

DRAFT COPY

**AGREEMENT FOR SALE**

THIS INDENTURE MADE THIS THE ..... DAY OF  
....., 2019

**BETWEEN**

**1. NAME OF PARTY TO THIS INDENTURE**

**1.1A .** (PAN : -

) S/o

**1.1B** (PAN : -

) S/o

Both are \_\_\_\_\_ by religion, Indian by Nationality, \_\_\_\_\_ by occupation, resident of \_\_\_\_\_, P.O. \_\_\_\_\_, P.S. \_\_\_\_\_ in the District of --- hereinafter jointly and Collectively called **PURCHASERS/ FIRST PARTY/ BUYER** (which expression shall mean and include unless excluded by or repugnant to the context his/her/their heirs, executors, successors, administrators, representatives and assigns) of the **FIRST PART.**

**AND**

**1.2 GREEN HILL INDUSTRIES PRIVATE LIMITED**, a Private Limited Company, incorporated under the Companies Act, 1956, being Certificate of Incorporation No. 21-85877 of dated 28/11/1997, a company incorporated under having CIN **U20299WB1997PTC085877**, having its registered office at 4A, Pollock Street, 1st Floor, Room No.101D, Swaika Centre, P.O. – GPO, P.S. – Hare Street, Kolkata, West Bengal – 700001, represented one of its Director Sri Harikishan Agarwal, Son of Late Balu Ram Agarwal - hereinafter called the **"VENDOR"** (Which expression shall mean and include unless excluded by or repugnant to the context its heirs, executors, successors, legal representative, administrators and assigns) of the **SECOND PART.**

**AND**

**1.3 “SHIVSHAKTI LIFESPACE”** (PAN: ADIFS5396J), a partnership firm, having its office at 4A, Pollock Street, 1st Floor, Room No.101D, P.O. – GPO, P.S. – Hare Street, Kolkata, West Bengal – 700001, India, represented by its partner **Sri Manish Kumar Agarwal** (PAN: AEFPA5395F) S/o Sri Durga Prasad Agarwal, Hindu by Religion, Business by Occupation, Indian by Nationality, residing at 427, Khalpara, Nehru Road, Siliguri Bazar, Siliguri, West Bengal- 734005, INDIA hereinafter called the "**DEVELOPER**" (which expression shall mean and include unless excluded by or repugnant to the context its Partners, executors, successors, administrators, legal representatives and assigns as the case may be) of the OTHER PART.

**1.4** The Vendor above named are represented by and through their lawful Constituted Attorney M/S Shivshakti Lifespace, a Partnership Firm having its principal office at 4A Pollock Street, 1<sup>st</sup> Floor, Room No. 101D, Swaika Centre, Kolkata – 700001, and having its site office at Mahismari, Patharghata Near Sunrise Eng, Medium School, P.O. Champasari, P.S. Matigara, Pin No. 734003, and District Darjeeling, represented by one of its Partner namely Sri Manish Kumar Agarwal, Son of Sri Durga Prasad Agarwal, by virtue of a registered General Power of Attorney, registered in the office of the Additional District Sub-Registered Siliguri II at Bagdogra, recorded in Book No. Book No. IV, Volume No. 0403-2019, Pages 10386 to 10405, being Document No. 040300671 for the year 2019

## **2. DEVOLUTION OF TITLE / OWNERSHIP / POSSESSION**

**2.1** WHEREAS Sri Bhabani Sankar Adhikari, and Sri Hari Prasad Adhikari, both are Son of Sri Rudra Lal Adhikari, were the absolute owner of land measuring 3.95 Acre, Situated within Mouza Mahismari & Kamar, Pargana Patharghata, under Gram Panchayat Area, P.S. Matigara, Dist. Darjeeling, by virtue of a registered Deed of Gift being document No. I-1082 for the year 1967, recoded in Book No. I, CD Volume No. 16, Pages from 19 to 21, registered at Sub-Registrar Siliguri.

**2.2** Being owner in such possession the abovesaid Sri Bhabani Sankar Adhikari, and Sri Hari Prasad Adhikari sold and transferred land measuring 4.66 acre, recorded in L.R. Khatian No. 69 & 113, in R.S. Plot

No. 132, 133 & 134, Corresponding to L.R. Plot No. 207, 208 & 209, Situated within Mouza Mahismari, J.L. No. 47, Pargana Patharghata, under Gram Panchayat Area, P.S. Matigara, Dist. Darjeeling, to and in favour of Sri Avisek Sharma, Son of C.R. Sharma, by virtue of a registered Deed of Sale being No. I-1629 for the year 1993, recoded in Book No. I, CD Volume No. 22, Pages from 393 to 400, registered at Additional District Sub-Registrar Siliguri.

2.3 And the abovesaid (1) Sri Bhabani Sankar Adhikari, (2) Sri Hari Prasad Adhikari, (3) Sri Purna Kumar Adhikary, all are Son of Sri Rudra Lal Adhikari, (4) Sri Avisek Sharma, Son of C.R. Sharma @ G.R. Sharma, sold and transferred land measuring 10.89 acre, recorded in L.R. Khatian No. 44, 65 & 107, in L.R. Plot No. 207, 208, 209, 210, 214, 215, 227 & 246, Situated within Mouza Mahismari, J.L. No. 47, Pargana Patharghata, under Gram Panchayat Area, P.S. Matigara, Dist. Darjeeling, to and in favour of present vendor GREEN HILL INDUSTRIES PRIVATE LIMITED represented one its Director Sri Manoj Kumar Agarwal, Son of Sri Harikishan Agarwal, by virtue of one registered Deed of Sale being No. I-2369 for the year 2006, recoded in Book No. I, CD Volume No. 60, Pages from 43 to 52, registered at Additional District Sub-Registrar Siliguri II at Bagdogra.

