approved plan, bearing Plan No. dated

G. The Promoter has obtained the final layout plan approvals for the Project from The Promoter agrees and undertakes that it shall not make any changes to these layout plans except in strict compliance with section 14 of the Act and other laws as applicable;

H. The Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at _____ no. ____; on _____ under registration.

I. The Allottee(s) had applied for an Shop in the Project and has been allotted the Shop No., having RERA carpet area measuringsquare feet, onFloor in Block No.of the Building along with....number of parking space measuring....Sq.ft at ground floor being Parking No..... ("Building") as mentioned in the Schedule 'B' Property, as permissible under the applicable law and of pro rata share in the common areas ("Common Areas") as defined under clause (n) of Section 2 of the Act (hereinafter referred to as the "Shop" more particularly described in B.

J. 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.

K. 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;

L. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottees hereby agrees to purchase the Schedule 'B' Property;

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

1. TERMS:

Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottee(s) and the Allottee(s) hereby agrees to purchase, the Shop & parking as specified in paragraph I;

The Total Price for the Shop and parking based on Carpet Area is Rs...../- (Rupees) ("Total Price") excluding GST.

Block No.	Rate of shop per square feet
Shop No. Type: Floor: Parking No.....	Rs. per square feet

That all the registration expenses, GST or any other taxes by the authority shall be paid by the Allottees separately.

Explanation:

1.1 The Total Price above includes the booking amount paid by the Allottee(s) to the Promoter towards the Shop & parking space:

1.2 The Total Price above excludes Taxes (consisting of Municipal tax and Khajna paid or payable by the Promoter in connection with the construction of the Project payable by the Promoter) up to the date of handing over the possession of the Shop & parking space :

Provided that in case there is any change/ modification in the taxes, the subsequent amount payable by the Allottee(s) to the Promoter shall be increased/reduced based on such changes/ modification;

1.3 The Promoter shall periodically intimate to the Allottee(s), the amount payable as stated in (1.1) above and the Allottee(s) shall make payment within 15 (Fifteen) days from the date of such written intimation. In addition, the Promoter shall provide to the Allottee(s) the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;

1.4 The Total price of Shop & parking space includes: 1) proportionate share in the Common Areas; and 2) Shop & parking space as provided in this Agreement.

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

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

1.5 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 therein in respect of the Shop, plot or building, as the case maybe, without the previous written consent of the Allottee(s). Provided that the Promoter may make such minor additions or alterations as may be required by the Allottee(s), or such minor changes or alterations as per the provisions of the Act.

The Promoter shall confirm the final carpet area that has been allotted to the Allottee(s) after the construction of the building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any in the carpet area. The Total Price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is reduction in the carpet area within the defined limit then the Promoter shall refund

the excess money paid by Allottee(s) within forty-five days with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by the Allottee(s). If there is any increase in the carpet area allotted to Allottee(s), the Promoter shall demand that from the Allottee(s) as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square feet as agreed in Para 1.2 of this agreement.

1.6 Subject to Clause 9.3 the Promoter agrees and acknowledges, the Allottee(s) shall have the right to the Shop & parking space as mentioned below:

- (i) The Allottee(s) shall have exclusive ownership of the Shop & parking space.
- (ii) The Allottee(s) shall have undivided proportionate share in the Common Areas. Since the share/interest of Allottee(s) in the Common Areas is undivided and cannot be divided or separated, the Allottee(s) shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. Further, the right of the Allottee(s) to use the Common Areas shall always be subject to the timely payment of maintenance charges and other charges as applicable. It is clarified that the Promoter shall convey undivided proportionate title in the common areas to the association of Allottee(s) as provided in the Act;
- (iii) That the computation of the price of the Shop & parking space includes recovery of price of land, construction of not only the Shop & parking space but also the common areas, internal development charges, external development charges, taxes, cost of providing electric wiring, fire detection and firefighting equipment in the common areas etc. and includes cost for providing all other facilities as provided within the Project.

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

It is understood by the Allottee that all other areas and i.e., areas and facilities falling outside the Project namely "**NEXO.**" shall not form a part of the declaration to be filed with the Competent Authority in accordance with the West Bengal Shops and Establishments Act, 1963 .

The Promoter agrees to pay all outgoing before transferring the physical possession of the Shop & parking space to the Allottee(s), which it has collected from the Allottee(s), for the payment of outgoing (including land cost, ground rent, municipal corporation or the 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 project). If the Promoter fails to pay all or any of the outgoings collected by it from the Allottee(s) or any liability, mortgage loan and interest thereon before transferring the Shop & parking space 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 therefore by such authority or person.

The Allottee(s) has paid a sum of Rs...../- (Rupees Only) as booking amount being part payment towards the Total Price of the Shop & parking space at the time of Application the receipt of which the Promoter (any one partner of M/s Narayani Enterprises) hereby acknowledges and the Allottee(s) hereby agrees to pay the remaining price of the Shop & parking space as prescribed in the Payment Plan as may be demanded by the Promoter within the time and manner specified therein

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

2. MODE OF PAYMENT

Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee shall make all payments, on demand by the Promoter, within the stipulated time as mentioned in the Payment Plan through A/c Payee cheque/demand draft or online payment (as applicable) in favour of _____ payable at _____.

