

**AGREEMENT FOR ASSIGNMENT**

**THIS AGREEMENT FOR ASSIGNMENT** executed on this ..... (Date)

day of ..... , 20....., of the Christian Era,

**BETWEEN**

**MLA OSL DEVELOPERS (JV)**, (Pan - **AACAM3335R**), an AOP (Association of Persons) having its registered office at 234/3A, A. J. C. Bose Road, FMC Fortuna, Post Office and Police Station – Bhowanipur, Kolkata – 700020, West Bengal, and administrative office at Group housing Plot A, beside Neotia Getwell Hospital, Uttorayon Township, Post Office and Police Station- Matigara, District- Darjeeling, represented by its Authorized Signatory, (1) **SRI ANIL KUMAR AGARWAL**, (PAN No. ACVPA7555M), ( Aadhaar No.....) son of Late Masani Lal Agarwal by faith-Hindu, by occupation- business, residing at Church Road, Siliguri, P.O. & P.S.-Siliguri, Pin-734001, District-Darjeeling and (2) **SRI SANTOSH KUMAR GOYAL**, (Pan-ACVPG2923P), ( Aadhaar No.....) son of Sri Om Prakash Goyal, by faith-Hindu, by occupation-business, residing at Mani Bhawan, Mahananda Para, Burdwan Road, P.O. & P.S.-Siliguri, Pin- 734001, District-Darjeeling hereinafter called as **THE ASSIGNOR** (which expression shall mean and include unless excluded by or repugnant to the context of its heirs, legal representatives, executors, administrators, successors and assigns) of the **FIRST PART**.

AND

Mr./Mrs./Ms..... (PAN.....), (Aadhar No. ....) son/daughter/wife of Mr....., residing at ..... , hereinafter called the **“Allottee/assignee”** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest & permitted assignees).

The Assignor/First Party and the Allottee(s)/assignee shall hereinafter be collectively referred to as "Parties" and individually as a "Party".

**INTERPRETATIONS/ DEFINITIONS:**

For the purpose of this agreement for assignment, 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 Regulations made under **the** West Bengal Housing Industry Regulation Act 2017.
- d) **“Section” means** a section of the Act.

#### **WHEREAS-**

By a deed of assignment dated 30.04.2012 registered at the office of the A.D.S.R.-Siliguri-II at Bagdogra which was duly recorded in Book No. I, CD Volume No. 11, Pages from 3221 to 3254, Being No. 04096 for the year 2012, Lumxi Township Limited, a Company within the meaning of the companies Act, 1956 and having its registered office at ‘Kishore Bhavan’, 17, R.N. Mukherjee Road, P.S. – Hare Street, Kolkata – 700001, represented by its Authorised Signatory Sri Hemanta Kalita authorized vide Resolution of the Board of Directors dated 26.11.2011 therein described as the Assignor of the one part and M/s. MLA OSL Developers (JV), having its registered office at 234/3A, A.J.C. Bose Road, FMC Fortuna, Post Office and Police Station – Bhowanipur, Kolkata – 700020, West Bengal, represented by its Authorized Signatory/Directors (authorized vide Resolution of the Board of Directors dated 25.04.2012), (1) Sri Anil Kumar Agarwal, son of Late Masani Lal Agarwal and (2) Sri Santosh Kumar Goyal, son of Sri Om Prakash Goyal, therein described as the Assignee of the other part, the said Assignor by virtue of permission from the District Land & Land Reforms Officer, Darjeeling vide Memo No.- 31/DLLRO/Spl.Cell/Matigara dated 14.11.2011, for the valuable consideration mentioned therein granted, assigned **ALL THAT** the leasehold right, title and

interest in the Land comprised in the Plot measuring an area of 6.61 Acres, but the same a little more or less comprising in R.S. Khatian No. 847, R.S. Plot No. 129 corresponding to its L.R. Khatian No. 1049, L.R. Plot No. 375 under Mouza – Gourcharan, J.L. No. 81, under P.S. – Matigara, in the District of Darjeeling, more fully and particularly mentioned in the second schedule of the said Deed of Assignment.

By virtue of the said Deed of Assignment said Assignor Lumxi Township Limited assigned unto and in favour of the said M/s. MLA OSL Developers (JV), in respect of the said plot of land for a period of 99 years from 23<sup>rd</sup> April, 2002 with option for renewal of the same for the further period of 99 years and thereafter, successive like periods upon the same terms and conditions mentioned in the said Deed of Assignment.

- A. The said land is earmarked for the purpose of building of residential project, comprising multistoried apartments buildings and the said project shall be known as “**UPWAN**”.
- B. The Assignor/First Party is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Assignor/First Party regarding the said land on which Project is to be constructed have been completed.
- C. The Matigara Panchayat Samity has granted the commencement certificate to develop the Project vide its approval dated 22.11.2019 Bearing Memo No. 2274 / MPS / Planning and 22.11.2019 Bearing Order no. 150/Path/ MPS /Planning.
- D. The Assignor/First Party has obtained the final layout plan, sanctioned plan, specification and approvals for the project and also for the apartment from Matigara Panchayet Samity. The Assignor/First Party agrees and undertakes that they will not make any changes to these approved plans.

- E. The Assignor/First Party has registered the project under the provisions of the Act with the West Bengal Housing Industry Regulatory Authority at \_\_\_\_\_ on \_\_\_\_\_ under registration no. \_\_\_\_\_ .
- F. The Allottee/assignee had applied for an apartment in the Project vides application no. .... Dated ..... and has been allotted apartment/Flat no. .... having carpet area of ..... Square feet, type ....., on..... Floor in tower/block/building no. .... ("Building") along with garage/covered parking no. .... admeasuring ..... square feet on the ..... Floor..... bearing No....., as permissible under the applicable law and of pro rata share in the common areas ("Common Area") as defined under clause (m) of section 2 of the Act (hereinafter referred to as the "Apartment" more particularly described in Schedule-A and the floor plan or the apartment is annexed hereto and marked as Schedule-B);
- G. The Parties have gone through all the terms & conditions set out in this Agreement and understood the mutual rights and obligations detailed herein and also satisfied regarding right title and interest over the said property of the Assignor /first party.
- H. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Assignor/First Party hereby agrees to assign and the Allottee/assignee hereby agrees to obtain lease the Apartment and the car parking space as specified in Para F.