2.4 AND whereas now the present vendor namely GREEN HILL INDUSTRIES PRIVATE LIMITED has mutated the land in its name at Block Land and Land Reforms Matigara, Dist. Darjeeling and one separate L.R. Khatian has been open in its favour, vide L.R. Khatian No. 749, in L.R. Plot No. 207 (area measuring 3.60 acre) and Plot No. 208 (area measuring 2.06 acre) Situated within Mouza Mahismari, J.L. No. 47, Pargana Patharghata, under Gram Panchayat Area, P.S. Matigara, Dist. Darjeeling. The abovenamed GREEN HILL INDUSTRIES PRIVATE LIMITED also converted their land measuring 4.31 Acre, recorded in Khatian No. 9, Corresponding to New L.R. Khatian No. 749, in R.S. Plot No. 132, 133 & 134, Corresponding to L.R. Plot No. 207, 208 & 215, Situated within Mouza Mahismari, J.L. No. 47, Pargana Patharghata, under Gram Panchayat Area, P.S. Matigara, Dist. Darjeeling vide Memo 143/DLLRO/DJ/17 dated 31-05-2017 of the D.L. & L.R.O, Darjeeling.

2.5 AND whereas now the vendor GREEN HILL INDUSTRIES PRIVATE LIMITED desirous to construct Multi Storied Building over their land measuring 92 Katha 7 Chatak 2 Sq. Ft. and therefore entered into a Development Agreement being No. I-6389, for the year of 2017, recorded in Book No. I, CD Volume No. 403, Pages from 133214 to 133233, registered at the office of the Additional District Sub-Registrar Bagdogra, with the present

developer M/S SHIVSHAKTI LIFESPACE, a Partnership Firm having its principal office at 4A Pollock Street, 1<sup>st</sup> Floor, Room No. 101D, Swaika Centre, Kolkata – 700001, and having its site office at Mahismari, Patharghata Near Sunrise Eng, Medium School, P.O. Champasari, P.S. Matigara, Pin No. 734003, and District Darjeeling, represented by its Partners namely (1) Sri Manish Kumar Agarwal, Son of Sri Durga Prasad Agarwal, (2) Sri Manoj Kumar Agarwal, Son of Sri Hari Kishan Agarwal, which is supported by a Deed of Declaration registered at the office of Additional District Sub-Registrar, Siliguri-II at Bagdogra, recorded in Book No. I, Volume No. 0403-2018, Pages 29877 to 29893, Being Document No. 040301462 for the year 2018 and also executed one General Power of Attorney registered in the office of the Additional District Sub-Registrar Siliguri-II at Bagdogra, recoded in Book No. IV, CD Volume No. 403, Pages from 915 to 928, being No. 59 for the year 2018, which was subsequently revoked due to some error and some cogent reasons by execution a Deed of Revocation of Power of Attorney registered at the office of Additional District Sub-Registrar, Siliguri-II at Bagdogra, recorded in Book No. Book No IV, Volume No. 0403-2019, Pages 10419 to 10433, being Document No. 040300669 for the year 2019 thereafter Vendor hereof executed a Fresh Power of Attorney which is registered at the office of Additional District Sub-Registrar, Siliguri-II at Bagdogra, recorded in Book No. Book No. IV, Volume No. 0403-2019, Pages 10386 to 10405, being Document No. 040300671 for the year 2019.

2.6 Being the owner in possession GREEN HILL INDUSTRIES PRIVATE LIMITED and the developer M/S SHIVSHAKTI LIFESPACE constructed Multistoried building as per Sanction G + Three Storied Building Plan vide No. 113/Champ/MPS/Planning, dated 30/10/2017 and G + Five Storied Building Plan vide No. 98/Champ/MPS/Planning dated 31/12/2018 duly sanction by Matigara Panchayat Samity.

2.7 Therefore the present vendor GREEN HILL INDUSTRIES PRIVATE LIMITED executed one Deed of Declaration for correction of Land area being Declaration No. I-1462 for the year 2018, recoded in Book No. I, Volume No. 403, Pages from 29877 to 29893, registered in the office of the Additional District Sub-Registrar Siliguri II at Bagdogra, in favour of M/S SHIVSHAKTI LIFESPACE, a Partnership Firm represented by one of its Partner namely Sri Manish Kumar Agarwal, Son of Sri Durga Prasad Agarwal.

2.8 AND WHEREAS the Developer formulated a scheme to enable a person/Party intending to have own unit/premises/parking space in the said building along with the undivided proportionate share and interest in the land on which the said building stands. The proportionate share or interest in the land is to be determined according to the constructed area comprising the unit or premises proportionate to the total constructed area on the said land.

**2.9 AND WHEREAS** the Developer is in process of construction of the said building, divided into several independent units/premises along with the common facilities, particularly described in the Schedule-'E', given herein under.