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES

The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules and Regulations made thereunder or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the 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 statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in

the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

The Promoter accepts no responsibility in this regard. 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 Shop 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, if any, in his/her name as the Promoter may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

5. TIME IS ESSENCE

Time is of essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the Shop to the Allottee and the common areas to the association of the allottees after receiving the occupancy certificate* or the completion certificate or both, as the case may be. Similarly, the 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 Promoter as provided in Schedule C ("Payment Plan").

6. CONSTRUCTION OF THE PROJECT/SHOP

The Allottee has seen the specifications of the Shop and accepted the Payment Plan, floor plans, layout plans [annexed along with this Agreement] which has been approved by the

competent authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications. 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 appropriate authority 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 SHOP

7.1 Schedule for possession of the said Shop: The Promoter agrees and understands that timely delivery of possession of the Shop is the essence of the Agreement. The Promoter, based on the approved plans and specifications, assures to hand over possession of the Shop on, unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project ("Force Majeure"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Shop, 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. After refund of the money paid by the Allottee, 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.

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 Shop to the Allottee in terms of this Agreement to be taken within 3 (three months) from the date of issue of such notice and the Promoter shall give possession of the Shop to the Allottee. 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 agree(s) to pay the maintenance charges as determined by the Promoter/association of allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within **60 days** of receiving the occupancy certificate of the Project.

7.3 Failure of Allottee to take Possession of Shop: Upon receiving a written intimation

from the Promoter as per clause 7.2, the Allottee shall take possession of the Shop 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 Shop to the allottee. In case the Allottee fails to take possession within the time provided in clause 7.2, such Allottee shall continue to be liable to pay maintenance charges as applicable.

7.4 Possession by the Allottee – After obtaining the occupancy certificate and handing over physical possession of the Shop 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 the Allottees or the competent authority, as the case may be, as per the local laws.

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 45 days of such cancellation.

7.6 Compensation – The Promoter 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 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 promoter fails to complete or is unable to give possession of the Shop (i) in accordance with the terms of this Agreement, duly completed by the date specified herein; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the 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 Shop, with interest at the rate specified in the Rules within 45 days including compensation in the manner as provided under the Act. Provided that where if the Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee interest at the rate specified in the Rules for every month of delay, till the handing over of the possession of the Shop.

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

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

- i. The Promoter/Landowner 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;

[in case there are any encumbrances on the land provide details of such encumbrances including any rights, title, interest and name of party in or over such land]

- iv. There are no litigations pending before any Court of law with respect to the said Land, Project or the Shop;
- v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Shop 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, shop and common areas;
- 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 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 Shop 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 Shop 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 Shop to the Allottee and the common areas to the Association of the Allottees;

- x. The Schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Schedule Property;
- xi. The 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;
- 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;
- xiii. That the property is not Waqf property.

9. EVENTS OF DEFAULTS AND CONSEQUENCES

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 Shop to the Allottee within the time period specified. For the purpose of this clause, 'ready to move in possession' shall mean that the Shop shall be in a habitable condition which is complete in all respects;
- ii. 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 thereunder.

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 penal 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 Shop along with interest at the rate specified 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 specified in the Rules, for every month of delay till the handing over of the possession of the Shop.

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 3(three) 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 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 Promoter in this regard, the Promoter shall cancel the allotment of the Shop 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 this Agreement shall thereupon stand terminated.

10. CONVEYANCE OF THE SAID SHOP & PARKING

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

11. MAINTENANCE OF THE SAID BUILDING / SHOP / 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 the allottees. The cost of such maintenance has been included in the Total Price of the Shop.

That the Vendor/Land Owner shall provide Electric Transformer in the Complex and the Allottee(s) Purchaser shall obtain his individual Electric connection by depositing the required Security Deposit.

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, 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 Shop 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 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 SHOP FOR REPAIRS

The Promoter / maintenance agency / association of allottees shall have rights of unrestricted access of all Common Areas, garages/closed parking's and parking spaces for providing necessary maintenance services and the Allottee agrees to permit the association of allottees and/or maintenance agency to enter into the Shop 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

- a. **Use of Parking and Service Areas:** The Parking(s) and service areas, if any, as located within the building, 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 equipment's etc. and other permitted uses as per sanctioned plans. The Allottee(s) shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the association of Allottees for rendering maintenance services.

16. GENERAL COMPLIANCE WITH RESPECT TO THE SHOP:

Subject to Clause 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the Shop 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 Shop, 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 Shop and keep the Shop, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized. The Allottee further undertakes, assures and guarantees that he/she would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face / facade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottees shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the Shop 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 Shop. The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the association of allottees and/or maintenance agency appointed by association of allottees. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

17. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY ALLOTTEE

The Allottee is entering into this Agreement for the allotment of a Shop 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 Shop t, all the requirements, requisitions, demands and repairs which are required by any competent Authority in respect of the Shop at his/her own cost.

