

AGREEMENT FOR SALE

This Deed of Agreement for Sale is made on this the

_____ day of _____, 2020, at Siliguri.

BETWEEN

1. **SBA REALTORS PRIVATE LIMITED [PAN : AAQCS0958J]** a Private Limited Company, registered under the Indian Companies Act, 1956, bearing Certificate of Incorporation No. U45400WB2011PTC164925, dated 14.07.2011 having its registered office at C/o Naresh Kr. Agarwal, D - 3, Shanti Kunj, Shaktigarh, Road No. 1, Siliguri, P.O. Siliguri Bazar, P.S. Siliguri, Pin - 734005, Dist. Darjeeling, in the State of West Bengal and represented by one of its **DIRECTOR - MR MRINAL AGARWAL, [PAN : AKSPA1033F & AADHAAR : 7138 5840 4131]**, Son of Mr. Naresh Kumar Agarwal, Hindu by Religion, Indian by Nationality, Business by Occupation, residing at S. F. Road, Siliguri, P.O. Siliguri Bazar, P.S. Siliguri, Pin - 734005, Dist. Darjeeling, in the State of West Bengal.

2. **EASTERN HEIGHTS [PAN : AAHFE3053A]**, a Partnership Firm, having its Registered Office at Amtala Road, Ward No. 42 of Siliguri Municipal Corporation, P.O. Siliguri, P.S. Bhaktinagar, Pin - 734001, Dist. Jalpaiguri, in the State of West Bengal and represented by one of its **PARTNER - MR MRINAL AGARWAL, [PAN : AKSPA1033F & AADHAAR : 7138 5840 4131]**, Son of Mr. Naresh Kumar Agarwal, Hindu by Religion, Indian by Nationality, Business by Occupation, residing at S. F. Road, Siliguri, P.O. Siliguri Bazar, P.S. Siliguri, Pin - 734005, Dist. Darjeeling, in the State of West Bengal.

- hereinafter jointly called the "**VENDORS / FIRST PARTY**" (which expression shall mean and include unless exclude by or repugnant to the context be deemed to be his/her/their/sits directors, partners, heirs, executors, administrators, legal representatives and assigns) of the "**FIRST PART**".

AND


EASTERN HEIGHTS [PAN : AAHFE3053A], a Partnership Firm, having its Registered Office at Amtala Road, Ward No. 42 of Siliguri Municipal Corporation, P.O. Siliguri, P.S. Bhaktinagar, Pin - 734001, Dist. Jalpaiguri, in the State of West Bengal, India and represented by one of its **PARTNER - MR MRINAL AGARWAL, [PAN : AKSPA1033F & AADHAAR : 7138 5840 4131]**, Son of Mr. Naresh Kumar Agarwal, Hindu by Religion, Indian by Nationality, Business by Occupation, residing at S.F. Road, Siliguri, P.O. Siliguri Bazar, P.S. Siliguri, Pin - 734005, Dist. Darjeeling, in the State of West Bengal- hereinafter called the "**DEVELOPER / PROMOTER / CONFIRMING PARTY**" (which expression shall mean and include unless exclude by or repugnant to the context be deemed to be its partners, heirs, executors, administrators, legal representatives and assigns) of the "**SECOND PART**".

AND

SBA REALTORS PVT. LTD.


DIRECTOR

EASTERN HEIGHTS


PARTNER

EASTERN HEIGHTS


PARTNER

[IF THE ALLOTTEE IS A COMPANY]

_____, (CIN no. _____) a company incorporated under the provisions of the Companies Act (1956 or 2013 as the case may be), having its registered office at _____, (PAN _____) represented by its Authorized Signatory, _____ (AADHAAR - _____) duly authorized vide board resolution dated _____, hereinafter called as the "ALLOTTEE" (Which expression shall mean and include unless exclude by or repugnant to the context his/her/their/its heirs, executors, successors in interest, administrators, legal representatives and assignees).

[IF THE ALLOTTEE IS A PARTNERSHIP]

_____, a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at _____, (PAN _____), represented by its Authorized Partner, _____, (AADHAAR No. _____) authorised vide _____ hereinafter called as the "ALLOTTEE" (Which expression shall mean and include unless exclude by or repugnant to the context his/her/their/its heirs, executors, successors in interest, administrators, legal representatives and assignees).

[IF THE ALLOTTEE IS AN INDIVIDUAL]

SRI/SMT _____ (PAN- _____ & AADHAAR - _____), Son/father/husband/wife of _____, Hindu/Muslim/Sikh by Religion, Business/Service by Occupation, Indian by Nationality/Citizenship, residing at _____, P.O. _____, P.S. _____, Pin - _____, Dist. _____, in the State of _____ - hereinafter called as the "ALLOTTEE" (Which expression shall mean and include unless exclude by or repugnant to the context his/her/their/its heirs, executors, successors, administrators, legal representatives and assignees).

[IF THE ALLOTTEE IS A HUF]

_____, a Hindu Undivided Family (HUF), (PAN - _____) having its place of business at _____, P. O. _____, P. S. _____, Pin - _____, Dist. _____, in the State of _____, represented by its Karta MR _____, (PAN - _____ & AADHAAR - _____) son of _____, Hindu/Muslim/Sikh by Religion, Business/Service by Occupation, Indian by Nationality/Citizenship, residing at _____, P.O. _____, P.S. _____, Pin - _____, Dist. _____, in the State of _____ - hereinafter called as the "ALLOTTEE" (Which expression shall mean and include unless exclude by or repugnant to the context his/her/their/its heirs, executors, successors, administrators, legal representatives and assignees).

SBA REALTORS PVT. LTD.



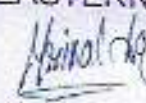
DIRECTOR

EASTERN HEIGHTS



PARTNER

EASTERN HEIGHTS



PARTNER

D). WHEREAS the VENDOR NO.1 - SBA REALTORS PRIVATE LIMITED, acquired by way of purchase, for valuable consideration and is the sole, absolute and exclusive owner in peaceful possession of all that pieces and parcels of the:-

Land Measuring 6 Kathas 2 Chhataks or equal to 10.10625 Decimals, in part of R.S. Plot No. 144, recorded in R.S. Khatian No. 291/18, under R.S. Sheet No. 5, J.L. No. 2, situated at Mouza - Dabgram, Pargana - Baikunthapur, P.S. Bhaktinagar, Dist. Jalpaiguri, within Ward No. 42 of Siliguri Municipal Corporation, by virtue of Deed of Conveyance, being Document No. I-149 for the year 2012, recorded in Book No. I, CD Volume No. 1, Pages from 2339 to 2357, duly executed by Sri Jayabrata Roy & Others of Mahananda Para, Siliguri and registered at the Office of the Addl. District Sub-Registrar Rajganj, Dist. Jalpaiguri;

