

AGREEMENT FOR SALE

**THIS AGREEMENT FOR SALE IS MADE ON THIS THE..... DAY
OF....., 2019.**

**ONE RESIDENTIAL FLAT PREMISES HAVING SUPER BUILT UP AREA
MEASURING SQ.FT., BEING FLAT NO....., SITUATED AT
.....FLOOR TOGETHER WITH THE RIGHT TO PARK ONE CAR
AT GROUND FLOOR OF THE BUILDING TOGETHER WITH THE
UNDIVIDED PROPORTIONATE RIGHT ON THE LAND ON WHICH THE
SAID BUILDING STANDS.**

BETWEEN

**SRI/SMT., (Aadhar
No.), Hindu by Religion, Indian by Nationality,
by Occupation, Resident of, P.O., P.S.
....., Pin Code, District, in the
State of**

- hereinafter called to as the **“PURCHASER/S / FIRST PARTY/ALOTEE”**
(Which terms or expression shall unless excluded by or repugnant to the context be
deemed to her/his/their legal heirs, successors, executors, administrator,
representatives, nominee or nominees and assigns) of the **FIRST PART.**
(PAN:)

AND

- 1. SRI BALABHADRA BISHWAKARMA @ BALBHADRA
BISWAKARMA, (PAN: COFPB0498Q), (Aadhar No.),
son of Late Bhakta Bahadur Bishwakarma @ Sunchiwari,**
- 2. SRI GANESH BISHWAKARMA, (PAN: CTAPB9185L), (Aadhar No.
.....),
son of Late Bhakta Bahadur Bishwakarma @ Sunchiwari,**
- 3. SRI GOPAL BISHWAKARMA (BISWAKARMA),
(PAN : COBPB7718D), (Aadhar No),son of Late
Bhakta Bahadur Bishwakarma @ Sunchiwari,**
- 4. SRI JUMBE BISHWAKARMA @ MAN BAHADUR BISHWAKARMA,
(PAN : COCPB3500G), (Aadhar No),son of Late
Bhakta Bahadur Bishwakarma @ Sunchiwari,**

5. **SMT. DILMAYA BISHWAKARMA (BISWAKARMA), (PAN: CLGPB9129J), (Aadhar No. _____),** wife of Late Shibaji Bishwakarma and daughter of Late Bhakta Bahadur Bishwakarma @ Sunchiwari,
6. **SMT. LAXMI BISHWAKARMA @ LAXAMI BISWAKARMA, (PAN: _____), (Aadhar No. _____),** wife of Lalbahadur Bishwakarma and daughter of Late Bhakta Bahadur Bishwakarma @ Sunchiwari,
7. **SMT. BINA KHATI, (PAN EXSPK2739B), (Aadhar No. _____),** wife of Kamal Khati and daughter of Late Bhakta Bahadur Bishwakarma @ Sunchiwari,
8. **SRI TARAJEN BISHWAKARMA, (PAN: CQVPB1206N), (Aadhar No. _____),** son of Late Dil Bahadur Bishwakarma and Ayti Maya Bishwakarma and
9. **SRI ARJUN BISHWAKARMA (BISWAKARMA), (PAN : AZUPB4154D), (Aadhar No. _____),**son of Late Dil Bahadur Bishwakarma and Ayti Maya Bishwakarma and
10. **MISS NANCY AGARWAL, (PAN : BTTPA9423N), (Aadhar No. _____),**daughter of Sri Naresh Agarwal, all are Hindu by Religion, Indian by Nationality, No. 1, 2, 3, 4, 8, 9 & 10 are Business by Occupation and No. 5, 6 & 7 are Housewife by Occupation, No. 1 to 9 are Resident of Bankimnagar, S.M.C. Ward No. 41, P.O. Sevoke Road, P.S. Bhaktinagar, District Jalpaiguri (W.B.) and No. 10 is Resident of Lala Lajpat Rai Road, Ashrampara, S.M.C. Ward No. 13, P.O. & P.S. Siliguri, District Darjeeling (W.B.)-hereinafter jointly and collectively referred to and called as the **VENDORS / SECOND PARTY**” (which expression shall mean and include their heirs, executors, administrators, legal representatives and assigns) of the **“ONE PART”**.

AND

GREEN HILL ESTATE, a Partnership Firm, having its Office at Bankimnagar, S.M.C. Ward No. 41, P.O. Sevoke Road, P.S. Bhaktinagar, District Jalpaiguri, in the State of West Bengal, Represented by one of its **PARTNER, SRI AMIT PODDAR** (Aadhar No. _____), son of Late Binay Kumar Poddar, Hindu by Religion, Indian by Nationality, Business by Occupation, Resident of Sevoke Road, Siliguri, P.O. Sevoke Road, P.S. Bhaktinagar, District Jalpaiguri-734001, in the State of West Bengal - hereinafter called the **"DEVELOPER/ THIRD PARTY/PROMOTOR"** (which expression shall unless excluded by or repugnant to the context be deemed to include its partners, executors, successors-in-office, representatives, administrators and assigns) of the **"OTHER PART"**. (PAN : AAQFG5882L).

