


Agreement for Sale

This Agreement for Sale (Agreement) executed on this day of
....., 2020,

By and Between

For A B Corp
Ryan 
Partner

AB CORP, (PAN: ABCFA2991H), a Partnership Firm, Registered under the Partnership Act, having its Office at 1st Floor, Kapil Centre, 2nd Mile, Sevoke Road, P.O. Sevoke Road-734001, P.S. Bhaktinagar, District Jalpaiguri, in the State of West Bengal, represented by one of its Partners, **MRS. RANJANA AGARWAL**, (PAN: _____, Adhaar No. _____), Wife of Sri Ajay Agarwal, resident of C/O. Shanti Warehousing Corporation, 3rd Mile, Sevoke Road, Siliguri, Post Office Salugara, Police Station Bhaktinagar, District Jalpaiguri – 734008, within the state of West Bengal hereinafter referred to as the "**Promoter**"/"**Developer**"/"**First Party**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include, its successor(s)-in-interest, and permitted assigns).

AND

1. _____ (Aadhaar No. _____ & PAN: _____), Son of _____, aged about ____ Years, 2. **Mrs.** _____, (Aadhaar No. _____ & PAN: _____), Wife of Mr. _____, aged about ____ Years, both residing at _____, P.O. _____, P.S. _____, District- _____, West Bengal- _____, hereinafter Collectively called the "**Intending Purchaser(s)**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her/their heirs, executors, administrators, successors-in-interest & permitted assignees).

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

INTERPRETATIONS/ DEFINITIONS:

For the purpose of this agreement for sale, unless the context otherwise requires, -

- a) "**Act**" Means the West Bengal Housing Industry Regulation Act 2017, (West Bengal 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.

For A B Corp

Rajendra Kumar

Partner

WHEREAS:-

- A. **1. SMT. MANSI TRIPATTY, (PAN: ASJPT4610N)**, Wife of Sri Kunal Tripatty, Hindu by religion, Indian by Nationality, Self-employed by Occupation, resident of 26, Kalighat Road, Bhawanipur, Circus Avenue, Post Office and Police Station Bhawanipur, District South 24 Parganas, Kolkata- 700025, within the State of West Bengal,
- 2 SMT. MITALI PAUL, (PAN: ACYPP7508E)**, Wife of Sri Mani Lal Paul, Hindu by religion, Indian by Nationality, Service by Occupation, resident of 18, Satijoymati Nagar, Maligaon, Post Office Maligaon Gotanagar, Police Station Jalukbari, District Kamrup – 781033, within the State of Assam,
- 3. SMT. ANITA KUMARI, (PAN: CAAPK6556R)**, Wife of Sri Agendra Kumar, Hindu by religion, Indian by Nationality, Self-employed by Occupation, resident of Ward No. 11, Near N.C.C Office, Biharsharif, Post Office and Police Station Biharsharif, District Nalanda – 803101, within the State of Bihar,
- 4. SMT. ARPITA GOSWAMI, (PAN: ARFPG5514P)**, Wife of Sri Sekhar Goswami, Hindu by religion, Indian by Nationality, Self-employed by Occupation, resident of Lauchapara, Bamanhat, Post Office and Police Station Dinhata, District Coochbehar - 736168, within the State of West Bengal
- 5. SMT. PUSPANJALI MISHRA, (PAN: ANPPM7426E)**, Wife of Sri Jhadeswar Mishra, Hindu by religion, Indian by Nationality, Self-employed by Occupation, resident of MIG-17, Housing Board Colony, Phase- II, Chidananda Vihar, Post Office and Police Station Khandagiri, District Khorda – 751030, within the State of Orissa,
- 6. SMT. RENU JHA, (PAN: AJFPJ0975P)**, Wife of Sri Chandrakant Jha, Hindu by religion, Indian by Nationality, Self-employed by Occupation, resident of Thakur Gangti, Mishra Gangti, Post Office and Police Station Thakur Gangti, District Godda- 813208, within the State of Jharkhand,
- 7. SMT. JYOTI SAHU, (PAN: EATPS9362G)**, Wife of Sri Ranjeet Kumar, Hindu by religion, Indian by Nationality, Self-employed by Occupation, resident of Gandhi Nagar, Post Office Salugara, Police Station Bhaktinagar, District Jalpaiguri – 734008, within the State of West Bengal,