Land Measuring 5 Kathas 5 Chhataks or equal to 8.765625 Decimals, in part of R.S. Plot No. 159, recorded in R.S. Khatian No. 291/17, under R.S. Sheet No. 5, J.L. No. 2, situated at Mouza - Dabgram, Pargana - Baikunthapur, P.S. Bhaktinagar, Dist. Jalpaiguri, within Ward No. 42 of Siliguri Municipal Corporation, by virtue of Deed of Conveyance, being Document No. I-150 for the year 2012, recorded in Book No. I, CD Volume No. 1, Pages from 2358 to 2376, duly executed by Sri Jayabrata Roy & Others of Mahananda Para, Siliguri and registered at the Office of the Addl. District Sub-Registrar Rajganj, Dist. Jalpaiguri;

Land Measuring 37 Kathas or equal to 61.05 Decimals, in part of R.S. Plot No. 159, recorded in R.S. Khatian No. 291/17, under R.S. Sheet No. 5, J. L. No. 2, situated at Mouza Dabgram, Pargana-Baikunthapur, P.S. Bhaktinagar, Dist. Jalpaiguri, within Ward No. 42 of Siliguri Municipal Corporation, by virtue of Deed of Conveyance, being Document No. I-151 for the year 2012, recorded in Book No. I, CD Volume No. 1, Pages from 2377 to 2395, duly executed by Sri Jayabrata Roy & Others of Mahananda Para, Siliguri and registered at the Office of the Addl. District Sub-Registrar Rajganj, Dist. Jalpaiguri;

Land Measuring 37 Kathas or equal to 61.05 Decimals, out of which land measuring 9 Kathas 10 Chhataks in part of R.S. Plot No. 144 recorded in R.S. Khatian No. 291/18 and land measuring 27 Kathas 6 Chhataks in part of R.S. Plot No. 159, recorded in R. S. Khatian No. 291/17, respectively under R. S. Sheet No. 5, J.L. No. 2, situated at Mouza - Dabgram, Pargana - Baikunthapur, P.S. Bhaktinagar, Dist- Jalpaiguri, within Ward No. 42 of Siliguri Municipal Corporation, by virtue of Deed of Conveyance, being Document No. I-152 for the year 2012, recorded in Book No. I, duly executed by Sri Jayabrata Roy & Others of Mahananda Para, Siliguri and registered at the Office of the Addl. District Sub-Registrar Rajganj, Dist. Jalpaiguri;

SBA REALTORS PVT. LTD.

Maximal

DIRECTOR

EASTERN HEIGHTS

Maximal

PARTNER

EASTERN HEIGHTS

Maximal

PARTNER

Land Measuring 9.69 Kathas or equal to 16 Decimals, in part of R.S. Plot Nos. 160 [0.13 Acres or equal to 13 Decimals] & 144/395 [0.03 Acres or equal to 3 Decimals] respectively corresponding to L.R. Plot No. 405, recorded in R.S. Khatian No. 294 corresponding to L.R. Khatian No. 1587, under R.S. Sheet No. 5 corresponding to L.R. Sheet No. 4, J.L. No. 2, situated at Mouza- Dabgram, Pargana - Baikunthapur, P.S. Bhaktinagar, Dist- Jalpaiguri, within Ward No. 42 of Siliguri Municipal Corporation, by virtue of Deed of Conveyance, being Document No. I-4266 for the year 2017, recorded in Book No. I, duly executed by Smt. Nateshwari Adhikari & Others of Roy Colony, Sevoke Road, Siliguri and registered at the Office of the Addl. District Sub-Registrar Bhaktinagar, Dist. Jalpaiguri;

AND WHEREAS by virtue of aforesaid Five Separate Deed of Conveyance being Document No's. I-00149 for the year 2012, I-00150 for the year 2012, I-00151 for the year 2012, I-00152 for the year 2012 & I-4266 for the year 2017 the **VENDOR NO. 1** became the sole absolute owner of the aforesaid land total measuring 95.1275 Kathas, but now the **VENDOR NO. 1**, only in possession of land measuring **86.535 Kathas**, having permanent, heritable & transferable right, title & interest therein.

AND WHEREAS the aforesaid **VENDOR NO. 1** also recorded the aforesaid land in its name in the Record of Rights at the Office of B.L. & L.R.O Rajganj and shall ever since One New L.R. Khatian, being Khatian No. 1587 was framed in the name of **VENDOR NO. 1 - SBA REALTORS PRIVATE LIMITED**, as per provision of W.B.L.R. Act, 1955 & also converted the aforesaid land from **Dahala to Bastu, Vide Conversion**, being Case No. 221/12-13/SDLLRO(S)/JAL & being Case No. 222/12-13/SDLLRO(S)/JAL, dated 16-01-2013.

AND WHEREAS the aforesaid **VENDOR NO. 1 - SBA REALTORS PRIVATE LIMITED** had also obtained a separate Holding No. from Siliguri Municipal Corporation against the aforesaid land, being **Holding No. VL / 100 / A / 69**.

II). WHEREAS the **VENDOR NO. 2 - EASTERN HEIGHTS**, acquired by way of purchase, for valuable consideration and is the sole, absolute and exclusive owner in peaceful possession of all that pieces and parcels of the:-

Land Measuring 5 Kathas or equal to 8.25 Decimals, in part of R.S. Plot No. 145, recorded in R.S. Khatian Nos. 291/9 & 291/18, under R.S. Sheet No. 5, J.L. No. 2, situated at Mouza- Dabgram, Pargana - Baikunthapur, P.S. Bhaktinagar, Dist- Jalpaiguri, by virtue of Deed of Conveyance, being Document No. I-6661 for the year 2018, recorded in Book No. I, Volume No. 0711-2018, Pages from 156819 to 156837, duly executed by Smt Manisha Choudhury, W/o Sri Rajiv Choudhury of Iskon Mandir Road, Siliguri and registered at the Office of the Addl. District Sub-Registrar Bhaktinagar, Dist. Jalpaiguri;

SBA REALTORS PVT. LTD.