### **3. PREFACE DECLARATION BY THE PURCHASER**

3.1 That on or before execution of this Agreement the Purchaser-

- a. have fully satisfied himself/herself/itself as to the title of the Owner and the right of the Developer/Landowner in respect of the said land.
- b. have inspected the plan sanctioned by the authorities concerned in respect of the building complex and the said Unit being constructed by the DEVELOPER/Land Owner and agrees not to raise any objection with regard thereto.
- c. have satisfied themselves about the project layout and the future sanctions to be obtained and the future constructions to be made by the DEVELOPER/Land Owner on the said land (if any).
- d. have verified the location and site of the said Unit including the egress and ingress thereof and also the area and measurement of the Unit as stated in this Agreement and agrees not to dispute the same.
- e. have acknowledged that the right of the Purchasers shall remain restricted to the said Unit and common portions only.
- f. have acknowledged that the DEVELOPER shall be entitled to change and/or alter and/or modify the said Plan including change of use of any part or portion of the building complex being constructed erected and completed on the said land and**

**the Purchasers shall have no objection thereto. The purchaser on signing this agreement has deemed to have given the NOC to the developer for the said modification.**

- g. Have acknowledged that the developer shall be entitled to extend the project in contiguous land in future by modifying the said plan and the purchaser shall have no objection thereto. The purchaser on signing this agreement has deemed to have given the NOC to the developer for such extension.**
- h. have satisfied themselves as to the Carpet area/ build area / plinth area and the super built up area in relation thereto to comprise in the said Unit and also the common parts/portions which would be common for all the residents /occupants of the various units comprised in the said building complex and has agreed not to challenge or dispute the same in any manner whatsoever or however.
- i. Are well aware that the Promoter has applied for the registration of the Project under the provisions of the Act with the West Bengal Housing Industry Regulatory Authority on \_\_\_\_\_ and understands that they shall be informed by the promoter about the receipt of the registration as when the same is obtained.

**NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREEDBY AND BETWEEN THE PARTIES HERETO AS FOLLOWS**

1. DEFINITIONS : Unless in this Agreement there be something contrary or repugnant to the subject or context, the following words shall have the following meanings :-  
For the purpose of this Agreement for Sale, unless the context otherwise requires,-

(a) "Act" means the West Bengal Housing Industry Regulation Act, 2017 (West Ben. Act XLI of 2017);

(b) "Rules" means the West Bengal Housing Industry Regulation Rules 2018 made under the West Bengal Housing

Industry Regulation Act. 2017:

(c) **“Regulations”** means the Regulations made under the West Bengal Housing Industry Regulation Act, 2017;

(d) **“section”** means a section of the Act.

(i) **ADVOCATES** ; shall mean firm/individual/advocate or solicitor so appointed by the DEVELOPER, inter alia, for preparation of this agreement and conveyance for transfer of the said Unit from time to time.

(ii) **ARCHITECTS:** shall mean \_\_\_\_\_, the Architects appointed by the DEVELOPER or such other Architect as the DEVELOPER may appoint from time to time for the building complex.

(iii) **TWO WHEELERS PARKING SPACE:** shall mean the space in the Parking area expressed or intended or reserved by the DEVELOPER for parking of Two Wheelers vehicles only.

iv) **COMMERCIAL AREA COMMON PARTS** : shall mean common areas of the Commercial Portion which may include meter rooms, main gates, security rooms, electrical rooms, darwan/s paths and passages, common passage, drive ways, entrance gates, administrative and caretaker's room, toilet meant for common area, water connection in the commercial portion and common equipment in respect of common portions like lift or lift installations, generator and installations, drains, pipes, specifically for the purpose of common user of Commercial Co-Owners and/or Co-Occupiers.

(v) **COMPLEX PROJECT/ ENTIRE LAND** : shall mean the entirety of the area comprising ALL THAT the piece and parcel of land containing an area of 92 Katha 7 Chhatak 2 Sq. Ft., recorded in L.R. Khatian No. 749, in L.R. Plot No. 207 & 208, Situated within Mouza Mahismari, J.L. No. 47, Pargana Patharghata, under Gram Panchayat Area, P.S. Matigara, Dist. Darjeeling in the state of West Bengal morefully and particularly described in the FIRST SCHEDULE hereunder.



(vi) **CO-OWNERS:** according to the context shall mean all the buyers and/or Purchasers and the joint holder, who for the time being have either completed the purchase of any Unit or have agreed to purchase any Unit and have taken possession of such Unit for all unsold Units, possession whereof not having been parted with by the OWNER and the DEVELOPER, shall mean the OWNER and DEVELOPER in their respective proportion.

(vii) **COMMON AREAS ;** shall mean the common areas mentioned as specified in the Fifth schedule hereunder written for common use and enjoyment of the Co- Owners which include the driveway and paths to which the Purchasers hereby consent.

(viii) **COMMON EXPENSES:** shall mean and include all expenses for the maintenance, management, upkeep and administration of the Common Areas and Service Installations and for rendition of services in common to the Co-Owners and all other expenses for the common purposes to be contributed, borne, paid and shared on actual by the Co-Owners including those mentioned in the Fourth SCHEDULE hereunder written.

(ix) **COMMON PURPOSES :** shall mean and include the purpose of managing, maintaining and up keeping the Common Areas and Service Installations, rendition of common services in common to the Co-Owners, collection and disbursement of the Common Expenses and administering and dealing with the matter of the common interest of the Co-Owners and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective units exclusively and the Common Areas and Service Installations in common.

(x) **COMMON SPACE:** shall mean all spaces open to sky at the ground floor level of the building including driveways, paths, passages, side spaces.

(xi) **COMPLETION NOTICE:** shall mean the notice contemplated in as per the act.

(xii) **DATE OF COMMENCEMENT OF LIABILITY:** shall mean the date on which the Purchasers take actual physical possession of the Unit after fulfilling all their liabilities and obligations in terms of Clauses explained herein this indenture hereinafter or the date next after expiry of

the Completion Notice irrespective of whether Purchasers take actual physical possession or not, whichever is earlier.

(xiii) **MAINTENANCE BODY:** shall mean and include the OWNER/DEVELOPER or its Agency so long as the OWNER/DEVELOPER does not hand over the management of the new building complex to the ASSOCIATION OF FLAT OWNERS to be formed in accordance with Law by the Flat owners.