THAT the **VENDORS No. 1 to 9** named hereinabove are being *represented* by their **LEGALLY CONSTITUTED ATTORNEY, GREEN HILL ESTATE**,

(being the Developer hereof) being constituted and appointed vide a registered General Power of Attorney dated 10.08.2017, being No. I-4883 for the year 2017 and the same was registered in the Office of the Additional District Sub Registrar Bhaktinagar, District Jalpaiguri.

DEFINATIONS:

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. "Regulation" means the regulation made under The West Bengal Housing Industry Regulation Act, 2017
- d. "Section" means the sections of the Act.

A.

- I. WHEREAS** one Gouri Kanta Das (Roy), son of Late Bhatu Das was the recorded owner of land situated within Mouza Dabgram, comprised in part of R.S. Plot No. 560/1008, recorded in R.S. Khatian No. 716/2, JL. No. 02, R.S. Sheet No. 8, within the jurisdiction of P.S. Bhaktinagar, in the District of Jalpaiguri.

AND WHEREAS the abovenamed Gouri Kanta Das (Roy) thereafter sold and transferred his part of land measuring 10 Katha unto and in favour of Sri Bhakta Bahadur Bishwakarma @ Sunchiwari, son of Late Jit Bahadur Sunchiwari vide two registered Deeds of Sale i.e.,

1. Sale Deed 16.04.1974, being Document No. I- 3636 for the year 1974, registered in the Office of the District Sub Registrar Jalpaiguri, comprising land measuring 6 Katha and
2. Sale Deed 30.11.1981, being Document No. I- 5123 for the year 1981, registered in the Office of the District Sub Registrar Jalpaiguri, comprising land measuring 4 Katha.

AND WHEREAS in this manner, the abovenamed namely, Bhakta Bahadur Bishwakarma @ Sunchiwari became the sole and absolute owner of the aforesaid total land measuring 10 Katha having permanent heritable, transferable and marketable right, title and interest therein.

AND WHEREAS thereafter the abovenamed Bhakta Bahadur Bishwakarma @ Sunchiwari died intestate leaving behind the following legal heirs, namely:-

1. Sri Balabhadra Bishwakarma @ Balbhadra Biswakarma- Son,
2. Sri Ganesh Bishwakarma - Son,
3. Sri Gopal Bishwakarma (Biswakarma) - Son,
4. Sri Jumbe Bishwakarma @ Man Bahadur Bishwakarma- Son,
5. Smt. Dilmaya Bishwakarma (Biswakarma) - Daughter,
6. Smt. Laxmi Bishwakarma @ Laxami Biswakarma - Daughter,
7. Smt. Bina Khati - Daughter and
8. Smt. Ayti Maya Bishwakarma - Daughter, as

his only legal heirs and they all jointly inherited the aforesaid property of Late Bhakta Bahadur Bishwakarma @ Sunchiwari, as per the Hindu Succession Act, 1956 having permanent heritable, transferable and marketable right, title and interest therein.

AND WHEREAS the abovenamed Smt. Ayti Maya Bishwakarma thereafter died intestate leaving behind the following two legal heirs, namely:-

1. Sri Tarajen Bishwakarma and
2. Sri Arjun Bishwakarma (Biswakarma) to inherit her one-eight (1/8th) share in the aforesaid landed property.

AND WHEREAS in this manner the abovenamed, namely :-

1. Sri Balabhadra Bishwakarma @ Balbhadra Biswakarma
2. Sri Ganesh Bishwakarma
3. Sri Gopal Bishwakarma (Biswakarma)
4. Sri Jumbe Bishwakarma @ Man Bahadur Bishwakarma
5. Smt. Dilmaya Bishwakarma (Biswakarma)
6. Smt. Laxmi Bishwakarma @ Laxami Biswakarma
7. Smt. Bina Khati
8. Sri Tarajen Bishwakarma and
9. Sri Arjun Bishwakarma (Biswakarma) became the owners (each of them having respective undivided share) of the total aforesaid land measuring 10 Katha of Late Bhakta Bahadur Bishwakarma @ Sunchiwari, as per the Hindu Succession Act, 1956 having permanent heritable, transferable and marketable right, title and interest therein.

AND WHEREAS being such owners, the abovenamed, (1) Sri Balabhadra Bishwakarma @ Balbhadra Biswakarma, (2) Sri Ganesh Bishwakarma, (3) Sri Gopal Bishwakarma (Biswakarma), (4) Sri Jumbe Bishwakarma @ Man Bahadur Bishwakarma, (5) Smt. Dilmaya Bishwakarma (Biswakarma), (6) Smt. Laxmi Bishwakarma @ Laxami Biswakarma, (7) Smt. Bina Khati, (8) Sri Tarajen Bishwakarma and (9) Sri Arjun Bishwakarma (Biswakarma) thereafter transferred their total aforesaid land by virtue of three registered Deeds of Sale i.e.;