Manish Ch
DIRECTOR

EASTERN HEIGHTS

Manish Ch
PARTNER

EASTERN HEIGHTS

Manish Ch
PARTNER

Land Measuring 5 Kathas or equal to 8.25 Decimals, in part of R.S. Plot No. 145, recorded in R.S. Khatian No. 291/18, under R.S. Sheet No. 5, J.L. No. 2, situated at Mouza-Dabgram, Pargana- Baikunthapur, P.S. Bhaktinagar, Dist. Jalpaiguri, by virtue of Deed of Conveyance, being Document No. I-6662 for the year 2018, recorded in Book No. I, Volume No. 0711-2018, Pages from 156799 to 156818, duly executed by Smt Khusboo Choudhry, W/o Sri Sandip Choudhry of Iskcon Mandir Road, Siliguri and registered at the Office of the Addl. District Sub-Registrar Bhaktinagar, Dist. Jalpaiguri;

Land Measuring 2 Kathas or equal to 3.3 Decimals, in part of R.S. Plot No. 145, recorded in R.S. Khatian No. 291/18, under R.S. Sheet No. 5, J.L. No. 2, situated at Mouza-Dabgram, Pargana- Baikunthapur, P.S. Bhaktinagar, Dist. Jalpaiguri, by virtue of Deed of Conveyance, being Document No. I-6723 for the year 2018, recorded in Book No. I, Volume No. 0711-2018, Pages from 158599 to 158618, duly executed by Smt Khusboo Choudhry, W/o Sri Sandip Choudhry of Iskcon Mandir Road, Siliguri and registered at the Office of the Addl. District Sub-Registrar Bhaktinagar, Dist. Jalpaiguri;

Land Measuring 2 Kathas or equal to 3.3 Decimals, in part of R.S. Plot No. 145, recorded in R.S. Khatian No's. 291/9 & 291/18, under R.S. Sheet No. 5, J.L. No. 2, situated at Mouza-Dabgram, Pargana- Baikunthapur, P.S. Bhaktinagar, Dist. Jalpaiguri, by virtue of Deed of Conveyance, being Document No. I-6808 for the year 2018, recorded in Book No. I, Volume No. 0711-2018, Pages from 159570 to 159589, duly executed by Smt Manisha Choudhury, W/o Sri Rajeev Choudhury of Iskcon Mandir Road, Siliguri and registered at the Office of the Addl. District Sub-Registrar Bhaktinagar, Dist. Jalpaiguri;

AND WHEREAS by virtue of aforesaid Four Separate Deed of Conveyance, **Document No's. I-6661** for the year 2018, **I-6662** for the year 2018, **I-6723** for the year 2018 & **I-6808** for the year 2018 the **VENDOR NO. 2**, became the sole, absolute and exclusive owner of the aforesaid land total measuring 5 Kathas + 5 Kathas + 2 Kathas + 2 Kathas = **14 Kathas**, having permanent heritable & transferable right, title & interest therein.

AND WHEREAS the aforesaid **VENDOR NO. 2** also recorded the aforesaid land in its name in the Record of Rights at the Office of B.L. & L.R.O Rajganj and shall ever since One New L.R. Khatian, being Khatian No. 1943 was framed in the name of **VENDOR NO. 2 - EASTERN HEIGHTS** as per provision of W.B.L.R. Act, 1955.

AND WHEREAS the aforesaid **VENDOR NO. 2** had also obtained a separate Holding No. from Siliguri Municipal Corporation against the aforesaid land in the name of **VENDOR NO. 2**, being **Holding No. 100 / A / 82** and **100 / A / 83**.

AND WHEREAS the aforesaid **SBA REALTORS PRIVATE LIMITED** (Vendor No. 1) & **EASTERN HEIGHTS** (Vendor No. 2), duly amalgamated their aforesaid total respective land measuring $86.535 + 14.00 = 100.535$ Kathas into a single land by executed a **DEED OF AMALGAMATION, DATED 13TH DAY OF FEBRUARY, 2019**.

SBA REALTORS PVT. LTD.

Manish Ch

DIRECTOR

EASTERN HEIGHTS

Manish Ch

PARTNER

EASTERN HEIGHTS

Manish Ch

PARTNER

AND WHEREAS, thereafter the aforesaid **SBA REALTORS PRIVATE LIMITED (Vendor No. 1) & EASTERN HEIGHTS (Vendor No. 2)** had jointly appointed to the **EASTERN HEIGHTS**, a Partnership Firm, as a Developer/Promoter/Confirming Party for construction/development of a Proposed Basement + Lower Ground + Upper Ground + 5 storied Commercial Building on the aforesaid **total plot of land measuring about 100.535 Kathas** [little more or less] by virtue of **Joint Development Agreement**, vide Deed No. 1-4364 for the year 2020, recorded in Book No. 1, Volume No. 0711-2020, Pages from 116676 to 116715 and registered in the office of the A.D.S.R. Bhaktinagar, Dist. Jalpaiguri.

AND WHEREAS the aforesaid **Vendor No. 1 & Vendor No. 2** had also got **Land Use Compatibility Certificate [LUCC]** from **Siliguri Jalpaiguri Development Authority [SJDA]** vide **Memo No. 3363/ SJDA dated 29.05.2019**.

AND WHEREAS Vendors / Developer have also obtained the Sanction Building Plan from Siliguri Municipal Corporation for Proposed Basement + Lower Ground + Upper Ground + 5 Storied Commercial Building vide **Plan No. 593 dated 31.08.2019** upon the aforesaid plot of land measuring about 100.535 Kathas.

AND WHEREAS to distinguish the Proposed Basement + Lower Ground + Upper Ground + 5 Storied Commercial Building and with a view to assign an identity to the building, the Vendors / Developer decided to name the building as **"DWARIKA HEIGHTS"**.

AND WHEREAS the Vendors/Developer has already constructed/in process of construction of the said Proposed Basement + Lower Ground + Upper Ground + 5 Storied Commercial Building divided into several independent units/shop/office/parking premises.

AND WHEREAS the Vendors/Developer has formulated a scheme to enable a person/persons/party intending to have own ownership units/shop/office/parking premises in the said Proposed Basement + Lower Ground + Upper Ground + 5storied Commercial Building along with undivided proportionate share in the land mentioned in SCHEDULE - "A" and the common areas in the said Building such as the landings, staircase, common passage in the building. The word "Proportionate" shall mean the proportion which the built-up area of the said unit/shop/office/parking premises bears to the total built-up area of the said Building.

AND WHEREAS The Vendors / Developer herein decided or agreed to sell and the Allottee/s herein have agreed to purchase one unit/shop/office/parking premises on the _____ Floor, measuring _____ Sq. Ft. (Super Built-up area), morefully described in the SCHEDULE - "B" hereunder below, the same as so to be erected of the building popularly known as **"DWARIKA HEIGHTS"** situated at Eastern Bye Pass, Comprised in R.S. Khatian No's. 291/9, 291/17, 291/18 & 294 corresponding to L.R. Khatian No's.1587 & 1943, comprised in R.S. Plot No's.144, 145, 159, 160, 144/395 corresponding to L.R. Plot No's. 404, 405, 406, 407 & 408 of R.S. Sheet No. 5 corresponding to L.R. Sheet No. 4, Mouza - Dabgram, J.I. No. 2, ParganaBaikunthapur, P.S. Bhaktinagar, within Ward No. 42

SBA REALTORS PVT. LTD.