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

**1. TERMS :**

1.1 Subject to the terms & conditions as detailed in this Agreement, the Assignor/First Party hereby agrees to assign to the Allottee(s)/assignee and the Allottee(s)/assignee hereby agrees to obtain lease, the Apartment as specified in Para 'F'.

1.2 The Total Price for the Apartment based on the unit is Rs. ....(in words Rupees..... only) ("**Total Price**") (Give break-up and description):-

Block/Building/ Tower	
Apartment no.	
Type	
Floor	
Car parking unit No.	
cost of apartment	
proportionate cost of common areas	
preferential location charges	
cost of exclusive balcony or verandah areas	
maintenance charges	
GST or any other tax	
Total Price (in Rupees)	

## 2. Explanation:

2.1. The Assignor/First Party shall or may be periodically intimate to the Allottee(s), the amount payable as stated above and the Allottee(s) shall make payment demanded by the Assignor/First Party within the time and in the manner specified hereinbefore.

2.2 The Total Price of Apartment includes recovery of price of proportionate share 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 outside paint, marbles/ tiles, doors, windows, fire detection and firefighting equipment in the common areas, maintenance charges and includes cost for providing all other facilities, amenities and specification to be provided within the Apartment and the Project.

- 2.3 Total Price is escalation free, save and except increases which the Allottee(s) hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority, from time to time. The Assignor/First Party 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 Assignor/First Party shall enclose the said notification/ order/ rules/ regulations to that effect along with the demand letter being issued to the Allottee(s), which shall only be applicable on subsequent payments:
- 2.4 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.
- 2.5 The allottee(s) shall make the payment as per the payment plan set out in Schedule C ("Payment Plan").
- 2.6 It is agreed that the Assignor/First Party shall not make any addition and alteration 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/building, as the case may be, without the previous written consent of the Allottee(s) as per the provisions of the Act:

Provided that the Assignor/First Party 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.

- 2.7 The Assignor/First Party shall confirm to the final carpet areas that has been allotted to the Allottee after in construction of the building is complete, by furnishing details of the charges, if any in the carpet area. The Total Price payable for the carpet area shall be recalculated upon confirmation by the Assignor/First Party. If there is reduction in the carpet area than the Assignor/First Party 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 five percent of the carpet area of the Apartment, allotted to the Allottee, the Assignor/First Party may demand that from the Allottee as per the next milestone of the Payment Plan as provided in Schedule C. All these monetary adjustments shall be made at the same rate per square feet as agreed in Para 1.2 of this agreement.
- 2.8 It is made clear by the Assignor/First Party and the Allottee agrees that the Apartment along with parking space shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the said Land and is not a part of any other project or zone and shall not form a part of and/or linked/ combined with any other project in its vicinity or otherwise accept 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 Allottee(s) of the Project.

2.10 The Assignor/First Party agrees to pay all outgoings/dues before transferring the physical possession of the Apartment to the Allottee(s) which it has collected from the Assignee/Allottee(s), for the payment of outgoings/dues (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 Assignor/First Party fails to pay all or any of the outgoings/ dues collected by it from the Allottee(s) or any liability, mortgage loan and interest thereon before transferring the Apartment to the Allottee(s), the Assignor/First Party agrees to be liable, even after the transfer of the property, to pay such outgoings/ dues 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.

**2.11 MODE OF PAYMENT:**

Subject to the terms of the agreement and the Assignor/First Party abiding by the construction milestones, the Assignee/Allottee shall make all payments, on written demand by the Assignor/First Party, within the stipulated time as mentioned in the payment plan [through account payee cheque / demand draft/ banker's cheque or online payment (as applicable) in favor of MLA OSL DEVELOPERS (JV).

**3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:**

- 3.1 The Allottee, if residence outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999 ('FEMA'), Reserve Bank of India Act, 1934 ('RBI' Act) and the Rules and Regulation made thereunder or any statutory amendments or modifications made thereof and all others applicable laws including that of remittance of payment, acquisition/ sale/ transfer of immovable properties in India etc. and provide the Assignor/First Party with such permission, approval which would enable the Assignor/First Party to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulation 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 Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.
- 3.2 The Assignor/First Party accepts no responsibility in regard to matters specified in Para 3.1 above. The Allottee shall keep the Assignor/First Party fully indemnified and harmless in this regards. 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 Assignor/First Party immediately and comply with necessary formalities if any, under the applicable laws. The Assignor/First Party shall not be responsible towards any third party making payment/remittances on behalf of Allottee and such third party shall not have any right in the application/allotment of the said Apartment/ Plot apply for herein in any way and the Assignor/First Party shall be issuing the payment receipts in favor of the Allottee only.

**4. ADJUSTEMENT/ APPROPRIATION OF PAYMENTS:**

The Allottee authorized the Assignor/First Party to adjust/ appropriate all payments made by him/her/their under any head(s) of dues against lawful outstanding of the Assignee/Allottee against the Apartment, if any, in his/her/their name/names and the Allottee undertakes not to object/demand/direct the Assignor/First Party to adjust his/her/their payments in any manner.

**5. TIME IS ESSENCE :**

The Assignor/First Party 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 Assignee/Allottee and the common areas to the Association of allottees or the competent authority.

**6. CONSTRUCTION OF THE PROJECT/APARTMENT:**

The Assignee/Allottee has seen the proposed layout plan, specifications, amenities and facilities of the Apartment and accepted the floor plan, payment plan and the specification, amenities and facilities annexed along with this Agreement which has been approved by the competent authority, as represented by the Assignor/First Party. The Assignor/First Party 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 Assignor/First Party 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 applicable authority and shall not have an option to make any variation/ alteration/ modification in such plans, other than in the manner provided under the Act, and breach of this term by the Assignor/First Party shall constitute a material breach of this Agreement.