1. Sale Deed 15.10.2015, being Document No. I- 7287 for the year 2015, registered in the Office of the Additonal District Sub Registrar Rajganj, District Jalpaiguri, comprising land measuring 3 Katha in favour of Smt. Krishna Mani, wife of Sri Tarun Kumar Mani,
2. Sale Deed 15.10.2015, being Document No. I- 7288 for the year 2015, registered in the Office of the Additonal District Sub Registrar Rajganj, District Jalpaiguri, comprising land measuring 3 Katha 8 Chatak in favour of Sri Tapan Mani, son of Late Bhola Nath Mani and
3. Sale Deed 15.10.2015, being Document No. I- 7289 for the year 2015, registered in the Office of the Additonal District Sub Registrar Rajganj, District Jalpaiguri, comprising land measuring 3 Katha 8 Chatak in favour of Sri Tarun Kumar Mani, son of Late Bhola Nath Mani.

AND WHEREAS at the time of registration of the aforesaid three Sale Deeds the abovenamed, Smt. Krishna Mani, Sri Tapan Mani and Sri Tarun Kumar Mani did not pay their respective consideration amount and agreed to pay the consideration amount after completion of construction of a multistoried building complex and in this connection they mutually agreed to make an agreement between themselves but after crossing the long period, Smt. Krishna Mani, Sri Tapan Mani and Sri Tarun Kumar Mani had surrendered themselves since unable to construct the building complex due to lack of financial capabilities. Therefore, Smt. Krishna Mani, Sri Tapan Mani and Sri Tarun Kumar Mani thereafter finally transferred back the aforesaid total land unto in favour of Sri Balabhadra Bishwakarma @ Balbhadra Biswakarma and eight others (from whom they purchased the land) vide three registered Deeds of Gift i.e.;

1. Dated 22.02.2017, being Document No. I- 891 for the year 2017, registered in the Office of the Additonal District Sub Registrar Bhaktinagar, District Jalpaiguri, comprising land measuring 3 Katha executed by Smt. Krishna Mani,
2. Dated 22.02.2017, being Document No. I- 905 for the year 2017, registered in the Office of the Additonal District Sub Registrar Bhaktinagar, District Jalpaiguri, comprising land measuring 3 Katha 8 Chatak executed by Sri Tapan Mani and
3. Dated 22.02.2017, being Document No. I- 900 for the year 2017, registered in the Office of the Additonal District Sub Registrar Bhaktinagar, District Jalpaiguri, comprising land measuring 3 Katha 8 Chatak executed by Sri Tarun Kumar Mani.

AND WHEREAS, in this manner, the abovenamed (1) Sri Balabhadra Bishwakarma @ Balbhadra Biswakarma, (2) Sri Ganesh Bishwakarma, (3) Sri Gopal Bishwakarma (Biswakarma), (4) Sri Jumbe Bishwakarma @ Man Bahadur Bishwakarma, (5) Smt. Dilmaya Bishwakarma (Biswakarma), (6) Smt. Laxmi Bishwakarma @ Laxami Biswakarma, (7) Smt. Bina Khati, (8) Sri Tarajen Bishwakarma and (9) Sri Arjun Bishwakarma (Biswakarma) (the **VENDORS No. 1 to 9 herein**) became the **OWNERS** of the total aforesaid land measuring 10 Katha and ever since they are in exclusive and peaceful possession of the aforesaid land without any act of hindrance or obstruction from anybody having permanent heritable, transferable and marketable right, title and interest therein.

AND WHEREAS the names of the abovenamed Vendors in respect of their respective aforesaid land were duly mutated in the records of the concerned B.L. & L.R.O. Rajganj and nine separate L.R. Khatians being No. 58, 60, 57, 59, 136, 137, 138, 139 and 140 were opened in their respective names comprising their respective share of land under the provisions of West Bengal Land Reforms Act, 1955.

II. WHEREAS one Gouri Kanta Das (Roy), son of Late Bhatu Das was the recorded owner of land situated within Mouza Dabgram, comprised in part of R.S. Plot No. 560/1008, recorded in R.S. Khatian No. 716/2, JL. No. 02, R.S. Sheet No. 8, within the jurisdiction of P.S. Bhaktinagar, in the District of Jalpaiguri.

AND WHEREAS the abovenamed Gouri Kanta Das (Roy) died intestate leaving behind the following legal heirs, namely:-

1. Sri Kanal Roy - son,
2. Sri Nirmal Roy - son,
3. Sri Tarun Roy - son,
4. Sri Bishtu Roy - son and
5. Sri Kishthu Roy- son, as his only legal heirs and they jointly inherited the remaining property of Late Gouri Kanta Das (Roy) as per the Hindu Succession Act, 1956 having permanent heritable, transferable and marketable right, title and interest therein.

AND WHEREAS being such owners, the abovenamed (1) Sri Kanal Roy, (2) Sri Nirmal Roy, (3) Sri Tarun Roy, (4) Sri Bishtu Roy and (5) Sri Kishthu Roy thereafter sold and transferred part of the aforesaid land measuring 1 Katha 11 Chatak 16 Sq.ft. unto and in favour of Ms. Nancy Agarwal, daughter of Sri Naresh Agarwal, vide a registered Deed of Sale dated 28.11.2016, being Document No. I-6513 for the year 2016 and the same was registered in the Office of the Additional District Sub Registrar Bhaktinagar, District Jalpaiguri.