DIRECTOR

EASTERN HEIGHTS

PARTNER

EASTERN HEIGHTS

PARTNER

of Siliguri Municipal Corporation, Dist. Jalpaiguri, morefully & particularly described in the SCHEDULE – "A" below.

- A. The parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;
- B. 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;
- C. 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
- D. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the parties, the Vendors / Developer hereby agrees to sell and the Allottee/s hereby agrees to purchase the unit/shop/office/parking as fully described in Schedule - B below.

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

1. TERMS

Subject to the terms and conditions as detailed in this Agreement, the Vendors/Developer agrees to sell to the Allottee/s and the Allottee/s hereby agrees to purchase, the aforesaid unit/shop/office as described in SCHEDULE – "B" below.

The Total Price for the [unit/shop/office/parking] based on the carpet area is Rs. _____/- (Rupees _____) only (Total price) (Give break up and description):

Block/Building/Tower No. _____	Rate of Unit/Shop/Office/Parking per Sq. Ft. _____
Unit/Shop/Office No. _____	
Type _____	
Floor _____	

SBA REALTORS PVT. LTD.

Minul Das

DIRECTOR

EASTERN HEIGHTS

Minul Das

PARTNER

EASTERN HEIGHTS

Minul Das

PARTNER

* provide breakup of the amounts such as cost of Unit/Shop/Office/Parking, proportionate cost of common areas, preferential location charges, taxes etc.

AND [if/as applicable]

Garage/closed parking-1	Price for 1
Garage/closed parking-2	Price for 2

Explanation:

- i. That the Total Price above includes the booking amount paid by the Allottee/s to the Vendors / Developer towards the [unit/shop/office/parking].
- ii. That the Total Price above excludes Taxes (consisting of tax paid or payable by the Vendors/Developer by way of Value Added Tax, Service Tax, GST and Cess or any other similar taxes which may be levied, in connection with the construction of the project payable by the Vendors / Developer) up to the date of handing over the possession of the [unit/shop/office/parking]:

Provided that in case there is any change/modification in the taxes, the subsequent amount payable by the Allottee/s to the Vendors/Developer shall be increased/reduced based on such change/modification,

- iii. That the Vendors/Developer shall periodically intimate to the Allottee/s, the amount payable as stated in (i) above and the Allottee/s shall make payment within 30 days from the date of such written intimation. In addition, the Vendors/Developer shall provide to the Allottee/s the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective,
- iv. That the Total Price of [unit/shop/office/parking] includes: 1) Pro rata share in the common areas; and 2) ___ garage(s)/closed parking(s) as provided in the Agreement.

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

That the Allottee/s shall make the payment as per the payment plan set out in **SCHEDULE – “C” (“Payment Plan”)**.

SBA REALTORS PVT. LTD.

Harinal Singh
DIRECTOR

EASTERN HEIGHTS

Harinal Singh
PARTNER

EASTERN HEIGHTS

Harinal Singh
PARTNER

That the Vendors/Developer may allow, in its sole discretion, a rebate for early payments of instalments payable by the Allottee/s by discounting such early payments @ _____% per annum for the period by which the respective instalment has been prepared. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee/s by the Vendors/Developer.

It is agreed that the Vendors/Developer shall not make any additions and alterations in the sanctioned plans, layouts plans and specifications and the nature of fixtures, fittings and amenities described therein in respect of the, unit/shop/office/parking premises of the building, as the case may be, without the previous written consent of the Allottee/s. Provide that the Vendors/Developer may make such minor additions or alterations as may be required by the Allottee/s, or such minor changes or alterations as per the provisions of the Act.

That the Vendors/Developer agrees and acknowledges the Allottee/s shall have the right to the [unit/shop/office/parking] as mentioned below:

- a) The Allottee/s shall have exclusive ownership of the [unit/shop/office/parking];
- b) The Allottee/s shall also have undivided proportionate share in the common areas. Since the share/interest of Allottee/s in the common areas is undivided and cannot be divided or separated, the Allottee/s shall use the common areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. Further, the right of the Allottee/s to use the common areas shall always be subject to the timely payment of maintenance charges and other charges as applicable. It is clarified that the Vendors/Developer shall convey undivided proportionate title in the common areas to the association of Allottee/s as provided in the Act.
- c) That the computation of the price of the [unit/shop/office/parking] includes recovery of price of land, construction of [not only the BUILDING] but also the common areas, internal development charges, external development charges, cost of providing electric wiring, fire detection and fire fighting equipment in the common areas etc., and includes cost for providing all other facilities as provided within the project.

It is made clear by the Vendors/Developer and the Allottee/s agrees that the unit/shop/office/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 purposes of integration of infrastructure for the benefit of the Allottee/s. It is clarified that project's facilities and amenities shall be available only for use and enjoyment of the Allottee/s of the Project.

The Vendors/Developer agrees to pay all outgoings before transferring the physical possession of the unit/shop/office/parking to the Allottee/s, which it has collected from the Allottee/s, 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

SBA REALTORS PVT. LTD.

DIRECTOR

EASTERN HEIGHTS

PARTNER

EASTERN HEIGHTS

PARTNER

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 Vendors/Developer fails to pay all or any of the outgoings collected by it from the Allottee/s or any liability, mortgage loan and interest thereon before transferring the building to the Allottee/s, the Vendors/Developer agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefore by such authority or person.

The Allottee/s has paid a sum of Rs. _____/- (Rupees _____) only as booking amount being part payment towards the total Price of the [unit/shop/office/parking] at the time of application the receipt of which the Vendors/Developer hereby acknowledges and the Allottee/s hereby agrees to pay the remaining price of the [unit/shop/office/parking] as prescribed in the payment plan as may be demanded by the Vendors/Developer within the time and in the manner specified therein and the aforesaid price is exclusive of GST which is fully described below with heading of Schedule - "C" ("Payment Plan") for Shop:

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

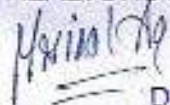
2. MODE OF PAYMENT

Subject to the terms of the Agreement and the Vendors/Developer abiding by the construction milestones, the Allottee/s shall make all payments, on demand by the Vendors/Developer, within the stipulated time as mentioned in the payment plan through A/c payee cheque/demand draft or online payment (as applicable) in favour of "EASTERN HEIGHTS" (the Developer of these present), payable at Siliguri.