(xiv) **“MANAKAMNA 24”** shall mean the building block structure to be built on portion of the land measuring about \_\_\_\_ kathas out of the entire Land comprising of 4 independent building towers known as a) DAWN, b)DUSK, c)TWILIGHT & d)SUNSHINE morefully described in THE SECOND SCHEDULE Written hereunder.

(xv) **PLAN :** shall mean the sanctioned plan having NoG + Three Storied Building Plan vide No. 113/Champ/MPS/Planning, dated 30/10/2017 and G + Five Storied Building Plan vide No. 98/Champ/MPS/Planning dated 31/12/2018 duly sanction by Matigara Panchayat Samity, for construction of a multistoried, multi-use and residential building complex comprising of 4 independent building towers upon the land comprising in \_\_\_\_\_ Together with all modifications and/or alterations thereto from time to time made or to be made by DEVELOPER as per the project layout or under advice or on the recommendation of the Architect or as per the directive of any statutory authority or otherwise in the interest of the Project.

(xvi) The expression **PURCHASERS** shall be deemed to mean and include :-

- (a) In case the Purchasers be an individual or a group of persons, then their respective heirs legal representatives executors and administrators;
- (b) In case the Purchasers be a Hindu Undivided family, then its coparceners or members for the time being and their respective heirs legal representatives executors and administrators ;
- (c) In case the Purchasers be a partnership firm, then its partners for the time being and thereafter their respective heirs legal,

representatives, executors, administrators and/or any additional/changed in the partners;

(d) In case the Purchasers be a company, then its successors or successors-in-interest ;

(xvii) Proportionate Land Share: mean indivisible share in the land underneath the Tower in which the Unit agreed to be purchased hereunder by the Purchasers and attributable to the said Unit.

(xviii) SAID UNIT : shall mean the Unit No. .... measuring Carpet Area: \_\_\_\_\_ (as per RERA) (excluding balcony), Built up Area: \_\_\_\_\_ & Super Built-up Area \_\_\_\_\_ on the ..... floor, marked “ \_\_\_\_\_ ” floor of the Tower named ..... of the new Building complex being constructed on a portion of the said land more fully and particularly mentioned and described in the Part-I of the First Schedule hereunder written with fittings and fixtures to be provided therein by OWNER/DEVELOPER as mentioned in Third SCHEDULE hereunder written and wherever the context so permits shall include the Purchasers' proportionate undivided share in the Common Areas and Service installations as also in the land underneath the Tower attributable to the said Unit and right to use of One \_\_\_\_\_ Wheelers Parking Space in the Ground Level of the complex as mentioned and described in the schedule hereunder.

(xix) SERVICE INSTALLATIONS: shall comprise of sewers, drains, channels, pipes, water courses, gutters, main wires cables, conduits, aerials, tanks, street light, poles, garden lights, pumps with related equipments and soakways and any other apparatus for the supply of water electricity telephone or television lines or for the disposal of foul or surface water.

(xx) SPECIFICATION: shall mean the specification for the said Unit as mentioned in the Third SCHEDULE hereunder written subject to the alterations or modifications as may be suggested or approved by the Architect.

(xxi) TOWER: shall mean a building consisting of several flats and other spaces intended for independent or exclusive use and the same may also consist of several block or blocks.

(xxii) Words importing SINGULAR NUMBER shall include the PLURAL NUMBER and vice versa.

(xxiii) Words importing MASCULINE GENDER shall include the FEMININE GENDER and NEUTER GENDER; Similarly words importing FEMININE GENDER shall include MASCULINE GENDER and NEUTER GENDER Likewise NEUTER GENDER shall include MASCULINE GENDER and FEMININE GENDER.

(xxiv) SUPER BUILT-UP- AREA : shall include the built up area of the Unit and proportionate share of stair head room, lift machine room, service unit of ground floor, fire water sump, U.G. ring for hydrant, overhead fire reservoir, fire refuge platforms, pump rooms, septic tank, domestic water sump, Overhead domestic water tank, fire duct, electrical duct, lift service duct, shafts, lofts and other infrastructure area including area for common purpose and mandatory open space in the said building.

(xxv) BUILT UP- AREA: shall in relation to the said Unit in the Building mean and include the covered/plinth area of such Unit and include the thickness of the external and internal walls thereof and columns therein PROVIDED THAT if any wall or column be common between two units, then one half of the area under such wall or column shall be included in the area of each such Unit.

(xxvi) CARPET AREA: means the net usable floor area of the apartment, excluding the area covered by external walls, areas under service shafts, exclusive balcony or veranda area and exclusive open terrace area, but includes the area covered by the internal partition walls of the apartment.

## 2. INTERPRETATIONS :

In this agreement save and except as otherwise expressly provided –

- i) all words and personal pronouns relating thereto shall be read and construed as the number and gender of the party or parties require and the verb shall be read and construed as agreeing with the required words and pronoun.
- ii) the division of this agreement into headings is for convenience of reference only and shall not modify or affect the interpretation or construction of this agreement or any of the provisions.