AND WHEREAS in this manner, the abovenamed, **Miss Nancy Agarwal** (the **VENDORS No. 10 herein**) became the **sole and absolute OWNER** of the aforesaid land measuring 1 Katha 11 Chatak 16 Sq.ft. and ever since she is in exclusive and peaceful possession of the aforesaid land without any act of hindrance or obstruction from anybody having permanent heritable, transferable and marketable right, title and interest therein.

AND WHEREAS the name of the abovenamed Vendor No. 10 in respect of her respective aforesaid land was duly mutated in the records of the concerned B.L. & L.R.O. Rajganj and a separate L.R. Khatian being No. 134 was opened in her name under the provisions of West Bengal Land Reforms Act, 1955.

AND WHEREAS being such owners the Vendors then became desirous to construct a multistoried building over and upon their aforesaid land but the Vendors did not find themselves in a position to implement their such plans and scheme due to lack of fund and experience, then approached the Developer or the Third Party herein for construction of such multistoried building over and upon their said land fully described in the Schedule-“A” given below for the mutual benefit of themselves and the Developer hereof, to which the Developer herein agreed and as such the Vendors (No. 1 to 9 herein) then entered with the party of the Third Part (i.e. the Developer herein) into a registered **Development Agreement** dated 09.08.2017, being Document No. I-4860 for the year 2017, registered in the Office of the Additional District Sub Registrar Bhaktinagar, District Jalpaiguri. **AND WHEREAS** the Vendor No. 10 herein being one of the Partner of Green Hill Estate has introduced her said land into the said Firm as stock-in-trade.

AND WHEREAS due to scarcity of land for construction of a multistoried building on the said land, the Vendors No. 1 to 9 and Vendor No. 10 herein **AMALGAMATE** their respective plots of land for making the same into **one single plot** which is more particularly described in the **Schedule-“A”** below.

AND WHEREAS a building plan was accordingly prepared and was duly approved by the Siliguri Municipal Corporation being Plan No. 277 of dated 16.02.2018 for construction of the desired Ground (Parking) + IV Storied Residential Building upon the said piece or parcel of land of the Vendors (No. 1 to 10 herein) being free from all encumbrances and charges.

AND WHEREAS the Developer in the process has started constructing the proposed building comprising various independent units/ premises at different floors along with the common facilities at its own costs and expenses over and upon the Schedule “A” land.

AND WHEREAS it is stated that the multistoried building Block “**LANDMARK RESIDENCY-I**” and the multistoried building Block “**LANDMARK RESIDENCY-II**”, shall form part of the Building Complex know and identified as “**LANDMARK RESIDENCY**”. It is stated that the Phase-II Building Block “**LANDMARK RESIDENCY-II**”, to be erected on the land is on the side of the Schedule- “A” Land.

AND WHEREAS, now the Vendors/ Developer have formulated a scheme to enable a person/party intending to have own unit or premises in the said multistoried Building/**Phase-I/Block “LANDMARK RESIDENCY-I**” of the Complex “**LANDMARK RESIDENCY**”, along with the undivided proportionate share or 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.

- B.** The Said Land is earmarked for the purpose of building a residential project comprising Ground (Parking) + IV multistoried Residential Building apartment and the said project shall be known as ("Project")
- C.** 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;
- D.** The promotor has informed/applied for the commencement certificate to develop the project vide letter dated _____ addressed to Siliguri Municipal Corporation.
- E.** The Promoter has obtained the final layout plan, sanctioned plan, specifications and approvals for the Project and also for the apartment, plot or building, as the case may be from the competent authority]. The Promoter agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with section 14 of the Act and other laws as applicable;
- F.** The Promoter has registered the Project under the provisions of the Act with the West Bengal Housing Industry Regulatory Authority at _____ on _____ under registration no _____;
- G. WHEREAS** now the Vendors/Developer have offered for the sale of the residential flats as proposed to be constructed on the said Schedule- “A” land and have orally expressed their desire to sale/sell the residential flats. And the Purchaser/s being in need of such type of residential flat has/have accepted the said offer of sale and has offered to purchase the **Residential Flat super built up area measuring Sq.ft.** situated at **Floor** together with the **Right to Park** one car at Ground Floor of the said building more described in

the Schedule “B” below at a total consideration of **Rs.....** /- (**Rupees Only**), free from all encumbrances and charges whatsoever.

WHEREAS the Vendors/Developer after considering the offer so offered by the Purchaser/s, have firmly and finally agreed to sell the proposed Residential Flat together with the Right to Park as fully described in the Schedule “B” below to and in favour of the Purchaser/s at or for the total consideration amount mentioned hereinbefore and hereinafter, free from all encumbrances and charges whatsoever.

- H.** The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein:
- I.** The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project;
- J.** The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;
- K.** In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the [Apartment/ Plot] and the garage/covered parking (if applicable) as specified in para G

NOW THIS AGREEMENT WITNESSETH: -

1. Terms

1.1. Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase, the Apartment as specified in para G.