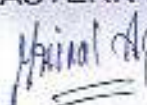
3. COMPLIANCE OF LAWS RELATING TO REMITTANCES

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


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The Vendors/Developer accepts no responsibility in this regard. The Allottee/s shall keep the Vendors/Developer fully indemnified and harmless in this regard. Whenever there is any change in the commercial status of the Allottee/s subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee/s to intimate the same in writing to the Vendors/Developer immediately and comply with necessary formalities if any under the applicable laws. The Vendors/Developer 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 unit/shop/office/parking applied for herein in any way and the Vendors/Developer shall be issuing the payment receipts in favour of the Allottee/s only.

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS

The Allottee/s authorizes the Vendors/Developer to adjust/appropriate all payments made by him/her/them under any head(s) of dues against lawful outstanding, if any, in his/her name as the Vendors/Developer may in its sole discretion deem fit and the Allottee/s undertakes not to object/demand/direct the Vendors/Developer to adjust his payments in any manner.

5. TIME IS ESSENCE

Time is of essence for the Vendors/Developer as well as the Allottee/s. The Vendors/Developer shall abide by the time schedule for completing the project and handing over the unit/shop/office/parking premises to the Allottee/s and the common areas to the association of the Allottee/s after receiving the Occupancy Certificate or the Completion Certificate or both, as the case may be. Similarly, the Allottee/s shall make timely payments of the instalment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Vendors/Developer as provided in **SCHEDULE – “C” (“Payment Plan”)**.


6. CONSTRUCTION OF THE PROJECT/BUILDING

The Allottee/s has seen the specifications of the unit/shop/office/parking premises of the project/building and accepted the Payment plan, floor plans, layout plans which has been approved by the competent authority, as represented by the Vendors/Developer. The Vendors/Developer shall develop the Project in accordance with the said layout plans, floor plans and specifications. Subject to the terms in this Agreements, the Vendors/Developer 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 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 terms by the Vendors/Developer shall constitute a material breach of the Agreement.

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7. POSSESSION OF THE BUILDING/PLOT

SCHEDULE FOR POSSESSION OF THE SAID BUILDING: – The Vendors/Developer agrees and understands that timely delivery of possession of the unit/shop/office/parking premises of the building is the essence of the Agreement. The Vendors/Developer, based on the approved plans and specifications, assures to hand over possession of the unit/shop/office/parking premises of the building on, _____ unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project (“Force Majeure”). If, however, the completion of the project is delayed due to the Force Majeure conditions then the Allottee/s agrees that the Vendors/Developer shall be entitled to the extension of time for delivery that the Vendors/Developer shall be entitled to the extension of time for delivery of possession of the unit/shop/office/parking premises of the building, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee/s agrees and confirms that, in the event it becomes impossible for the Vendors/Developer to implement the project due to Force majeure conditions, then this allotment shall stand terminated and the Vendors/Developer shall refund to the Allottee/s the entire amount received by the Vendors/Developer from the allotment within 45 days from that date. After refund of the consideration paid by the Allottee/s, Allottee/s agrees that he/she shall not have any rights, claims etc. against the Vendors/Developer and that the Vendors/Developer be released and discharged from all its obligations and liabilities under this Agreement.


PROCEDURE FOR TAKING POSSESSION:- The Vendors/Developer, upon obtaining the occupancy certificate from the competent authority shall offer in writing the possession of the unit/shop/office/parking premises, to the Allottee/s in terms of this Agreement to be taken within 3 months from the date of issue of such notice and the Vendors/Developer shall give possession of the unit/shop/office/parking premises to the Allottee/s. The Vendors/Developer agrees and undertakes to indemnify the Allottee/s in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Vendors/Developer. The Allottee/s agrees(s) to pay the maintenance charges as determined by the Association of Allottee/s, as the case may be. The Vendors/Developer on its behalf shall offer the possession to the Allottee/s in writing within days of receiving the occupancy certificate of the project.

FAILURE OF ALLOTTEE/S TO TAKE POSSESSION OF APARTMENT: –Upon receiving a written intimation from the Vendors/Developer as per Second Para of Clause 7, the Allottee/s shall take possession of the unit/shop/office/parking premises from the Vendors/Developer by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and Vendors/Developer shall give possession of the unit/shop/office/parking premises to the Allottee/s. In case the Allottee/s fails to take possession within the time provided in Second Para of Clause 7, such Allottee/s shall continue to be liable to pay maintenance charges as applicable.

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POSSESSION BY THE ALLOTTEE/S: – After obtaining the Occupancy Certificate and handing over physical possession of the unit/shop/office/parking Space to the Allottee/s, it shall be the responsibility of the Vendors/Developer to hand over the necessary documents and plans, including common areas, to the association of the Allottee/s or the competent authority, as the case may be, as per the local laws.

CANCELLATION BY ALLOTTEE/S: –The Allottee/s shall have the right to cancel/withdraw his allotment in the Project as provided in the Act:

Provided that where the Allottee/s proposes to cancel/withdraw from the project without any fault of the Vendors/Developer, the Vendors/Developer herein is entitled to forfeit the booking amount paid for the allotment. The balance amount of money paid by the Allottee/s shall be returned by the Vendors/Developer to the Allottee/s within 45 days of such cancellation.

COMPENSATION: - The Vendors/Developer shall compensate the Allottee/s in case of any loss caused to him due to defective title of the land, on which the project is being developed or has been developed, in the manner as provided under the Act and the claim for compensation under this section shall not be barred by limitation provided under any law for the time being in force.

Except for occurrence of a Force Majeure event, if the Vendors/Developer fails to complete or is unable to give possession of the unit/shop/office/parking premises (i) In accordance with the terms of this Agreement, duly completed by the date specified herein; or (ii) Due to discontinuance of his business as a Vendors/Developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Vendors/Developer shall be liable, on demand to the Allottee/s, in case the Allottee/s 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 unit/shop/office/parking premises, with interest at the rate specified in the Rules within 45 days including compensation in the manner as provided under Act. Provided that where if the Allottee/s does not intend to withdraw from the project, the Vendors/Developer shall pay the Allottee/s interest at the rate specified in the Rules for every month of delay, till the handing over of the possession of the premises.