- iii) when calculating the period of time within which or following which any act is to be done or step taken pursuant to this agreement, the date which is the reference day in calculating such period shall be excluded. If the last day of such period is not a business day, the period in question shall end on the next business day.
- iv) all references to section numbers refer to the sections of this agreement, and all references to schedules refer to the Schedules hereunder written.
- v) the words 'herein', 'thereof', 'hereunder', 'hereafter' and 'hereto' and words of similar import refer to this agreement as a whole and not to any particular article of section thereof.
- vi) Any reference to any act of Parliament or State Legislature in India whether general or specific shall include any modification, extension or enactment of it for the time being in force and all instruments, orders, plans, regulations, bye-laws, terms or direction any time issued under it.
- vii) Any reference to any agreement, contract, plan, deed or document shall be construed as a reference to it as to may have been or may be from time to time amended, varied, altered, modified, supplemented or innovated.
- viii) Any reference to any land, complex or area in this indenture for the purpose of defining and interpreting the right of the Purchaser in the said land, complex or area shall mean the area of land, complex comprising in said premise as mentioned in the First Schedule only.

### **3. COMMENCEMENT:**

3.1 This Agreement commences and shall be deemed to have commenced on and with effect from the date of the signing of this Agreement shall remain valid and in force till all obligations of the Parties towards each other stand fulfilled and performed or till this Agreement is terminated in the manner stated herein.

### **4. OFFER, ACCEPTANCE AND CONSIDERATION**

4.1 **WHEREAS** the Developer have now firmly and finally decided to sell and have offered for sale a residential Flat measuring about \_\_\_\_\_ **Sq. Ft.** (including super built-up area), (\_\_\_\_\_ **Sq. Ft.** Built-up area), (\_\_\_\_\_ **Sq. Ft.** Carpet area) being **Flat No. \_\_\_\_** at \_\_\_\_\_ **Floor of Block \_\_\_\_\_** together with a parking right of

one car to the purchasers, more particularly described in the schedule-'B' given herein below, for a sum of **Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only)** including taxes (GST) levied by the Government.

**4.2 WHEREAS** the Purchasers being in need of a residential flat in Ownership in the locality where the aforesaid building under construction is situated and after inspecting the documents of title of the Vendors to the said land, site plan, sanctioned building plan, Partnership Deed, standard of workmanship in construction, quality of materials used etc. as well as the construction of the said building till date and considering the price so offered by the Developer as fair, reasonable and highest has/have agreed to purchase from the Developer, the said flat more particularly described in the Schedule 'B' given hereunder with undivided common shares or fixtures and other common parts services of the building, free from all encumbrances, charges, lines, lispense, attachments, mortgages and all or any other liabilities whatsoever with sole, absolute, exclusive, transferable and irrevocable right, title and interest for the said flat & with other common shares for a sum of **Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only)** including taxes (GST) levied by the Government.

**4.3** That the purchasers shall pay a sum **Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only)** including taxes (GST) levied by the Government as per applicable rates as full consideration money/sale price to the Developer for the schedule-B mentioned flat and proportionate undivided share in the schedule-"A" land

- (a) Applicable Goods & Services Tax (GST), Legal Expenses, Stamp Duty & Registration Expenses shall be borne by the purchaser/s.
- (b) The agreed price for flat includes two (2 years) maintenance charges from the date of possession or registration.

## **5. MODE AND MANNER OF PAYMENT**

5.1 The said sale price/consideration money of **Rs.26,33,120/- (Rupees Twenty Six Lac Thirty Three Thousand One Hundred Twenty Only)** shall be payable by the purchasers to the Developers in the following manner:-

- i) Purchaser has paid **Rs. 2,63,312/- (Rupees Two Lac Sixty Three Thousand Three Hundred Twelve Only)** as advance money in favour

of Shivshakti Lifespace, the receipt of which the developer do hereby acknowledge.

The details of payment are as follows:

1. Cheque no. 612269, Dated 29.01.2019 for Rs. 2,63,312/- drawn on SBI.

ii) Balance amount shall be payable as stated below.

### **PAYMENT SCHEDULE**

1. Booking Amount+ GST
2. 10% less than Booking Amount For Agreement(after completion of 10 days after booking the flat)+GST
3. 10% at the time of Completion of Ground Floor Casting+GST
4. 10% at the time of 1<sup>st</sup> Floor Roof Casting+GST
5. 10% at the time of 2<sup>nd</sup> Floor Casting+GST
6. 10% at the time of 3<sup>rd</sup> Floor Casting+GST
7. 10% at the time of 4<sup>th</sup> Floor Casting+GST
8. 10% at the time of 5<sup>th</sup> Floor Casting+GST
9. 10% at the time of Completion of Brick Work of the said flat +GST
- 10.6% at the time of Completion of Plaster inside of the said flat +GST
- 11.6% at the time of Completion of Flooring of the said flat +GST
- 12.Full and Final Payment at the possession of the said flat +GST

### **6. POSSESSION AND CONVEYANCE**

- 6.1 That the vendor/developer shall handover the physical possession of the Schedule-B property after the completion of the construction of the building which will be completed within 36 months from the date of commencement and the same may be extended for another six months due to some unavoidable circumstances and after receiving the consideration mentioned above in full.
- 6.2 That the developer shall sign and execute the sale deed and present the same before the Registration Authority for registration as soon the payment as mentioned in clause 5.1 of this agreement will be made to the developer.
- 6.3 That the purchaser/s shall not be entitled to get the possession of the schedule-"B" mentioned flat from the developer till the payment as specified in clause 5.1 of this agreement are made. The developer undertake to deliver the physical possession of the Schedule-"B" flat to the purchasers as soon as the final payment will be made to the Developer by the purchasers as mentioned in clause 'b' herein above.