1.1 The Total Price for the Apartment based on the carpet area and in pursuance of the aforesaid acceptance, agreement and in consideration of a total sum of Rs..... /- (**Rupees Only**), and out of the said total consideration amount as stated above, the Purchaser/s hereto has/have paid **Rs.** /- (**Rupees Only**) through one Account Payee Cheque in favour of the Developer being **Cheque No. of dated**, as **drawn upon**, **..... Branch**, being the Booking/Advance Amount. And the Vendors/Developer hereby agrees to convey, assign, sell the proposed Residential Flat together with Right to

Park, more fully and particularly described in the Schedule “B” below, **TOGETHERWITH** common facilities and right over the passage, main entrance, stair, landing etc., more fully and particularly described in the **SCHEDULE “D”** hereunder written, **TOGETHERWITH** the expenses of maintaining and repairing the main structure and common provisions, more fully and particularly described in the **SCHEDULE “C”** hereunder written, **TOGETHERWITH** the several restriction mentioned in the **SCHEDULE “E”** hereunder written.

1.2 **THAT** the Schedule “B” property agreed to be sold by the Vendors/Developer to the Purchaser/s hereof shall include the proportionate costs of the common areas and common facilities as described in the “Schedule-D” given below but shall not include the costs of Municipal Taxes, Electric connection and/or water connections etc. and/or any other expenses or costs of recurring nature including the maintenance cost for the same.

1.3

PHASE-I / BLOCK NAMED	“LANDMARK RESIDENCY-I”
IN THE COMPLEX NAMED	“LANDMARK RESIDENCY”
Apartment No	
Type	
Floor	
Parking	
Total Square Feet	
Rate of the Apartment per Square Feet	
PLOT NO.	560/1008 (R.S.), 42 (L.R.)
KHATIAN NOS.	716/2 (R.S.), 57, 58, 59, 60, 134, 136, 137,138,139 & 140 (L.R.)
MOUZA	DABGRAM
SHEET NO.	8 (R.S.), 40 (L.R.)
J.L.NO.	2
PARGANA	BAIKUNTHAPUR
POLICE STATION	BHAKTINAGAR
WARD NO.	41 OF SILIGURI MUNICIPAL CORPORATION
DISTRICT	JALPAIGURI
TOTAL CONSIDERATION in Rs.	Rs./-

Explanation

- i. The Total Price above includes the booking amount paid by the allottee to the Promoter towards the Apartment;
 - ii. The Total Price above **excludes** Taxes (consisting of tax paid or payable by the Promoter by way of GS.T. and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter, by whatever name called) up to the date of handing over the possession of the apartment/plot to the allottee and the project to the association of allottees or the competent authority, as the case may be, after obtaining the completion certificate;
 - iii. That the Purchaser/s will bear all the cost and expenses for registration of the Sale Agreement and Deed of Conveyance (Sale) for the said residential flat/unit which will be prepared by the Advocate of the Vendors/Developer.
 - iv. The Promoter shall periodically intimate in writing to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment demanded by the Promoter within the time and in the manner specified therein. In addition, the Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective
 - v. The Total Price of Apartment includes recovery of price of land, construction of not only the Apartment but also the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the apartment, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the common areas etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment and the Project.
- 1.4 The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/ charges imposed by the competent authorities, the Promoter shall enclose the said notification/order/rule/ regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments. Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of

the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said project by the Authority as per the Act, the same shall not be charged from the Allottee.

- 1.5 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 herein at Schedule 'D' and Schedule 'E' (which shall be in conformity with the advertisement, prospectus etc. on the basis of which sale is effected) in respect of the apartment, plot or building, as the case may be, without the previous written consent of the Allottee as per the provisions of the Act.

Provided that the Promoter may make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act.

- 1.6 The Promoter shall confirm to the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter, If there is reduction in the carpet area then the Promoter shall refund the excess money paid by Allottee 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. If there is any increase in the carpet area, which is not more than three percent of the carpet area of the apartment, allotted to Allottee, the Promoter may demand that from the Allottee as per the next milestone of the Payment Plan as provided in the agreement. All these monetary adjustments shall be made at the same rate per square feet as agreed in this Agreement.

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

- 1.8 The Promoter agrees to pay all outgoings before transferring the physical possession of the apartment to the Allottees, which it has collected from the Allottees, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities,

banks and financial institutions, which are related to the project). If the Promoter fails to pay all or any of the outgoings collected by it from the Allottees or any liability, mortgage loan and interest thereon before transferring the apartment to the Allottees, the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person

2 MODE OF PAYMENT:

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

3 COMPLIANCE OF LAWS RELATING TO REMITTANCES:

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

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

apartment applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

4 ADJUSTMENT/APPROPRIATION OF PAYMENTS:

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

5 TIME IS ESSENCE:

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

6 CONSTRUCTION OF THE PROJECT/ APARTMENT:

The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the Apartment and accepted the floor plan, payment plan and the specifications, amenities and facilities [annexed along with this Agreement] which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities, subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the [Please insert the relevant State laws] and shall not have an option to make any variation /alteration/modification in such plans, other than in the manner provided under the Act, and breach of this term by the Promoter shall constitute a material breach of the Agreement.