8. REPRESENTATIONS & WARRANTIES OF THE VENDORS/ DEVELOPER

That the Vendors/Developer hereby represents and warrants to the Allottee/s as follows:

- a) The [Vendors/Developer] 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;

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- b) The Vendors/Developer has lawful rights and requisite approvals from the competent Authorities to carry out Development of the Project;
- c) There are no encumbrances upon the said land or the project;
- d) There are no litigations pending before any court of law with respect to the said land, project or the building;
- e) All approvals, licenses and permits issued by the competent authorities with respect to the project, said land and [unit/shop/office/parking premises] are valid and subsisting and have been obtained by following due process of law. Further, the Vendors/Developer 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 [unit/shop/office/parking premises] and common areas;
- f) The Vendors/Developer 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/s created herein, may prejudicially be affected;
- g) The Vendors/Developer 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 [unit/shop/office/parking premises] which will, in any manner, affect the rights of Allottee/s under this Agreement;
- h) The Vendors/Developer confirms that the Vendors/Developer is not restricted in any manner whatsoever from selling the said [unit/shop/office/parking premises] to the Allottee/s in the manner contemplated in this Agreement;
- i) At the time of execution of the conveyance deed the Vendors/Developer shall handover lawful, vacant, peaceful, physical possession of the [unit/shop/office/parking premises] to the Allottee/s and the common areas to the Association of the Allottee/s;
- j) 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;
- k) The Vendors/Developer 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;
- l) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for

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acquisition or requisition of the said property) has been received by or served upon the Vendors/Developer in respect of the said Land and/or the Project.

9. EVENTS OF DEFAULTS AND CONSEQUENCES

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

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

In case of Default by Vendors/Developer under the conditions listed above, Allottee/s is entitled to the following:

- i. Stop making further payments to Vendors/Developer as demanded by the Vendors/Developer. If the Allottee/s stops making payments, the Vendors/Developer shall correct the situation by completing the construction milestones and only thereafter the Allottee/s be required to make the next payment without any penal interest; or
- ii. The Allottee/s shall have the option of terminating the Agreement in which case the Vendors/Developer shall be liable to refund the entire money paid by the Allottee/s under any head whatsoever towards the purchase of the apartment, along with interest at the rate specified in the Rules within 45 days of receiving the termination notice:

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

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

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

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- ii. In case of Default by Allottee/s under the condition listed above continues for a period beyond consecutive months after notice from the Vendors/Developer in this regard, the Vendors/Developer shall cancel the allotment of the apartment in favour of the Allottee/s and refund the amount money paid to him by the Allottee/s by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated.

10. CONVEYANCE OF THE SAID UNIT/SHOP/OFFICE/PARKING PREMISES

The Vendors/Developer, on receipt of complete amount of the Price of the unit/shop/office premises under the Agreement from the Allottee/s, shall execute a conveyance deed and convey the title of the unit/shop/office premises together with proportionate undivided share in the Common Areas within 3 (three) months from the issuance of the Occupancy Certificate*. However, in case the Allottee/s fails to deposit the Stamp Duty, Registration Charges and all other incidental and legal expenses etc. So demanded within the period mentioned in the demand letter, the Allottee/s authorizes the period mentioned in the demand letter, the Allottee/s authorizes the unit/shop/office/parking Space to with hold registration of the conveyance deed in his/her favour till full and final settlement of all dues and Stamp Duty And Registration Charges to the Vendors/Developer is made by the Allottee/s. The Allottee/s shall be solely responsible and liable for compliance of the provision of Indian Stamp Act, 1899 including any actions taken or deficiencies/penalties imposed by the competent authority(ies).

11. MAINTENANCE OF THE SAID BUILDING/ PROJECT

The Allottee/s shall charge one time maintenance charge before the Registration of the Sale Deed in favour of the EASTERN HEIGHTS (the Developer of these present) for 24 months and said amount shall be Rs. _____/- (Rupees _____) only exclusive of GST or any other taxes as applicable at that time and after that the Vendors/Developer shall hand over the said unit/shop/office/parking premises to the association of building complex which shall be formed amongst the Allottee/s who will realize maintenance charge as decided by the association of building complex. The cheque payable to the Developer shall be paid separately for this head. If even after the period of ___ months any members/occupants of building complex are unsold the Vendors/Developer shall be liable to pay proportionate charges for maintenance of those units/shops/office premises as may fixed by the association of the building complex.

DELAY/ FAILURE IN PAYMENT OF MAINTENANCE CHARGES: - Allottee/s agree/s and understand/s that the right entrance to the aforesaid unit/shop/office/parking premises shall be subject to the payment of the maintenance charges and performance of all the covenants of these presents or as may be imposed by Vendors/Developer or the association of the building complex appointed by Vendors/Developer or association of the building complex on its sole discretion can disconnect any or all the services and connections if maintenance and/ or consumptions/ usage charges are not forthcoming subject to penal interests.

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DIRECTOR

EASTERN HEIGHTS

Manish Ch
PARTNER

EASTERN HEIGHTS

Manish Ch
PARTNER

INTERNAL MAINTENANCE: -The scavenging of Common Area will be carried out by Vendors/Developer or Association of the building complex but those inside the said unit/shop/office/parking premises will be carried out by Allottee/s only.

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 Vendors/Developer as per the Agreement for sale relating to such development is brought to the notice of the Vendors/Developer within a period of 5 (five) years by the Allottee/s from the date of Handing over possession, it shall be the duty of the Vendors/Developer to rectify such defects without further charge, within 30 (thirty) days, and in the event of Vendors/Developer failure to rectify such defects within such time, the aggrieved Allottee/s shall be entitled to receive appropriate compensation in the manner as provided under the Act.

13. RIGHT OF ALLOTTEE/S TO USE COMMON AREAS & FACILITIES SUBJECT TO PAYMENT OF TOTAL MAINTENANCE CHARGES

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

14. RIGHT TO ENTER INTO UNIT/SHOP/OFFICE/PARKING PREMISES FOR REPAIRS

The Vendors/Developer/ Maintenance Agency/Association of Allottee/s shall have rights of unrestricted access of all Common Areas, Garages/Parking's and Parking Space (if) for providing necessary maintenance services and the Allottee/s agrees to permit the association of Allottee/s and/or maintenance agency to enter into the unit/shop/office/parking premises or circumstances warrant otherwise, with a view to set right any defect.

15. NO OBJECTION

That the Developer shall have all the right, title and interest over the top roof, terrace of the building and shall be entitled to install any sort of tower for which the Allottee/s shall have no objection. That the Developer shall have the absolute right, title and interest over the same and can sell, lease or construct on the top roof of the building and use the top roof in any manner whatsoever including installation of any sort of tower, dish antenna, etc. That the Developer shall have full right to use the outer portion/exterior of the building for the purpose

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Mehal Singh

DIRECTOR

EASTERN HEIGHTS

Mehal Singh

PARTNER

EASTERN HEIGHTS

Mehal Singh

PARTNER

of the advertisement/display & the Allottee/s shall have no right in the said top roof of the building.