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

#### 7. RESTRICTION ON ALIENATION BEFORE POSSESSION:

7.1 The Purchaser shall not be entitled to transfer or assign the benefits/rights of the Purchasers under this agreement or nominate any person for acquiring the said unit till such time the Deed of conveyance in respect of the said Unit is executed and registered in favour of the purchaser and if the purchaser shall desire to transfer and assign the purchaser's right hereunder or nominate any person for acquiring the said Unit/Units before the execution and registration of Deed of Conveyance the Purchaser shall be entitled to do so only with the pre granted written consent of the Developer and upon the payment of the Charges of Rs.50 per sq. ft. Plus G.S.T of total area as mentioned in Second Schedule (hereinafter referred to as the Transfer Charges) to the Developer. Such transfer shall be allowed only with the written undertaking of the third party/ transferee to observe/ fulfill the obligations under this agreement.

7.2 There will be no preivity between the developer and the nominee or new transferee until the nomination has been accepted expressly in writing.

7.3 That the necessary Deed of Conveyance shall be executed by the developer in favour of the purchaser/s and/or his/her/their nominee/s on receiving full payment from the purchaser/s.

7.4 That after registration of the Schedule-B property the purchaser/s shall get his/ her/their name mutated with respect to the Schedule-B property both at the office of B.L. & L.R.O. and the office of Champasari Gram Panchayat and get it numbered as a separate holding and shall pay taxes as may be levied upon him/her/ them from time to time though the same has not yet been assessed.

#### 8. RIGHTS AND OBLIGATIONS OF THE PURCHASER

8.1 That the purchaser/s shall have the right to sell, gift, mortgage or transfer or otherwise the ownership of Schedule-B property or let out/ lease out the Schedule-B property to whomsoever after the registration of the same in his/her/ their favor.

8.2 That the purchaser/s shall not do any act, deed or thing whereby the development / construction of the said building is in any way hindered or impeded with nor shall



prevent the developer from selling, transferring, assigning or disposing of unsold portion or rights, title and interest therein or appurtenant thereto.

- 8.3 That the purchaser/s hereby covenants to keep the schedule "B" mentioned flat and the partition walls, sewer drains, all types of pipes, fitting and appurtenances thereto belonging in good working condition and tenable repair and condition and in particular so as to support shelter and protect the other parts of the said building and also the rights, interest and privileges of the occupants of the other portions of the said building.
- 8.4 That the purchaser/s shall have proportionate right/ title and interest in the land along with other occupants/owners of the building. It is hereby declared that the interest in the land is impartible.
- 8.5 That the purchaser/s shall be entitled to use and pay such proportionate charges for common facility, if any, such as repairs and maintenance of the outer walls, stairs, septic tank, water supply, sanitation, sweeper, watchman, etc. as will be determined by the developer from time to time till the time an executive body or any other authority of the building/ society is formed to take care of the common maintenance of the building/ society.
- 8.6 That the purchaser/s shall not encroach upon any portion of land or building carved out by the vendors/ confirming party for the purpose of road, landings, stairs or other community purpose/s and in the event of encroachment, the vendors/ confirming party shall be entitled to remove unauthorized act or nuisance by force and the purchaser/s shall be legally bound to repay the entire cost and expenses including damages, if any, as will be caused by such nuisance and its subsequent removal.
- 8.7 That the purchaser/s further covenants with the vendor and developer not to injure, harm or cause damage to any part of the building including common portions and areas as well as common provisions and utilities by making or causing any sort of alteration or withdrawal of any support or causing any construction, addition or deletion thereof or therein or otherwise in any manner whatsoever and in event of contrary the purchaser/s shall be fully responsible for it, the vendors/ confirming party shall not be held responsible in any manner whatsoever.
- 8.8 That is hereby specifically declared that use of personal generator of any kind and description and of any capacity whatsoever which causes sound and air pollution will not be permitted in any of the residential flat of the building to save the battery operated inverter.

8.9 The buyer shall use the Said Flat for residential purpose only. Under no circumstances shall the Buyer use or allow the Said Flat to be used for commercial, industrial or other non-residential purposes. The Buyer shall also not use or allow the Said Flat to be used as a religious establishment, hotel, hostel, boarding house, restaurant, nursing home, club, school or other public gathering place.

8.10 The Buyer shall not alter, modify or in any manner change the structure or any civil construction in the Said Flat and Appurtenances or the Common Portions or the Said Building. The Buyer shall not install any dish-antenna on the balcony and/or windows of the Said Building and/or on any external part of the Said Building and/or the roof thereof. The Buyer shall not install grills on the railings of the balcony and/or outside the windows, in any form or manner. Grills may only be installed by the Buyer on the inner side of the doors and windows of the Said Flat. The Buyer shall further install such type of air-conditioners (window or split) and at such places, as be specified and prescribed by the Developer, it being clearly understood by the Buyer that no out-door units of split air-conditioners will be installed on the external walls of the Said Building and no window air-conditioners will be installed by cutting open any wall. If split air-conditioners are specified and prescribed to be installed, the Buyer shall install the out-door unit of the same either inside the Buyer's own balcony or on common ledge provided for the same, in which case the out-door unit will be installed only on such ledge and at no other place.

8.11 The buyer shall not sub-divide the Said Flat and Appurtenances and the Common Portions, under any circumstances.

8.12 The buyer shall not store or cause to be stored and not place or cause to be placed any goods, articles or things in the Common Portions.

8.13 That the purchaser/s shall:

- (a) Co-operate with the vendors/confirming party or the apartment owners association in the management and maintenance of the common portions of the building.
- (b) Pay GST or any other taxes as applicable and also comply with statutory laws, requisitions or notifications which will be applicable to the said unit or any part of

and keep the vendors/ confirming party or the apartment owners association saved, harmless and indemnified in respect thereof.