7 Schedule for possession of the said Apartment -

7.1 The Promoter agrees and understands that timely delivery of possession of the Apartment to the allottee and the common areas to the association of allottees or the competent authority, as the case may be, is the essence of the Agreement. The Promoter assures to hand over possession of the Apartment along with ready and complete common areas with all specifications, amenities and facilities of the project in place 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 Apartment.

Provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project

due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the allotment within 45 days from that date. The promoter shall intimate the allottee about such termination at least thirty days prior to such termination. After refund of the money paid by the Allottee, the Allottee agrees that he/ she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

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

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

7.4 Possession by the Allottee — After obtaining the occupancy certificate and handing over physical possession of the Apartment to the Allottees, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common areas, to the association of Allottee or the competent authority, as the case may be, as per the local laws;

[Provided that, in the absence of any local law, the promoter shall handover the necessary documents and plans, including common areas, to the association of allottees or the competent authority, as the case may be, within thirty days after obtaining the completion certificate].

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

Provided that where the allottee proposes to cancel/withdraw from the project without any fault of the promoter, the promoter herein is entitled to forfeit the booking amount paid for the allotment. The balance amount of money paid by the allottee shall be returned by the promoter to the allottee within 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 interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force.

Except for occurrence of a Force Majeure event, if the promoter fails to complete or is unable to give possession of the Apartment (i) in accordance with the terms of this Agreement, duly completed by the date specified in para 7.1; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act, or for any other reason, the Promoter shall be liable, on demand to the allottees, in case the Allottee wishes to withdraw from the Project without prejudice to any other remedy available, to return the total amount received by him in respect of the Apartment, with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act within forty-five days of it becoming due;

Provided that where if the Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee interest at the rate prescribed in the Rules for every month of delay, till the handing over of the possession of the Apartment which shall be paid by the promoter to the allottee within forty- five days of it becoming due.

8 REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

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

- (i) The Promoter has absolute, clear and marketable title with respect to the said Land; the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;
- (ii) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- (iii) There are no encumbrances upon the said Land or the Project;
- (iv) There are no litigations pending before any Court of law or Authority with respect to the said Land, Project or the Apartment;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Apartment are valid and subsisting and have been obtained by following due process of law.

Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Building and Apartment and common areas,

- (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 Apartment which will, in any manner, affect the rights of Allottee under this Agreement;
- (viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment to the Allottee in the manner contemplated in this Agreement;
- (ix) At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the Apartment to the Allottee and the common areas to the association of allottees or the competent authority, as the case may be;
- (x) The Schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Schedule Property;
- (xi) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities till the completion certificate has been issued and possession of apartment, plot or building, as the case may be, along with common areas (equipped with all the specifications, amenities and facilities) has been handed over to the allottee and the association of allottees or the competent authority, as the case may be;
- (xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoter in respect of the said Land and/or the Project.

9. EVENTS OF DEFAULTS AND CONSEQUENCES:

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

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

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

- i. Stop making further payments to Promoter as demanded by the Promoter. If the Allottee stops making payments the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any interest; or
- ii. The Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the apartment, along with interest at the rate prescribed in the Rules within forty-five days of receiving the termination notice;

Provided that where an Allottee does not intend to withdraw from the project or terminate the Agreement, he shall be paid, by the promoter, interest at the rate prescribed in the Rules, for every month of delay till the handing over of the possession of the (Apartment/Plot), which shall be paid by the promoter to the allottee within forty-five days of it becoming due.

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

- i. In case the Allottee fails to make payments for consecutive demands made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard the allottee shall be liable to pay interest to the promoter on the unpaid amount at the rate prescribed in the Rules;

- ii. In case of Default by Allottee under the condition listed above continues for a period beyond consecutive months after notice from the Promoter in this regard, the Promoter may cancel the allotment of the Apartment in favour of the Allottee and refund the money paid to him by the allottee by deducting the hooking amount and the interest liabilities and this Agreement shall thereupon stand terminated;

Provided that the promoter shall intimate the allottee about such termination at least thirty days prior to such termination.

10. CONVEYANCE OF THE SAID APARTMENT:

The Promoter, on receipt of Total Price of the Apartment as per para 1.2 under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the Apartment together with proportionate indivisible share in the Common Areas within 3 months from the date of issuance of the occupancy certificate* and the completion certificate, as the case may be, to the allottee:

[Provided that, in the absence of local law, the conveyance deed in favour of the allottee shall be carried out by the promoter within 3 months from the date of issue of occupancy certificate]. However, in case the Allottee Fails to deposit the stamp duty and/or registration charges within the period mentioned in the notice, the Allottee authorizes the Promoter to withhold registration of the conveyance deed in his/her favour till payment of stamp duty and registration charges to the Promoter is made by the Allottee.

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

The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the association of allottees upon the issuance of the completion certificate of the project. The cost of such maintenance has been included in the Total Price of the Apartment.