## **7. POSSESSION OF THE APARTMENT:-**

**7.1 Schedule for possession of the said Apartment :-** The Assignor/First Party agrees and understands that timely delivery of possession of the Apartment to the Assignee/Allottee and the common areas to the Association of Assignee/Allottee or the competent authority, as the case may be, is the essence of the Agreement. The Assignor/First Party assures to handover possession of the Apartment along with ready and complete common areas with all specifications, amenities and facilities of the Project in place on or before 30.04.2024 unless there is delay or failure due to war, flood, drought, fire, cyclone earthquake, pandemic, labors strike or any other calamity caused by nature effecting the regular development of the real estate project ("*Force Majeure*"). If, however, the completion of Project is delayed due to the *Force Majeure* conditions such as earthquake, flood, pandemic, labour strike, man med problem, local authority restriction, then the Assignee/Allottee agrees that the Assignor/First Party 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 Assignee/Allottee(s) agrees and confirms that, in the event it becomes impossible for the Assignor/First Party to implement the project due to *Force Majeure* conditions, then this allotment shall stand terminated and the Assignor/First Party shall refund to the Allottee(s) the entire amount received by the Assignor/First Party from the Allotment within 45 days from that date. The Assignor/First Party shall intimate the Allottee about such termination at least thirty days prior to such termination. After refund of the money paid by the Assignee/Allottee(s), the Assignee/Allottee(s) agreed that he/ she/they shall not have any rights, claims etc. against the Assignor/First Party and the Assignor/First Party

shall be released and discharged from all its obligations and liabilities under this Agreement.

Provided that If the Allottee gives in writing that he/she/they shall/will has/have no objection if the possession of the Apartment along with ready and complete common areas with all specifications, amenities and facilities of the Project is delayed, then the Assignor/First Party shall not terminate this agreement & shall not refund any advance payments to the Assignee/Allottee(s).

8. **Procedure for taking possession-** The Assignor/First Party, upon completion of the project shall offer in writing the possession of the Apartment, to the Allottee(s) in terms of this Agreement to be taken within 2 (two) months from the date of issue of intimation. The Assignor/First Party agrees and undertakes to indemnify the Allottee(s) in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Assignor/First Party. The Assignee/Allottee(s), after taking possession and or registration whichever is earlier, agree(s) to pay the maintenance charges as determined by the Assignor/First Party.
- 8.1 **Failure of Allottee to take possession of** Apartment- Upon receiving a written intimation from the Assignor/First Party as per Para **8** above, the Assignee/Allottee(s) shall take possession of the Apartment from the Assignor/First Party by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and the Assignor/First Party shall give possession of the Apartment to the Assignee/Allottee(s). In case the Assignee/Allottee(s) fails to take possession within the time provided as per Para **8** above, such Allottee shall continue to be liable to pay maintenance charges.
- 8.2 **Possession by the Assignee/Allottee(s)-** After obtaining the occupancy certificate as well as handing over physical possession of the Apartment

to the Assignee/Allottee(s), it shall be the responsibility of the Assignor/First Party to handover the necessary documents and plan, including common areas to the Association of allottees or the competent authority, as the case may be, as per the local laws:

[Provided that, in the absence of any local law, the Assignor/First Party 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].

**8.3 Cancellation by Allottee-** The Assignee/Allottee(s) shall have the right to cancel/withdraw his allotment in the Project as provided in the Act:

Provided that where the Assignee/Allottee(s) proposes to cancel/withdraw this agreement from the Project without any fault of the Assignor/First Party, the Assignor/First Party 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 Assignor/First Party to the Allottee(s) within forty-five days of such cancellation.

**8.4 Compensation** – The Assignor/First Party shall compensate the Assignee/Allottee(s) in case of any loss, caused to him/her/their 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 the 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 Assignor/First Party fails to complete or is unable to give possession of the said Apartment (i) in accordance with the terms of this Agreement, or (ii) due to discontinuance of their business as a developer on account of suspension or revocation of the registration under the provisions of the Act; or for any other reason; the Assignor/First Party shall be liable, on

demand to the Assignee/Allottee(s), in case the Assignee/Allottee(s) wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by them in respect of the Apartment, with interest as per bank rule in the manner as provided under the Act within forty-five days of it becoming due.

**9. REPRESENTATIONS AND WARRANTIES OF THE ASSIGNOR/FIRST PARTY:**

The Assignor/First Party hereby represents and warrants to the Allottee(s) as follows:

- i) The Assignor/First Party has absolute, clear and marketable title with respect to the said Land and 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 Assignor/First Party 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 Assignor/First Party 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 Assignor/First Party 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 Assignee/Allottee(s) created herein, may prejudicially be affected;

- vii) The Assignor/First Party 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 Assignee/Allottee(s) under this Agreement;
- viii) The Assignor/First Party confirms that the Assignor/First Party is not restricted in any manner whatsoever from assign the said Apartment to the Assignee/Allottee(s) in the manner contemplated in this Agreement;
- ix) At the time of execution of the Deed of Assignment the Assignor/First Party shall handover lawful, vacant, peaceful, physical possession of the Apartment to the Assignee/Allottee(s) and the common areas to the association of Assignee/Allottee(s) or the competent authority, as the case may be;
- x) The Schedule Property is not the subject matters 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 Assignor/First Party 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 the Apartment along with common areas (equipped with all the specifications, amenities and facilities) has been handed over to the Assignee/Allottee(s) and the Association of Assignee/Allottee(s) 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 order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Assignor/First Party in respect of the said Land and/or the Project.



**Subject to Para 9.3 the Assignor/First Party agreed and acknowledges, the Assignee/Allottee(s) shall have the right to the Apartment as mentioned below:-**

- i) The Assignee/Allottee(s) shall have exclusive leasehold right of the Apartment.
- ii) The Assignee/Allottee(s) shall also have undivided proportionate share in the common areas. Since the share/interest of Assignee/Allottee(s) in the common areas is undivided and cannot be divided or separated, the Assignee/Allottee(s) shall use the common areas, along with other occupants and maintenance staff etc. of the entire project namely "UPWAN", without causing any inconvenience or hindrance to them. It is clarified that the Assignor/First Party shall handover the common areas to the association of allottees after obtaining the completion certificate from the competent authority as provided in the Act;
- iii) The Allottee has the right to visit the Project site to assess the extent of development of the Project and his/her/their Apartment.

#### **10. EVENTS OF DEFAULTS AND CONSEQUENCES :**

10.1 Subject to the Force Majeure clause, the Assignor/First Party shall be considered under a condition of default, in the following events:-

- i) The Assignor/First Party fails to provide ready to move in possession of the Apartment/Flat to the Allottee(s) within the time period specified above in this Agreement 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;

- ii) Discontinuance of the Assignor/First Party business as a developer on account of suspension or revocation of their registration under the provisions of the Act or the rules or regulations made thereunder.