- (c) Not alter any outer portion, elevation of the building.
- (d) Not decorate or paint or otherwise alter the color scheme of the exterior of the said unit or the building or the common portions.
- (e) Not throw and accumulate or caused to be thrown or accumulate any dirt, rubbish or other refuse in the common portion or the areas reserved by the vendors/ confirming party save at the place as be indicated thereof.
- (f) Not claim any right whatsoever or howsoever over the said building or the said land or any part thereof save the said unit and save as may be necessary for ingress and egress of men and materials, pipes and cables for availing the facility of utilities and in particular not to claim any right in roof, or in the covered or open spaces of the building or the said land not expressly sold and/or granted to the purchaser/s.
- (g) Not put up or affix any board, name plate or other things or other similar articles in the common portions or outside walls of the said units or the building provided that nothing contained in this clause shall prevent the purchaser in displaying a decent name plate in the place as specified by the vendors/ confirming party.
- (h) Not affix or draw any wires, cables from and to through any of the common portions or outside walls of the building or other units.
- (i) No illicit/commercial activities should be done inside the flat, if found strict action will be taken and flat need to be vacant immediately. And all amount paid will be forfeited& registration will be cancelled.

8.14 That if any extra/additional works are done by the developer in the schedule-“B” flat at the request of the purchaser/s then the developer shall be entitled to get remuneration and costs for such additional works, as may be fixed by the developer from the purchaser/s.

8.15 That in case the purchaser defaults in making the payment of balance amount, as per the terms and condition of the payment schedule in this indenture, the purchaser shall be liable to pay an interest @ 15% p.a on the defaulted amount subject to maximum period of three months. Thereafter, in case of further delay the Vendor shall be at liberty to terminate this

agreement and forfeit the 25% of the consideration amount received and shall be at liberty to dispose of the Schedule "B" property in such manner and to such person as it may think fit and the Purchaser shall not be entitled to question or dispute such sale by the Vendor on any ground whatsoever or claim any amount whatsoever on this account.

8.16 That the purchaser/s hereby covenants with the vendors/ confirming party that he/ she/ they shall have no claim upon the vendors/ confirming party as to the construction, quality of materials used or standard of workmanship in the construction thereof including the foundation of the building and/ or development, installation, erection and construction of common provisions and utilities.

8.17 The Purchaser further agree on the following House Rules:-

- a) The lobbies, entrance and stairways of the towers of the complex shall not be obstructed or used for any other purpose other than ingress to or egress from the unit in the complex.
- b) No purchaser/ occupiers shall make or permit any disturbing noises in the complex or do anything or permit anything to be done therein which will interfere with the rights comfort or convenience of other occupiers.
- c) Each purchasers shall keep the their unit in good state of preservation and cleanliness and shall not throw or permit to be thrown therefrom or from the doors, windows, terraces, balconies thereof any dirt or other substance.
- d) No article shall be allowed to be placed in the staircase landings, common areas or fire refuge area.
- e) No shades, window guards, ventilators or air conditioning devices shall be used in or about the tower of the complex excepting such as shall have been approved by the Developer / Holding organization/ maintenance body.
- f) No sign, notice or advertisement shall be inscribed or exposed on or at a window or other part of the complex except such , as shall have been approved by the Developer / Holding organization/ Maintenance body.
- g) No Bird or animals shall be kept or harboured in the common areas of the complex. In no event shall dogs and other pets be permitted on elevators or in common portions of the complex unless accompanied.
- h) No television aerial shall be attached or hung from the exterior of the Unit.

- i) No vehicle belonging to the purchasers or a member of the family or guest, tenant, or employee of the purchaser shall be parked in the open space or in such manner as to impede or prevent ready access to the entrance of the complex by another vehicle.
- j) These house rules may be added to, amended, or repealed at any time by the Developer / Holding organization/ Maintenance body.

9. RIGHTS AND OBLIGATION OF THE DEVELOPER

9.1 That the Developer shall construct and finish the schedule-“B” mentioned flat as per specification given in the schedule-“C” below.

9.2 That in case the purchaser defaults in making the payment of balance amount, as per the terms and condition of the payment schedule in this indenture, the purchaser shall be liable to pay an interest @ 15% p.a on the defaulted amount subject to maximum period of three months. Thereafter, in case of further delay the Vendor shall be at liberty to terminate this agreement and forfeit the 25% of the consideration amount received and shall be at liberty to dispose of the Schedule “B” property in such manner and to such person as it may think fit and the Purchaser shall not be entitled to question or dispute such sale by the Vendor on any ground whatsoever or claim any amount whatsoever on this account.

9.3 That the developer shall not delay in handing over possession of the said Flat to you beyond the Completion date and the extended period or the period required beyond the extended period due to circumstances beyond the control of the developer, thereafter for any fault of the developer, it will pay the purchaser an interest at the prevailing fixed deposit rate of interest of State Bank of India.

10. NOTICE

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

.....Name of Allottee

.....

.....(Allottee Address)

(ALLOTTEE)

**SHIVSHAKTI LIFESPACE**

4A, Pollock Street, 1st Floor,  
Room No.101D, P.O. – GPO,  
P.S. – Hare Street,  
Kolkata,  
West Bengal – 700001,  
India  
(Promoter)

It shall be the duty of the Allottee 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, as the case may be.

**11. ARBITRATION**

Any dispute arising out of or touching upon or in relation to the terms of this Agreement including the interpretation and validity of the terms and conditions thereof and the respective rights and obligations of the Parties shall be settled amicably by mutual discussion. In case the parties fails to settle the dispute amicably within 15 days, the same shall be settled through Arbitration as per the Arbitration and Conciliation Act, 1996, or any other statutory amendments/ modifications thereof for the time being in force, by a sole arbitrator selected from the name of two arbitrators proposed by the Developer. In case the purchaser delays/neglects or refuse to select one arbitrators then the developer shall be entitled to nominate any one as the Arbitrator.