And out of aforesaid unit/shop/office/parking space of the building the Developer shall have exclusive right over the unsold portion and Hotel Area of the Project and the Allottee/s shall have no objection in this regards.

16. USAGE

USE OF BASEMENT AND SERVICE AREAS:- The basement(s) and service areas, if any, as located within the "EASTERN HEIGHTS", 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 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 Allottee/s formed by the Allottee/s for rendering maintenance services.

17. GENERAL COMPLIANCE WITH RESPECT TO THE UNIT / SHOP / OFFICE / PARKING SPACE

Subject to Clause 12 above, the Allottee/s shall, after taking possession, be solely responsible to maintain the unit/shop/office/parking premises at his/her/its own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, 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 unit/shop/office/parking premises and keep the unit/shop/office/parking premises, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc., of the building is not in any way damaged or jeopardized. The Allottee/s shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows (if) or carryout any change in the exterior elevation or design. Further the Allottee/s shall not place any heavy material in the common passages or staircase of the building. The Allottee/s shall also not remove any wall, including the outer and load bearing wall of the building. The Allottee/s shall plan and distribute its electrical load in conformity with the electrical systems installed by the Vendors/Developer and thereafter the association of Allottee/s and/or maintenance agency appointed by association of Allottee/s. The Allottee/s shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

18. COMPLIANCE OF LAWS, NOTIFICATIONS ETC., BY ALLOTTEE

The Allottee/s is entering into this Agreement for the allotment of unit/shop/office/parking premises with the full knowledge of all laws, rules, regulations, notifications applicable to the project in general and this project in particular. That the Allottee/s hereby undertakes that

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he/she shall comply with and carry out, from time to time after he/she has taken over for occupation and use the said unit/shop/office/parking premises, all the requirements, requisitions, demands and repairs which are required by any competent authority in respect of the building at his/her own cost.

19. ADDITIONAL CONSTRUCTIONS

The Vendors/Developer undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the project after the building plan has been approved by the competent authority(ies) except for as provided in the Act.

20. VENDORS/DEVELOPER SHALL NOT MORTGAGE OR CREATE A CHARGE

After the Vendors/Developer executes this Agreement it will be not mortgage or create a charge on the [unit/shop/office/parking premises] 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/s who has taken or agreed to take such unit/shop/office/parking premises.

21. APARTMENT OWNERSHIP ACT (OF THE RELEVANT STATE)

The Vendors/Developer has assured the Allottee/s that the project in it's entirety is in accordance with the provisions of West Bengal Housing Industry Regulation Act, 2017. The Vendors/Developer showing compliance of various laws/regulations as applicable in State of West Bengal.

22. BINDING EFFECT

Forwarding this Agreement to the Allottee/s by the Vendors/Developer does not create a binding obligation on the part of the Vendors/Developer or the Alottee until, **Firstly**, the Allottee/s signs and delivers this Agreement with all the scheduled along with the payments due as stipulated in the payment plan within 30 (thirty) days from the date of receipt by the Allottee/s and **Secondly**, appears for registration of the same before the concerned Sub-Registrar or any concerned authority as and when intimated by the Vendors/Developer. If the Allottee/s fails to execute and deliver to the Vendors/Developer this Agreement within 30 (thirty) days from the date of its receipt by the Allottee/s and/or appear before the Sub-Registrar for its registration as and when intimated by the Vendors/Developer, then the Vendors/Developer shall serve a notice to the Allottee/s for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottee/s, application of the Allottee/s shall be treated as cancelled and all sums deposited by the Allottee/s in connection therewith including the booking amount shall be returned to the Allottee/s without any interest or compensation whatsoever.

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23. 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 Agreement, Allotment Letter, correspondences, arrangements whether written or oral, if any, between the parties in regard to the said Unit/ Shop/ Office/Parking Premises, as the case may be.

24. RIGHT TO AMEND

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

25. PROVISION OF THIS AGREEMENT APPLICABLE ON ALLOTTEE/ SUBSEQUENT ALLOTTEES

It is clearly understood and so agreed by and between the parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the project shall equally be applicable to and enforceable against any subsequent Allottee/s of the Apartment, in case of a transfer, as the said obligations go along with the unit/shop/office/parking premises for all intents and purposes.

26. WAIVER NOT A LIMITATION TO ENFORCE

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

Failure on the part of the Vendors/Developer 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.


27. SEVERABILITY

If an provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made under the 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 under the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable as the time of execution of this Agreement.

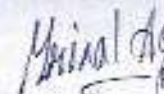
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EASTERN HEIGHTS


PARTNER

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

Wherever in this Agreement it is stipulated that the Allottee/s 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 bears to the total carpet area of all the unit/shop/office/parking premises in the project.

29. 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.

30. PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by the Vendors/Developer through its authorized signatory at the Vendors/Developer Office, or at some other place, which may be mutually agreed between the Vendors/Developer and the Allottee/s, in A.D.S.R. Bhaktinagar after the Agreement is duly executed by the Allottee/s and the Vendors/Developer or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at Siliguri.

31. NOTICES

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

NAME & ADDRESS OF PROMOTER	NAME & ADDRESS OF ALLOTTEE
NAME :- "EASTERN HEIGHTS"	NAME :-
ADDRESS :- Amtala Road, Ward No. 42 of Siliguri Municipal Corporation, P.O. Siliguri, P.S. Bhaktinagar, Pin - 734001, Dist. Jalpaiguri, West Bengal, India.	ADDRESS :-

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

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Minal Das

DIRECTOR

EASTERN HEIGHTS

Minal Das

PARTNER

EASTERN HEIGHTS

Minal Das

PARTNER

32. JOINT ALLOTTEES

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

32. GOVERNING LAW

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

33. DISPUTE RESOLUTION

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

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for sale at Siliguri in the presence of attesting witness, signing as such on the day first above written.

SIGNED AND DELIVERED BY THE WITHIN NAMED

Allottee:- (including Joint Buyers)

1) _____ (Signature)
_____ (Name)
_____ (Address)

Please affix photograph and sign across the photograph

2) _____ (Signature)
_____ (Name)
_____ (Address)

Please affix photograph and sign across the photograph

SBA REALTORS PVT. LTD.

Primal Ho
DIRECTOR

EASTERN HEIGHTS

Primal Ho
PARTNER

EASTERN HEIGHTS

Primal Ho
PARTNER

SIGNED AND DELIVERED BY THE WITHIN NAMED**Vendors:-**

1) _____
(Authorized Signature)

SBA Realtors Private Limited

Registered office at C/o Naresh Kr. Agarwal,
D - 3, Shanti Kunj, Shaktigarh, Road No. 1,
Siliguri, P.O. Siliguri Bazar, P.S. Siliguri,
Pin - 734005, Dist. Darjeeling, West Bengal, India.