11.2 In case of default by the Assignor/First Party under the conditions listed above, Allottee(s) is entitled to the following:-

- (i) Stop making further payments to the Assignor/First Party as demanded by the Assignor/First Party. If the Allottee(s) stops making payments, the Assignor/First Party shall correct the situation by completing the construction milestones and only thereafter the Allottee(s) be required to make the next payment without any interest; or

12.3 The Assignee/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 one month consecutive demands made by the Assignor/First Party as per the payment plan annexed hereto, despite having been issued notice in that regard, the Assignee/Allottee(s) shall be liable to pay interest @ 18% P.A. to the Assignor/First Party on the unpaid amount.
- (ii) In case of default by Assignee/Allottee(s) under the conditions listed above continues for a period beyond three months consecutive months after notice from the Assignor/First Party in this regard, the Assignor/First Party may cancel the allotment of the Apartment in favour of the Allottee(s) and refund the money paid to him by the Allottee(s) by deducting the booking amount and the interest liabilities of remaining unpaid amount and this Agreement shall thereupon stand terminated :

Provided that the Assignor/First Party shall intimate the Allottee about such termination at least thirty days prior to such termination.

11. **CONVEYANCE OF THE SAID APARTMENT/ POLT :**

The Assignor/First Party, on receipt of Total Price of the Apartment and other charges and taxes as per Para 1.2 under the Agreement from the Allottee shall execute a deed of assignment and assign the title of the Apartment together with proportionate indivisible share in common areas within three months from the date of completion of the said apartment/flat, as the case may be, to the Assignee/Allottee(s):

However, in case the Assignee/Allottee(s) fails to deposit the stamp duty, registration charges within the period mentioned in the demand notice, letter, the Assignee/Allottee(s) authorizes the Assignor/First Party to withhold registration of the assignment deed in his/her/their favour till payment of stamp duty and registration charges to the Assignor/First Party is made by the Allottee(s).

12. **MAINTENANCE OF THE SAID BUILDING/ APARTMENT/ PROJECT:**

The Assignor/First Party shall be responsible for providing and maintaining the essential services in the Project, till taking over of the maintenance of the Project by the Association of allottees upon the issuance of the completion certificate of the Project.

13. **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 Assignor/First Party as per this Agreement relating to such development is brought to the notice of the Assignor/First Party within a period of five years by the allottee from the date of handing over possession, it shall be the duty of the Assignor/First Party to rectify such defects without further charge, within thirty days, and in the event of Assignor/First Party 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.

14. **RIGHT TO ENTER THE APARTMENT FOR REPAIRS:**

The Assignor/First Party / 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(s) agrees to permit the Association of allottees and/or maintenance agency to enter into the Apartment or any Part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

15. **USAGE:**

Use of Basement(s) and service areas:- The basement and service areas, if any, as located within the "UPWAN", 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 Assignee/Allottee(s) shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for used by the Association of allottees for rendering maintenance services.

16. **COMPLIANCE WITH RESPECT TO THE APARTMENT :**

16.1 Subject to Para 12 above, the Allottee(s) shall, after taking possession, be solely responsible to maintain the said Apartment at his/her/their own cost, in good repair and condition and shall not do or suffer to be done anything in or to the said building Apartment, or the staircases, lifts, common passages, corridors, circulation areas, atrium or compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the said Apartment, and keep the said

Apartment, its walls and partitions, sewers, drains, pipes and appurtenances thereto or belonging thereto in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the building is not in any way damaged or jeopardized.

- 16.2 The Allottee further undertakes, assures and grants that he/she/they would not put any sign-board/ name-plate, neon light, publicity material or advertisement material etc. on the façade of the building or anywhere on the exterior of the Project, building therein or common areas. The Allottee also not change the color scheme of outer wall or painting of the exterior side of 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 wall of the Apartment.
- 16.3 The Assignee/Allottee(s) shall plan and distribute its electric load in conformity with the electric systems installed by the Assignor/First Party and thereafter the Association of allottees and/or maintenance agency appointed by the association of Assignee/Allottee(s). The Assignee/Allottee(s) shall be responsive for any loss or damages arising out of breach of any of the aforesaid conditions.

17. **COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES:**

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

18. **ADDITIONAL CONSTRUCTIONS:**

The Assignor/First Party undertakes that they have no right to make additions or to put up additional structure anywhere in the Project after the building plan, layout plans sanction plan and specifications,

amenities and facilities has been approved by the competent authorities and disclosed, except for as provided in the Act.

19. **ASSIGNOR/FIRST PARTY SHALL NOT MORTGAGE OR CREATE A CHARGE:**

After the Assignor/First Party executes this Agreement he shall not mortgage or create a charge on the said Apartment/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 for charge shall not affect the right and interest of the Allottee(s) who has taken or agreed to take such Apartment/ Building].

20. **BINDING EFFECT :**

Forwarding this Agreement to the Assignee/Allottee(s) by the Assignor/First Party does not create a binding obligation on the part of the Assignor/First Party or the Allottee(s) until, firstly, the Assignee/Allottee(s) signs and delivers this Agreement with all the Schedules along with the payments due as stipulated in this payment plan within thirty days from the date of receipt by the Allottee(s) and secondly, appears for registration of the same before the concerned registration office as and when intimated by the Assignor/First Party. If the Allottee(s) fails to execute and deliver to the Assignor/First Party this Agreement within 30 (thirty) days from the date of its receipt by the Allottee(s) and/or appear before the Sub-Registrar/any other registrar for its registration as and when intimated by the Assignor/First Party, then the Assignor/First Party shall serve a cancelation notice to the Allottee and the booking shall be treated as cancelled and all sums, save and except taxes upon the booking amount deposited by the Allottee(s) in connection therewith, shall be returned to the Allottee(s) without any interest or compensation whatsoever.