The Courts of Calcutta (Kolkata) shall have the jurisdiction to entertain and try all actions suits and proceedings arising out of this agreement

**12. MAINTENANCE OF THE APARTMENT**

The promoter will be responsible for maintaining the apartments common area and expenses until completion of the apartment and

thereafter the same will be maintained by all the occupant and cost be beared by them in pro rata basis.

**13.DEFECT LIABILITY**

That in case of any structural defects or any other defect in the workmanship, quality and provision of services or any other obligations of the promoter as per the agreement for sale relating to development due to any fault of the promoter sufficiently proved to be its fault by the occupants for a period upto 5 years from the date of handing over the possession or completion of the project whichever is earlier shall be the liability of the promoter to be rectified.

**14.RIGHT TO AMEND**

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

**15.PROVISION OF THIS AGREEMENT TO BE APPLICABLE ON ALL SUBSEQUENT ALLOTTEE**

It is clearly understood and agreed by and between the parties hereto that all the provisions contained herein and the obligations arising hereunder shall be equally applicable and enforceable against any and all subsequent allottees.

**16.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 alottee, the same shall be the proportion which the carpet area of the premises bears to the total carpet area of all the premises in the project.

**SCHEDULE-'A'**

(Description of Land)

All that piece or parcel of land measuring 92 Katha 7 Chhatak 2 Sq. Ft., recorded in L.R. Khatian No. 749, in L.R. Plot No. 207 & 208, Situated within Mouza Mahismari, J.L. No. 47, Pargana Patharghata, under Gram Panchayat Area, P.S. Matigara, Dist. Darjeeling.

The said land on which the building stands is butted and bounded as follows:-

North : 23 feet wide Road;  
South : Land of Gulma Tea Estate;  
East : Land of Green Hill Industries Pvt. Ltd.;  
West : Land of Gulma Tea Estate

**SCHEDULE 'B'**  
(Flat hereby Sold)

A Residential FLAT being **Flat no. \_\_\_\_ at \_\_\_\_ Floor of Block \_\_\_\_\_**, Measuring \_\_\_\_\_ **Sq. Ft.** (including super built-up area) with Tiles finished, Lift Facility together with a parking right of one car in the multi storied Complex named "MANAKAMNA 24", including the common proportionate area and together with proportionate undivided share in the Schedule-A land including the right of common usage with the Vendors and/or other similar Purchasers of corridor, staircase, passage, ways, shafts, and other facilities for common use with other concerned.

**SCHEDULE-C**  
(SPECIFICATION OF FLAT)

1. Earthquake resistant RCC framed structural construction.
2. Approx 8" thickness, both side plastered brick wall.
3. Vitrified tiles in Bedrooms & Living Room floors, tiles in Balcony, Kitchen & Bathroom floors.
4. All doors made of flush ply and Aluminum window with glass.
5. Kitchen work – Top made of Granite with Stainless Steel Sink and 2ft height ceramic tiles above the counter. Electric Point for Water purifier.
6. The Toilet wall covered with ceramic tiles up to door height. Marc or Jaguar- Oriental series or equivalent C.P fittings & Hindware or equivalent Europe/ Indian type white ceramic pan with PVC cistern in Toilet. Also Electric Point for geyser.
7. Copper wiring as per ISI code with modular switches, circuit with MCBs of approved make. Cable TV point in every room. AC points in Living room and Master Bedroom.



8. Cement based paint on the Exterior walls.

9. 2 (Two) coats putty on interior walls.

Note- Extra works at the cost of the purchaser/s on prior payment.

SCHEDULE – D  
(Common Expenses)

1. All expenses for maintenance, operating, replacing, repairing, renovating, white washing, painting of the common portions and the common areas in the building including the outer walls of the building.

2. All expenses for running and operating all machinery, equipments and installation, comprised in the common portions including electrical transformer including the cost of replacing the same.

3. The salaries, bonus and other emoluments and benefits of and all other expenses on the persons employed or to be employed for the common purposes such as manager, caretaker, supervisor, accountant, security guards, sweepers, plumbers, electricians and other maintenance staffs.

4. Cost of insurance premium for insuring the building and/or the common portions.

5. Municipal tax and other levies in respect of the premises and the building (save those separately assessed in respect of any unit or on the Purchaser/s,) costs of formation and operation of the service organizations including the office expenses incurred for maintaining the office thereof.

6. Electricity charges for the electrical energy consumed for the operation of the equipment and installations for the common services and lighting the common portions including system loss for providing electricity to each unit.

7. All litigation expenses incurred for the common purpose and relating to common use and enjoyment of the common portions.

8. All other expenses and/or outgoing as are incurred by the Vendors/confirming party and/or the services organization for the common purposes.

SCHEDULE:-E  
(COMMON PROVISIONS AND UTILITIES)

1. Staircase and staircase landing on all floors & Lift.

2. Common entry on the ground floor.

- 3. Water pump, water tank, water pipes and common plumbing installation.
- 4. Drainage and Sewerage.
- 5. Boundary Wall and Main Gate.
- 6. Such other common parts, area and equipments installations, fixtures and fittings and spaces in or about the said building as are necessary for passage to the user and occupancy of the unit in common and such other common facilities as may be prescribed from time to time.

IN WITNESS WHEREOF THE VENDORS, CONFIRMING PARTY does hereunto set his hand on the day, Month and Year first above written.

**WITNESS:**

1.

\_\_\_\_\_

PURCHASER

2

\_\_\_\_\_

DEVELOPER

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

(.....)

**Advocate, Siliguri**

Enrolment No. ....