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 has been approved by the competent authority(ies) except for as provided in the Act.

19. LAND OWNER/ PROMOTER SHALL NOT MORTGAGE OR CREATE CHARGE

After the Promoter executes this Agreement he shall not mortgage or create a charge on the Shop / 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 Shop /Building].

20. SHOP AND ESTABLISHMENT ACT

The Promoter has assured the Allottees that the project in its entirety is in accordance with the provisions of the West Bengal Shops and Establishments Act, 1963 . The Promoter showing compliance of various laws/regulations as applicable in the State of West Bengal.

21. BINDING EFFECT

Forwarding this Agreement to the Allottee by the Promoter does not create a 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 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 Registrar/Sub-Registrar/ registrar of Assurance 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 Shop /building, as the case may be.

23. RIGHT TO AMEND

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

24. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE SUBSEQUENT ALLOTTEES

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

25. WAIVER NOT A LIMITATION TO ENFORCE

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

26. SEVERABILITY

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

shall remain valid and enforceable as applicable at the time of execution of this Agreement.

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

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

28. FURTHER ASSURANCES

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

29. PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, in _____ 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 Sub-Registrar. Hence this Agreement shall be deemed to have been executed at _____

30. NOTICES

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

M/S NARAYANI ENTERPRISES	NAME OF ALLOTTEE
---------------------------------	-------------------------

Address :-	Address :- .
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It shall be the duty of the Allottee(s) and the Promoter 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 Promoter or the Allottee(s), as the case maybe

31. 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.

32. GOVERNING LAW

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

33. DISPUTE RESOLUTION

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled through the Adjudicating Officer appointed under the Act.

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

SCHEDULE 'A'**DESCRIPTION OF THE LAND ON WHICH BUILDING STANDS**

ALL THAT piece and parcel of vacant land measuring **109.82 DECIMAL**,

LR KHATIAN	RS & LR PLOT	AREA
12694	2194	08 DECIMAL
12694	2196/2672	19.50 DECIMAL
15010	2196/2672	07 DECIMAL
12694	2196/2673	65.30 DECIMAL
12694	2176/2674	05 DECIMAL
40	2176/2674	05 DECIMAL

within Mouza- Singia, J. L. No. 68, Pargana Hatida, Police Station- Chanchal, Gram Panchyat Area, Dist. Malda, West Bengal.

as stated hereunder and butted and bounded as follows :

- ON THE NORTH : Kundu Complex, house of Surjit Roy & Tarit Debnath Achinto & Balram Das.
ON THE SOUTH : Land of Nishant Agarwal, Bikash Das & Mukal Das.
ON THE EAST : Land of Sumen Das & Bachu Das.
ON THE WEST : 30 FT PWD Metal Road.

SCHEDULE - 'B'**DESCRIPTION OF THE SHOP**

All that one Commercial Shop Premises measuring Carpet Area (..... sq.ft including Super build up area) at the Floor, being Shop No. along with.... number of parking space measuring.... Sq.ft at ground floor being Parking No.....of the multi-storied Residential Cum Commercial building known as "**NEXO.**" situated at Road and undivided proportionate share of interest in the Schedule-A land on which the said building stands, inclusive of the right of undivided proportionate interest in the common area and facilities of the building.

SCHEDULE 'C'

PAYMENT PLAN BY THE ALLOTTEE(S)

Sl No.	Particulars	Time Period	Installment Breakup
1.	Booking Amount		25 % of Total Consideration
2.	1 st Installment	Within one year from the date of execution of this agreement .	25 % of Total consideration
3.	2 nd Installment	Within one year from the date of payment of 1 st Installment.	25 % of Total consideration
4.	3 rd Installment	At the time of possession.	25 % of Total consideration and other charges.

That the **Promoter** shall handover the possession of the Schedule-B property after receiving full and final payment as well as registration of the Schedule-B property.

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

SCHEDULE- 'D' - SPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF THE SHOP)

1	Structure	Superstructure: Earthquake Resistant RCC Framed PILE Foundation Structure.
2	Wall Construction	External Walls: Brick/ Block Work; Internal Partitions: Brick/ Block Work.

3	Shops	Flooring & Skirting :Superior Quality Matte Finish Vitrified Tiles; Walls & Ceiling: Wall Putty
4	Corridors	Flooring & Skirting :Marble / Kota Stone / Tiles as per design; Walls: Wall Putty, OBD Paint
5	Rolling Shutter	MS Rolling Shutter with Lock Provision and Primer.
6	External Finishes	Weatherproof external paint
7	Electrical	Main Line upto individual Distribution Box

IN WITNESS WHEREOF BOTH THE PARTIES IN GOOD HEALTH AND CONSCIOUS MIND HAVE PUT THEIR SIGNATURE ON THIS AGREEMENT OF SALE ON THE DAY, MONTH AND YEAR FIRST ABOVE WRITTEN.

WITNESSES :-

1.

LAND OWNER

PURCHASER

PROMOTER

Drafted and explained by me to

parties & printed in my office :

(AJAY KUMAR MITRUKA)

Advocate, Siliguri.

Enrol No. WB/797/2006