- 21.1 The right of possession of the Assignee/Allottee(s) in respect of the Said Unit shall arise only upon fulfillment of all the obligations as are contained in this agreement by the Assignee/Allottee(s).
- 21.2 The Assignee/Allottee(s) shall not be entitled to transfer, let out, mortgage, grant license, assign in respect of the Said Unit without the consent in writing of the First Party till such time the Assignee/Allottee(s) has fulfilled all the obligations including deed of assignment and the possession of the Said Unit has been obtained by the Assignee/Allottee(s).
- 21.3 It is agreed that the Assignee/Allottee(s) within the period of existence of this is not entitled to assign and/ or transfer, nominate his/ her/its rights under this Agreement relating to the Said Unit to any party without the written consent of the First Party.
- 21.4 The right of the Assignee/Allottee(s) shall remain restricted to the Said Unit and in no event the Assignee/Allottee(s) shall be entitled and hereby agrees not to claim any right in respect of the other parts or portions of the Said Building and the said premises or portion thereof.
- 21.5 This Agreement supersedes all other application, letters, agreements, arrangements, understanding or brochure and in no event the Assignee/Allottee(s) shall be entitle to set up any oral Agreement.
- 21.6 The Assignor/First Party shall provide internal electrical wiring at the said Unit for electrification. However the Assignee/Allottee(s) shall have to apply to the concerned authorities for obtaining separate supply of power and the meter of the said Unit upon payment of applicable security deposit and/or any additional payments as may be demanded by the concerned authorities.
- 21.7 The Assignee/Allottee(s) undertakes to park vehicles only in the Parking Space, if any, allotted to the Assignee/Allottee(s) on a limited right to use

basis and not anywhere else in the Said Complex. It is agreed hereby that the agreement for allotment of parking space/s along with the said unit is being made as a whole and the Assignee/Allottee(s) shall at no point of time put up any demand to transfer the parking unit only to any third party. Thus the Assignee/Allottee(s) agrees not to let out or part with possession of the car parking space, if so agreed to be acquired by the Assignee/Allottee(s) hereunder, independent of the said Flat / unit and to use the same only for the purpose of parking of a car.

22. **ENTIRE AGREEMENT:**

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

23. **RIGHT TO AMEND :**

This Agreement may only be amended through written consent of the Parties at any point of time.

24. **PROVISIONS OF THIS AGREEMENT APPLICABLE 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 said Apartment and the Project shall equally be applicable to and enforceable against and by any subsequent Allottee of the Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.

25. **WAIVER NOT A LIMITATION TO ENFORCE:-**



25.1 The Assignor/First Party may, at its sole option and discretion, without prejudice to its rights as setout in this Agreement wave the breach by the Assignee/Allottee(s) in not making payments as per the payment plan [Annexure C] including waving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Assignor/First Party in the case of one Assignee/Allottee(s) shall not be construed to be a precedent and /or binding on the Assignor/First Party to exercise such discretion in the case of other allottees.

25.2 Failure on 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.

26. **SEVERABILITY:**

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

27. **FURTHER ASSURANCES:**

The Allottee/assignee/second party hereby undertake that portions of the common facilities and amenities as mentioned under the **Schedule-“E”** including the portions of landscape, green areas, and all other common amenities shall be available upon completion of the entirety of the Building Complex namely **“UPWAN”** i.e. all the other Phases, the Allottee/assignee/second party shall not raise any objection to First

Party towards the utilization of the common areas for construction activities of the other remaining Phases of the said complex. It is hereby expressly agreed that the residents of the buildings to be developed in other phases of **“UPWAN”** shall also have the equal right on all common areas, facilities and amenities along with the residents of **“UPWAN”**.

**28. PLACE OF EXECUTION :**

The execution of this Agreement shall be completed only upon its execution by the Assignor/First Party through its authorized signatory at the Assignor/First Party Office, or at some other place, which may be mutually agreed between the Assignor/First Party and the Allottee, after the Agreement is duly executed by the Allottee and the Assignor/First Party or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar at Additional District Sub-Registrar or any other registration office having jurisdiction. Hence this Agreement shall be deemed to have been executed at Siliguri, Matigara.

**29. CONDITIONS PRECEDENT**

29.1 Satisfaction of Assignee/Allottee(s): The Assignee/Allottee(s) confirms, accepts assured the assignor/first party that the Assignee/Allottee(s) is acquainted with, fully aware of and is thoroughly satisfied about title of the assignor/first party, the plans, all the background papers and the right of the assignor/first party to enter into this agreement and shall not raise any objection with regard thereto.

29.2 Financial and other capacity of Assignee/Allottee(s) : The Assignee/Allottee(s) confirms and assured the Assignee/Allottee(s) that the Assignee/Allottee(s) has the financial and other resources to meet and comply with all financial and other obligations under this Agreement punctually.

29.3 Measurement: As regards area of the said flat, the assignor/first party and the Assignee/Allottee(s) has mutually agreed and the Assignee/Allottee(s) will not be entitled to raise any objection at any time or under any circumstances.

29.4 Rights Confined to said Flat and Appurtenances : The Assignee/Allottee(s) confirm, accept and assured the assignor/first party that notwithstanding anything contained in this Agreement, it is clearly understood by the Assignee/Allottee(s) that the right title and interest of the Assignee/Allottee(s) is confined only to the said flat and appurtenances as more fully described in the SCHEDULE hereunder written and undertakes not to claim any right, title and interest, in any manner whatsoever, over and in respect of other areas, amenities and spaces and the Assignor/first party is entitled to deal with and dispose of all other portions of the said Premises and the said complex to third parties at the sole discretion of the Assignor/first party to which the Assignee/Allottee(s) under no circumstances shall be entitled to raise any objection.

### 30. **HOUSE RULES/USER AND OTHER OBLIGATIONS**

30.1 Upon full payment of all the amounts the Assignee/Allottee(s) shall be put in possession of the said Flat.

30.2 As from the date of possession of the said Flat the Assignee/Allottee(s) agrees and covenants -

(a) To co-operate with the other co-assignee and the Assignor/first party in the management and maintenance of the said New Building and/or said Complex.

(b) To observe the rules framed from time to time by the Assignor/First Party and upon the formation of the owner's association.