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 TO ENTER THE APARTMENT FOR REPAIRS:

The Promoter/maintenance agency/association of allottees shall have rights of unrestricted access of all Common Areas, garages/covered parking and parking

spaces for providing necessary maintenance services and the Allottee agrees to permit the association of allottees and/or maintenance agency to enter into the Apartment or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

14.USAGE:

Use of Basement and Service Areas: The basement(s) and service areas, if any, as located within the (project name), shall be earmarked for purposes such as parking spaces and services including but not limited to electric 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 shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces and the same shall be reserved for use by the association of allottees formed by the Allottees for rendering maintenance services.

15.COMPLIANCE WITH RESPECT TO THE APARTMENT:

- 15.1. Subject to para 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the Apartment at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the [Apartment or Plot], or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Apartment and keep the Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.
- 15.2. The Allottee further undertakes, assures and guarantees that he/she would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face facade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The 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 Apartment or place any heavy material in the common passages or staircase of the Building. The Allottee shall also not remove any wall including the outer and load bearing wall of the [Apartment/ Plot].
- 15.3. The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the association of 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.

16.COMPLIANCE OF LAWS, NOTIFICATIONS ETC.BY PARTIES:

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

17.ADDITIONAL CONSTRUCTIONS:

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

18.PROMOTER SHALL NOT MORTGAGE OR CREATEA CHARGE:

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

19.APARTMENT OWNERSHIP ACT (OR THE RELEVANT STATE ACT):

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

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

21.ENTIRE AGREEMENT:

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

22. RIGHT TO AMEND: This Agreement may only be amended through written consent of the Parties.

23. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE/ SUBSEQUENT ALLOTTEES:

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

24. WAIVER NOT A LIMITATION TO ENFORCE:

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

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

25. SEVERABILITY:

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

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

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

27.FURTHER ASSURANCES:

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

28.PLACE OF EXECUTION:

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

29.NOTICES:

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)
_____M/s Promoter name
_____(Promoter Address)

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 he deemed to have been received by the promoter or the Allottee, as the case may be.

30. JOINTALLOTTEES:

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

31.SAVINGS:

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

32.GOVERNING LAW:

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the Act and the Rules and Regulations made thereunder including other applicable laws of India for the time being in force.

33.DISPUTE RESOLUTION:

That any dispute or difference which may arise between the Parties or his/her/their nominees or representatives, with regard to the construction, meaning and effect of this Agreement or any part thereof, or respecting the construction or any others matters relating to the construction shall be referred to Arbitration and the decision of the sole Arbitrator, if the Parties in dispute so agree, otherwise to two or more arbitrators, according to the parties of this Agreement one to be nominated by each party or his/her/their representatives and in case of difference of opinion between them by the umpire selected by them at the commencement of the reference and this clause shall be deemed to be a submission within the meaning of the Arbitration and Conciliation Act. 1996, including its statutory modification and re-enactment and in case their decision is not acceptable they shall have the right to move to the Court at Jalpaiguri.

IN WITNESS WHEREOF the Parties hereof have put their respective seal and signatures on this Agreement to Sale on the day, month and the year first above written.

The contents of this document have been gone through & understood personally by all the Parties hereof.

<p>WITNESSES</p> <p>1.</p> <p>Signature_____</p> <p>Name_____</p> <p>Address_____</p> <p>2.</p> <p>Signature_____</p> <p>Name_____</p> <p>Address_____</p>	<p>Allottee/Purchaser: (including joint buyers)</p> <p>1.</p> <p>Signature_____</p> <p>Name_____</p> <p>Address_____</p> <p>2.</p> <p>Signature_____</p> <p>Name_____</p> <p>Address_____</p> <p>Promoter/Developers/Vendor:</p> <p>1.</p> <p>Signature_____</p> <p>Name_____</p> <p>Address_____</p> <p>2.</p> <p>Signature_____</p> <p>Name_____</p> <p>Address_____</p>
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SCHEDULE "A"

All that piece or parcel of **LAND** in total measuring **11 KATHA 11 CHATAK 16 SQUARE FEET**, situated within **MOUZA DABGRAM**, appertaining to and forming part of **R.S. Plot No. 560/1008 (R.S.)** corresponding to its **L.R. Plot No. 42**, Recorded in **Khatian No. 2029 (old), 716/2 (R.S.)** corresponding to new **L.R. Khatian Nos. 58, 60, 57, 59, 136, 137, 138, 139, 140 and 134**, J.L. No. 02, **R.S. Sheet No. 8** corresponding to its **L.R. Sheet No. 40**, Pargana Baikunthapur, within the limits of **Ward No. 41** of Siliguri Municipal Corporation, under Police Station Bhaktinagar, District Jalpaiguri, in the State of West Bengal.

The said land is bounded and butted as follows :-

By North :- Land & House of Smt. Manju Deka & Bina Thapa,

By South :- Land & House of Smt. Kamala Rasaily & Others,

By East :- 24 feet (approx.) wide Metal Road,

By West :- 20 feet (approx.) wide Metal Road.