Please affix
photograph
and sign
across the
photograph

2) _____
(Authorized Signature)

Eastern Heights

Amtala Road,
Ward No. 42 of Siliguri Municipal Corporation,
P.O. Siliguri, P.S. Bhaktinagar, Pin - 734001,
Dist. Jalpaiguri, West Bengal, India.

Promoter:-

Please affix
photograph
and sign
across the
photograph

2) _____
(Authorized Signature)

Eastern Heights

Amtala Road,
Ward No. 42 of Siliguri Municipal Corporation,
P.O. Siliguri, P.S. Bhaktinagar, Pin - 734001,
Dist. Jalpaiguri, West Bengal, India.

Please affix
photograph
and sign
across the
photograph

At _____ on _____ in the presence of:-

WITNESSES:-

1) _____ (Signature)
_____ (Name)
_____ (Address)

2) _____ (Signature)
_____ (Name)
_____ (Address)

SBA REALTORS PVT. LTD.



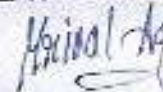
DIRECTOR

EASTERN HEIGHTS



PARTNER

EASTERN HEIGHTS



PARTNER

SCHEDULE - "A"

(Description of Land on which Proposed Basement + Lower Ground + Upper Ground + 5 storied Commercial Building stand)

ALL THAT PIECE OR PARCEL of total Bastu Land measuring 100.535 Katha, (little more or less) appertaining to RS Plot Nos. 144, 145, 159, 160 & 144/395 corresponding to L. R. Plot Nos. 404, 405, 406, 407 & 408, recorded in RS Khatian Nos. 291/9, 291/17, 291/18 & 294 corresponding to L. R. Khatian Nos. 1587 & 1943, under R. S. Sheet No. 5 corresponding to L. R. Sheet No. 4, situated within Mouza-Dabgram, J. L. No. 2, Pargana - Baikunthapur, P.O. Salugara, P.S. Bhaktinagar, within Ward No. XXXXII of Siliguri Municipal Corporation (SMC), bearing Municipal Holding Nos. VL/100/A/69, 100/A/82 & 100/A/83, Located at Chayan Para, Amtala Road, under jurisdiction of Additional District Sub-Registrar Office Bhaktinagar & B. L. & L. R. O. Office Rajganj, District Jalpaiguri.

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

North	:	Land of Hindustan Bone Mill & Others;
South	:	Land of Hanuman Traders, Binod Roy & Others;
East	:	100 Feet wide Eastern Bye Pass Road (Metal Road);
West	:	27 Feet wide Amtala Road [Metal Road].

SCHEDULE - "B"

(Unit/Shop/Office/Parking Premises Hereby Agreed To Be Sold By the Vendors/Developer in Favour of Allottee/s)

ALL THAT One _____ (unit/shop/office/parking) premises being **Unit/Shop/Office/Parking No. - _____**, measuring _____ Sq. Ft. (including super-built-up area) (Floor- Tiles finished) at the _____ Floor & _____ Garage/Parking (if space measuring _____ Sq. Ft. at _____ Floor of _____ Multi Storied Commercial Building which is popularly known as "DWARIKA HEIGHTS" together with proportionate undivided share in the SCHEDULE - "A" land including the right of common usage with the other similar Allottee/s of corridor, staircase, common passage, ways, shafts, and other facilities for common use with other concerned and common space and common appurtenance.

SBA REALTORS PVT. LTD.

Abinal Das

DIRECTOR

EASTERN HEIGHTS

Abinal Das

PARTNER

EASTERN HEIGHTS

Abinal Das

PARTNER

SCHEDULE - "C"
(Payment Plan by the Allottee/s)

<u>Payment details</u>	<u>Amount</u>
At the time of Booking & Agreement	25%
At the time of Foundation	15%
At the time of Upper Ground Floor Roof Casting	10%
At the time of 2 nd Floor Roof Casting	10%
At the time of 3 rd Floor Roof Casting	10%
At the time of 5 th Floor Roof Casting	10%
At the time of Bricks, Plaster, Flooring & Fittings	15%
At the time of Registration	5%

And in addition to the aforesaid consideration the Allottee/s shall be also liable to pay GST or any other taxes as applicable shall charge additionally and separate cheques shall be issued by the Allottee/s in favour of Developer on time to time for each heads of aforesaid payments.

A) Maintenance Charges	-	Rs. _____
B) Electric Charges	-	Rs. _____
C) Legal Charges	-	Rs. _____

And separate cheques shall be issued by the Allottee/s in favour of Developer for the above mentioned heads of payment and Allottee/s is also liable to pay GST charges extra as applicable on time to time for each heads of payments.

SCHEDULE - "D"
(Description of the common areas and facilities)

- A. Stair case and stair case landing on all floors, Lift space and Lift space landings on all floors.
- B. Common entry on the ground floor.
- C. Water pump, water tank, water pipes and common plumbing installation.
- D. Drainage and sewerage.
- E. Boundary wall and main gate.
- F. Such other common parts, areas and equipment's, 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.
- G. Road, passage and vacant land.
- H. Common Toilets.

SBA REALTORS PVT. LTD.

Mehal Singh
DIRECTOR

EASTERN HEIGHTS

Mehal Singh
PARTNER

EASTERN HEIGHTS

Mehal Singh
PARTNER

SCHEDULE - "E"
(Common Expenses)

- A. All expenses for maintenance, operating, replacing, repairing, renovating, white washing, painting and repainting of the common portions and the common areas in the building including the outer walls of the building.
- B. All expenses for running and operating all machinery, lift, equipment's and installations, comprised in the common portions including water pumps including the cost of repairing renovating and replacing the same.
- C. The salaries, bonus and other emoluments and benefits of and all other expenses on the persons employed or to be employed for the common purposes such as manager, caretaker, supervisor, accountant, security guard, sweepers, plumbers, electricians and other maintenance staffs.
- D. Cost of insurance premium for insuring the building and/or the common portions.
- E. All charges and deposits for supplies of common utilities to the co-owners in common.
- F. 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).
- G. Costs of formation and operation of the service organisation including the Office expenses incurred for maintaining the office thereof.
- H. 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.
- I. All litigation expenses incurred for the common purpose and relating to common use and enjoyment of the common portions.
- J. All other expenses and/or outgoings as are incurred by the vendor and/or the service organisation for the common purposes.

SBA REALTORS PVT. LTD.

Mineral Singh

DIRECTOR

EASTERN HEIGHTS

Mineral Singh

PARTNER

EASTERN HEIGHTS

Mineral Singh

PARTNER