- (c) To use the said Flat for residential purposes and not for other purposes whatsoever without the consent in writing of the assignor/first party.
- (d) To pay charges for electricity in or relation to the said Flat wholly and proportionately relating to the common parts also.
- (e) Not to subdivide the said Flat and/or the parking Space or store room or the Open Terrace Area, if allotted or any portion thereof.
- (f) Not to do anything or prevent the Assignor/First Party from making further or additional legal constructions within 6 A.M. to 10 P.M. within any working day notwithstanding any temporary disruption in the Assignee/Allottee(s) enjoyment of the said Flat.
- (g) To maintain or remain responsible for the structural stability of the said Flat and not to do anything which has the effect of affecting the structural stability of the building.
- (h) Not to do or cause anything to be done in or around the said Flat which may cause or tend to cause or tantamount to cause or effect any damage to any flooring or ceiling of the said Flat or adjacent to the said Flat or in any manner interfere with the use and rights and enjoyment thereof or any open passages or amenities available for common use.
- (i) Not to damage demolish or cause to be damaged or demolished the said Flat or any part thereof or the fittings and fixtures affixed thereto.
- (j) Not to close or permit the closing of verandahs or lounges or balconies and lobbies and common parts and also not to

alter or permit any alteration in the elevation and outside color scheme of the exposed walls of the Verandahs lounge or any external walls or the fences of external doors and windows including grills of the said Flat which in the opinion of the Assignor/First Party differs from the color Scheme of the building or deviation or which in the opinion of the Assignor/First Party may affect the elevation in respect of the exterior walls of the said building.

- (k) Not to install grills the design of which have not been suggested and approved by the Architect.
- (l) Not to do or permit to be done any act or thing which may render void or make voidable any insurance in respect of the said Flat or any part of the said building or cause increased premium to be payable in respect thereof if the building is insured.
- (m) Not to make in the said Flat any structural addition and/or alterations such as beams columns partition walls etc or improvements of a permanent nature except with the prior approval in writing of the assignor / first party and with the sanction of the authorities concerned as and when required.
- (n) Not to use the said Flat or permit the same to be used for any purposes whatsoever other than residential purpose and shall not use for the purpose which may or is likely to cause nuisance or annoyance to Assignee/Allottee(s) of the other portions of the said building or buildings to the owners and occupiers of the neighboring premises or for any illegal or immoral purpose or as a Boarding House, Guest House, Club House, Nursing Home, amusement or

Entertainment Centre, Eating or Catering Place, Dispensary or a Meeting Place or for any commercial or industrial activities whatsoever.

- (o) Similarly, shall not keep in the parking place anything other than private motor car or motor cycle and shall not raise or put up any kutchra or pucca constructions gridded wall or enclosure thereon or part thereof and shall keep it always open as before. Dwelling or staying of any person or blocking by putting any articles shall not be permitted.
- (p) Not to use or permit to be used the allocated car parking space for any other purpose whatsoever other than parking of its own car/cars.
- (q) Not to park car on the pathway or open spaces of the building at any other place except the space allotted to him/ her/ its and shall use the pathways as would be decided by the Assignor/First Party.
- (r) Not to change or put any clothes in or upon the windows balconies and other portions which may be exposed in a manner or be visible to the outsiders.
- (s) That the assignee/allotee shall not be entitled to fix any window Air Conditioner in the said flat. The assignee/allotee are entitled to fix only split Air Conditioners in premises without damaging the outer wall of the buildings. All equipments and machines of the Air Conditioners required to be fixed on outside wall must be erected only with prior written approval endorsing the location and plan with the Assignee/Allotee(s), or association.

- (t) To abide by such building rules and regulations as may be made applicable by the assignor/first party before the formation of the Holding Organization and after the Holding Organization is incorporated to comply with and/or adhere to the building rules and regulations of such holding organization.

**31. HOUSE RULES:**

- 31.1 The lobbies, entrances and stairways of the Building shall not be obstructed or used for any purpose other than ingress to and egress from the Flat/Unit in the Building.
- 31.2 Each Owner shall keep such flat in a good state of preservation and cleanliness and shall not throw or permit to be thrown there from or from the doors, windows, terraces, balconies thereof any dirt or other substances.
- 31.3 No article shall be allowed to be placed in the staircase landings or shall anything be hung or shaken from the floor, windows, terraces or balconies or place upon the window sills of the Building. No fences or partitions shall be placed or affixed to any terrace without the prior approval of the Assignor/First Party.
- 31.4 No shades awnings, window guards, ventilators or air conditioning devises shall be used in or about the Building excepting such as shall have been approved by the Assignor/First Party.
- 31.5 No sign, notice or advertisement shall be inscribed or exposed on or at a window or other part of the building except such as shall have been approved by the

Assignor/First Party nor shall anything be projected out of any window of the Building without similar approval.

- 31.6 Water-closets and other water apparatus in the Building shall be used for any purpose other than those for which they were constructed nor shall any sweepings, rubbish, rags or any other article be thrown into the same. Any damage resulting from misuse of any of water-closets or apparatus shall be paid for by the Flat-owner in whose flat it shall have been caused.
- 31.7 No bird or animal shall be kept or harbored in the common areas of the Building. In no event shall dogs and other pets be permitted on elevators or in any of the common portions of the Building unless accompanied.
- 31.8 No radio or television aerial shall be attached to or hung from the exterior of the building.
- 31.9 Garbage and refuse from the flats apartments shall be deposited in such place only in the Building and at such time and in such manner as the superintendent of the Building may direct.
- 31.10 No vehicle belonging to a Assignee/Allottee(s) or to a member of the family or guest, sub-tenant or employee of a lessee shall be parked in the open space or in such manner as to impede or prevent ready access to the entrance of the Building by another vehicle.
- 31.11 These house rules may be added to, amended or repealed at any time by the assignor/first party and after formation by the Society/ Association.



31.12 The assignor/first party would be responsible for the selection of owner's association and oversee the formation of the association. Until the formation of such association, the assignor/first party shall manage and maintain the said building and the common portions thereof. The assignor/first party shall be responsible for Management and Maintenance of the Complex until the formation of the association or for a period of 2 years from the Date of Possession, whichever is earlier at the sole discretion of the assignor/first party. The Assignee/Allottee(s)/ Holding Organization shall raise no objection towards the same and shall pay all maintenance dues arising from time to time during this period.

The Assignee/Allottee(s) agrees that:

- (a) The Assignee/Allottee(s) shall pay regularly and punctually within 7<sup>th</sup> day of every month and month by month the maintenance charges hereunder written at such rate as may be decided, determined and apportioned by the assignor/first party to be payable from the date of possession to the assignor/first party and upon formation and transfer of management of the building to the association such payments are required to be made without any abatement or demand. Unsold Flat(s) will not be considered/liable for maintenance charges.
- (b) The proportionate rate payable by the assignee/allottee for the common expenses shall be decided by the assignor/first party from time to time and the assignee/allottee shall be liable to pay all such expenses wholly if it relates to the assignee/allottee's Flat only and proportionately for the building as a whole. The statement of account of the apportionment of the charges as prepared by the

assignor/first party shall be conclusive and final. The assignee/allottee shall not be entitled to dispute or question the same provided that the billing is reasonable. In the event of the transfer of the management and administration of the said building to the Holding Organization in terms of these presents the employees of the Assignor/First Party such as watchmen, security staff, liftmen etc. shall be employed and/or absorbed in the employment of such Holding Organization with continuity of service and on the same terms and conditions of employment with the Assignor/first party and the assignor/first party shall not be entitled to raise any objection thereto and hereby consents to the same.