SCHEDULE “B”

ALL THAT One Unit being a **RESIDENTIAL Flat, Being No....., Super Built Up Area measuring Sq.ft. and Covered Area measuring Sq.ft. at FLOOR** together with the **RIGHT TO PARK** one car (measuring Sq.ft.) at Ground Floor of the Ground (Parking) + IV Storied Residential Building named **“LANDMARK RESIDENCY-I”** together with undivided proportionate right/share in the Schedule “A” land, situated within **MOUZA DABGRAM**, appertaining to and forming part of **R.S. Plot No. 560/1008 (R.S.)** corresponding to its **L.R. Plot No. 42**, Recorded in **Khatian No. 2029 (old), 716/2 (R.S.)** corresponding to new **L.R. Khatian Nos. 58, 60, 57, 59, 136, 137, 138, 139, 140 and 134**, J.L. No. 02, **R.S. Sheet No. 8** corresponding to its **L.R. Sheet No. 40**, Pargana Baikunthapur, within the limits of **Ward No. 41** of Siliguri Municipal Corporation, under Police Station Bhaktinagar, District Jalpaiguri, in the State of West Bengal.

SCHEDULE “C”

(Common Expenses)

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

SCHEDULE "D"
(COMMON PROVISIONS & UTILITIES)

1. Staircase and Stair case landing on all floors.
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 gates.
6. Top roof of the building.
7. Such other common part, area and equipments, installations, fixtures and fittings and space 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.

SCHEDULE “E”
(RESTRICTIONS ON THE PURCHASER/S)

1. Not to carry on or permit to be carried on upon the said unit and other space or any thereof any offensive or unlawful business whatsoever not to do or permit to be done anything in the said unit which may be illegal or forbidden under any law for the time being in force.
2. Not to do or permit to be done any act deed or thing which may render void or voidable any insurance of any unit/units or any part thereof or cause any increased premium to be payable in respect thereof.
3. Not to claim, division or partition of the said land and/or the common areas.
4. Not to decorate the exterior of the said unit/units which may be harmful for the units/structure of the building.
5. Not to throw or accumulate any dirt, rubbish or other refuse or permit the same to be thrown or accumulated in the said unit or any portion of the building.

SCHEDULE “F”
SPECIFICATION OF WORK:

Wall	125 mm Thick Brick wall with Plaster from both side.
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Door Frames	Wooden Door Frames (6"x2")
Door Shutters	30 mm flush door for all doors with SS hardware
Windows	Anodized Aluminium window with glass and iron grill for safety.
Flooring	Vitrified tiles flooring for all Rooms, balcony, kitchen and dining cum drawing hall
Tiles	Ceramic tiles in the bathroom upto the height of Dado level and upto 4' above kitchen counter
Kitchen Counter	Granite top and steel sink in normal size kitchen Counter
Electrification	Concealed type branded copper wiring with Modular switches. Service line shall be the responsibility of the purchaser. AC Wiring in Master Bedroom TV wiring in Master Bedroom and drawing hall
Toilet	Water Closet, one wash basin both White in color, two water taps, pillar cock for basin and overhead shower.
Wall Finish	putty finish with one coat cement primer.
Bathroom	CP fitting of Marc/Jaquar (Foam Flow)or Equivalent brand

SCHEDULE "G"

PAYMENT SCHEDULE: -

<u>No. of</u> <u>Installments</u>	<u>Particulars</u>	<u>%</u>	<u>Amount (Rs.)</u>
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1	At the time of Booking	10%	
2	Within 7 days of the Registration of the Agreement to Sales	10%	
3	At the time of Foundation	20%	
4	At the time of Roof Casting	20%	
5	At the time of Brick Wall & Plastering	15%	
6	At the time of flooring and lime panning	15%	
7	At the time of registry or possession	10%	
	Total	100%	

It is to be noted:

- I. That the full and final balance amount of the agreed consideration along with allied payments, if any shall be payable in full and final by the Purchaser/s to the Developer on the day of handing over the possession of the Schedule "B" property and /or on the day of registration, whichever is earlier.
- II. That it should be included here that the Purchaser/s may apply to any financial institution for housing loan etc. for the payment of aforesaid amount/s but the sole responsibility for the finance lies with the Purchaser/s and in no way shall affect the rights of the Vendors/Developer/Attorney in regards to the payment Schedule.
- III. That if the Purchaser/s fails to pay the sale price/consideration amount violating the terms of Clause - 3 of this Agreement then the Developer/Attorney shall charge interest @ 18% per annum to the Purchaser/s on the defaulted amount till the reasonable period of default at the sole discretion of which lies with the Developer/Attorney. However, the Developer/Attorney is/are at liberty at its discretion and may cancel this Agreement and deny the sale and in such case, it shall refund to the Purchaser/s, the amount after deducting 20% amount of the total sale consideration. Moreover, in the event of the default of the due payment by the Purchaser/s, then the Vendors/Developer/Attorney shall not be held responsible if he/they fails to complete the construction of the Schedule "B" property, mentioned within the time as stipulated in this Agreement.