- (c) So long as each Flat in the said Premises shall not be separately mutated and separated the assignor/first party shall pay the proportionate share of all rates and taxes assessed on the whole premises including the charges for loss of electricity while in transmission to the assignor/first party from the date of possession. Such proportion is to be determined by the assignor/first party on the basis of the area of such Flat in the said Building.
- (e) If the Assignee/allottee fails to pay the aforesaid expenses or part thereof within time as aforesaid the Assignee/Second Party shall be liable to pay interest at the rate of 1.5% per month and further that if any interest remains unpaid for sixty days, the assignor/first party or upon formation of owner's association such association shall be at liberty to disconnect and/or suspend all common services attached to the Assignee/Second Party flat/Flat such as water supply, electricity connection, use of lifts, central antenna, etc. till such dues with interest are paid and shall also be

liable to pay the common expenses for such suspension period as well as reconnection charges.

- (f) To remain liable to pay and contribute the amount payable by the Assignee/Second Party as and when becoming payable irrespective of whether the Assignee/Second Party is in occupation or not.
- (g) As and when the said association is formed, the assignee/allottee shall become a member of such association and without becoming a member of such association shall not be entitled to avail of the various facilities and/or utilities at the entire project namely "UPWAN".

**32. NOTICES:**

That all the notices to be served on the Allottee and the Assignor/First Party as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Assignor/First Party by registered post at their respective addresses specified below:-

<p><b>MLA OSL DEVELOPERS (JV)</b>, an AOP (Association of Persons)</p>	<p>Allottee(s) name</p>
<p>having its registered office at 234/3A, A. J. C. Bose Road, FMC Fortuna, Post Office and Police Station – Bhowanipur, Kolkata – 700020, West Bengal, and administrative office at Group housing Plot A, beside Neotia Getwell Hospital, Uttorayon</p>	<p>Address.....</p>

Township, Post Office and Police Station- Matigara, District- Darjeeling	
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It shall be the duty of the Allottee and Assignor/First Party to inform each other of any changes 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 Assignor/First Party or the Allottee, as the case may be.

**33. JOINT ALLOTTEE:**

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

**34. SAVINGS:**

Any application letter, allotment letter, agreement, or any other document signed by the Assignee/Allottees, 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, car parking spaces shall not be construed to limit the rights and interests of the Assignee/Allottees under the agreement for sale or under the Act the rules or the regulations made thereunder.

**35. 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.

**36. DOCUMENTATION CHARGES, STAMP DUTY, REGISTRATION FEE AND MISCELLANEOUS CHARGES:**

36.1 The Second Party shall pay an amount of Rs. 30,000/- (Rupees thirty Thousand) only as documentation charges of this agreement which shall be payable on or before execution of this agreement.

36.2 The Second Party apart from the above documentation charges shall further bear the cost of registration of the agreement and Deed of Assignment including all other miscellaneous/incidental charges and charges of commission based registry for the said registration to the advocate of the First Party. The Second Party shall pay the Stamp Duty and Registration fee as quoted by the office of the concerned Sub-Registrar and/or other competent authority.

36.3 It will be the First Party's endeavor to execute and register the agreement and Deed of Assignment of the Said Unit within the Said Building/ Said Complex. The Deed of Assignment will be drafted and executed by the Sankar Sahoo, Advocate High Court Calcutta or any of the associate partners/advocates of Sahoo Associates and shall be in such form and contain such particulars as shall be approved by the First Party. No request for any changes, whatsoever nature, in the agreement and Deed of Assignment will be entertained.

36.4 The Second Party shall from time to time sign all applications, papers, documents, maintenance agreement, electricity agreement and other relevant papers, as required, in pursuance to this allotment/ assignment and to do all acts, deeds and things as the First Party may require in the

interest of the Building/Complex and Said Unit. In case of Joint Assignee any document signed/accepted / acknowledged by any one of the Assignees shall be binding upon the other Assignees of the said Unit.

**37. RIGHT TO TRANSFER BY SECOND PARTY:**

37.1 It is agreed that in the event the Assignee/Second Party intends to assign and / or transfer his/her/its rights relating to the Said Unit under this agreement to any third party before registration of the Deed of Assignment shall have to pay an amount equivalent to 3% of the agreed consideration of the unit. After such transfer the amount of money deposited by the Assignee/Second Party shall be deemed to have been deposited by the third party newly inducted as the proposed Assignee/Allottee(s) after execution of the new Agreement for Assignment. However the documentation charges and other cost of registration of the agreement paid by the Second Party shall not be adjusted. The newly inducted proposed Assignee/Allottee(s) shall have to pay the documentation charges afresh.

**38.** The Assignor/first party shall exclusively reserve the roof right of all blocks in the said projects namely "UPWAN" and key of the door of said roofs of all buildings shall kept in the custody of the Assignor/First Party, for the purpose of maintenance and all other reasonable requirements the maintenance association shall temporarily get the key of the said roof and after completion of maintenance work shall refund the said key to the Assignor /first party or their authorized person or persons.

**39. DISPUTE RESOLUTION :**

All or any dispute arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and

obligations of the Parties, shall be settled amicably by mutual discussions, failing which the same shall be settled under the Arbitration and Conciliation Act 1996.

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

*Please affix photographs and sign across the photograph*

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

Allottee: (including joint buyers)

*Please affix photographs and sign across the photograph*

(1) Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

(2) Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

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

Assignor/First Party:

(1) Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

At \_\_\_\_\_ on \_\_\_\_\_ in the presence of:

WITNESSES:

1. Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

2. Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

*Please affix  
photographs  
and sign  
across the  
photograph*

**SCHEDULE-‘A’ -**

**ALL THAT** residential Unit measuring ..... Sq. Ft. carpet area , being Flat No. ...., on the ..... Floor, Tower-“.....”, and one covered car parking space on the ground floor, together with the undivided proportionate share of land underneath the said building/buildings which is constructed upon All that piece and parcel of land measuring about 6.61 Acres more or less lying and situated within Mouza - Gourcharan, J.L. No. 81, R.S. Plot No.129, recorded in R.S. Khatian No. 847 corresponding to its L.R. Plot No. 375 recorded in L.R. Khatian No. 1049, within the jurisdiction of Police Station-



Matigara, District- Darjeeling thereon TOGETHER WITH the right to use and enjoy the common portions, the said flat is butted and bounded by as follows:-

**ON THE NORTH BY:-**

**ON THE SOUTH BY:-**

**ON THE EAST BY:-**

**ON THE WEST BY:-**

**SCHEDULE-‘B’ - FLOOR PLAN OF THE APARTMENT**

**SCHEDULE- ‘C’ - PAYMENT PLAN**

At the time of execution of this agreement	
Within three months from the date of execution of this agreement	
Within ..... months from the date of execution of this agreement	
Within ..... months from the date of execution of this agreement	
Within ..... months from the date of execution of this agreement	
Within ..... months from the date of execution of this agreement	
Before registration and or possession (whichever is earlier) of the unit and car parking space	

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Provided that if the Allottee(s) delays in payment towards any amount which is payable, he/she/they shall/will be liable to pay interest at the rate of 18% P.A.

In addition to the aforesaid consideration the Allottee/assignee has also agreed to pay to the First Party charges if any in respect of:

- i) Charges for providing any additional work in and/or relating to the said Flat at the request of the Assignee/Allottee(s) and for providing any additional facilities or utility for the said Flat shall be paid borne and discharged by the Assignee/Allottee(s).
- ii) All betterment fees taxes and other levies charges imposed by the Government or any other authority relating to the said Premises and/or the said Flat shall be paid and borne by the Assignee/Allottee(s) proportionate to his/ her/ its interest therein.
- iii) Simultaneously if the Assignor/first party fails to handover peaceful physical possession of the said apartment/flat within the period mentioned in the agreement, in that case the assignor/first party shall pay an interest at the rate of prevailing home loan interest of S.B.I. to the Assignee/Allottee(s) upon the paid-up amount.

[ADDITIONAL PAYMENTS]

The Additional Payments mentioned below shall be paid by the Assignee/Allottee(s) on or before the Date of Possession or on the execution of the Deed of Assignment, whichever is earlier.

<b>Particulars</b>	<b>Amount (in Rs.)</b>
IFMS Charges	Rs.2/- per Sq. Ft. per

	month of the super built-up Area in which an amount for 6(six) months will be taken as advance and an amount for 6(six) months will be kept as interest free security deposit by the First Party
Generator connection	Rs.20/- per sq. ft.
HT/LT Transformer installation, main line electric cabling	Rs.30/- per sq. ft.
Association formation	Re.1/- per sq. ft.
Sinking Fund/ Corpus deposit	Rs.25/- per sq. ft.
Corporation/Panchayat property tax deposit	Rs.10/- per sq. ft.
Other cost and taxes	Actual in demand

The above additional payments are excluding the applicable service tax and other levies, all such taxes and levies shall become additionally payable by the Assignee/Allottee(s) as per the prevailing notifications, rules and strictures of any Government body (ies) or Authority (ies)

**SCHEDULE- 'D' - SEPECIFICATIONS, AMENITIES, FACILITIES  
(WHICH ARE PART OF THE APARTMENT)**

[Specification of construction]

<b>Elevation</b>	Modern Aesthetic Elevation
<b>Wall finish</b>	Interior – Conventional brickwork with Cement Putty
<b>Flooring</b>	Master Bedroom - Wooden Laminated or Vitrified Tiles
	Other Bedrooms - Vitrified Tiles
	Living / Dining / Balcony - Vitrified Tiles
<b>Kitchen</b>	Granite platform
	Anti-skid vitrified tiles
	Stainless steel sink
	Dado tiles upto 2 ft above the counter / platform
	Electrical point for refrigerator, water purifier & exhaust fan, microwave etc.
	Provision for installing electric chimney
<b>Toilet</b>	Sanitary ware with wall hanging modern design WC
	Anti-skid vitrified tiles in flooring; Wash Basin
	Glazed tiles on the walls upto door height
	Upgraded CP fittings
	Electric point for geyser & exhaust fan
	Plumbing provision for hot & cold water line
<b>Doors &amp; Windows</b>	Main Door – Wooden panel door polished with decorative handles
	Main Door Fittings - eyepiece
	Internal Doors - Solid core flushed panel doors

	Internal Doors Fittings - Handles, etc.
	Windows - Anodized Aluminium / powder coated windows with glass panes
<b>Electricals</b>	Prefitted ledge for fitting split outdoor AC units for maintaining elevation ethics
	Cable TV in Living / Dining and master bedrooms
	Necessary electrical points all across the flat as per electrical drawing
	PVC conduit pipe concealed copper wiring with Central MCB / RCB of repute brand
	Door bell point at the main entrance door
	Modular switches -
<b>Elevators</b>	2 nos. high speed modern automatic lifts
	Lifts fitted with latest & modern Rescue cum Security features
<b>Ground Lobby</b>	Flooring mix of high end marbles / Granite / Tiles with inlay work
	Decorated lobby
<b>Staircase &amp; Floor Lobby</b>	Good quality Kota / marble / Granite in staircases
	Marbles / Vitrified tiles in each floor lobby with inlay work
	MS Grill / SS railing across the staircase

**SCHEDULE- 'E' - SEPECIFICATIONS, AMENITIES, FACILITIES**

**(WHICH ARE PART OF THE PROJECT)**

**(Common Areas and installations in respect  
whereof only right of user in common shall be  
granted)**

- a) Lobbies, common passages and staircases of the Building and common paths in the Premises.
- b) Air conditioned Community Hall.
- c) Air conditioned Gymnasium
- d) Swimming pool
- e) Meditation/Yoga
- f) Games room & Activities Room
- g) Lightings of common area
- h) Common drains, sewers and pipes.
- i) 24 hrs water supply
- j) Lifts and lift machinery of the Buildings.
- k) Firefighting equipment in the Buildings.
- l) Lawn /landscaped area

(The Schedules to this Agreement for sale shall be as agreed to between the Parties)