8. SMT. CHAITALI MAITI, (PAN: BMQPM2057N), Wife of Sri Asish Kumar Maiti, Hindu by religion, Indian by Nationality, Self-employed by Occupation, resident of Ram Thakur Mandir Road, Near Children Park Milan Pally, Post Office Siliguri Bazar, Police Station Siliguri, District Darjeeling- 734005, within the State of West Bengal,

9. SMT. RITA MITRA, (PAN: BBHPM9226M), Wife of Sri Rabi Mitra, Hindu by religion, Indian by Nationality, Self-employed by Occupation, resident of Hamiltonganj, Dipo Para, Post Office Hamiltonganj, Police Station Kalchini, District Jalpaiguri- 735214, within the State of West Bengal

10. SRI RABINDRA KUMAR MITRA, (PAN: AGPPM8040B), Son of Late Jagat Bandhu Mitra, Hindu by religion, Indian by Nationality, Service by Occupation, resident of Hamiltonganj, Dipo Para, Post Office Hamiltonganj, Police Station Kalchini, District Jalpaiguri- 735214, within the State of West Bengal and

11. SMT. SAYANTANEE GHOSH, (PAN: AYTPG7607A), Daughter of Sri Santosh Kumar Ghosh, Hindu by religion, Indian by Nationality, Service by Occupation, resident of Park Road, New Town, Post Office, Police Station and District Alipurduar - 736122, within the State of West Bengal

All jointly acquired all that piece & parcel of land measuring 49.54 Decimals or 30 Kathas (be a little more or less) in RS Plot No. 108 corresponding L.R. Plot No. 216/667 area measuring 26 Decimals and R.S. Plot No. 88 corresponding to L.R. Plot No. 212 measuring 23.54 Decimals, L. R. Khatian No. 945, Mouza- Kalam, Pargana- Patharghata, J.L. No. 76, Touzi No. 91, Police Station Matigara, Sub-Division Siliguri, ADSRO- Siliguri – II at Bagdogra, under Matigara – I Gram Panchayet, District Darjeeling, in state of West Bengal by a Deed of Conveyance being Deed No. 01400 for the year 2019 registered at the office of ADSRO- Siliguri-II at Bagdogra, recorded in Book No. I, Volume No. 0403-2019, Pages from 30588 to 30625 registered on 06.03.2019. Above said Owners of the land are referred to as "**Owners**" hereinafter.

The plot of land owned by the owners is now recorded in L.R. Khatian Nos. 212, appertaining to L.R. Khatian Nos. 2548, 2549, 2550, 2552, 2553, 2554, 2555, 2556, 2558, 2559 and 2560, L.R. Plot No. 212, Mouza- Kalam, P.S. Matigara, Pargana- Patharghata, District- Darjeeling. Total land area of all the owner parties together as per L.R. Khatian is 30 Kathas or 49.54 Decimals.

The owners and the promoter have entered into a Joint Development Agreement dated **24.04.2019** Registered at the office of ADSRO, Siliguri- II at

Bagdogra, District- Jalpaiguri recorded in Book No. 1, Volume No. 0403-2019, pages 49655 to 49714, being document no. **040302263 for the year 2019.**

- B. The said land is earmarked for the purpose of building of a **Residential** project, comprising multistoried apartment buildings and the said project shall be known as "_____"
- C. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the said land on which Project is to be constructed have been completed.
- D. The **Matigara Panchayat Samiti** has granted the commencement certificate to develop the Project vide its approval dated **21.05.2020** Bearing Serial no. (**Order No.**): _____.
- E. The promoter has obtained the final layout plan, sanctioned plan, specification and approvals for the project and also for the apartment as the case may be from **Matigara Panchayat Samiti**. The promoter agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with section 14 of the Act and other laws as applicable.
- F. The Promoter has registered the project under the provisions of the Act with the West Bengal Housing Industry Regulatory Authority at Kolkata on _____ under Registration No. HIRA/P/DAR/2020/_____.
- G. The Allottee had applied for an apartment in the Project vides Application No. ____/ **Shantiniketan Nx** Dated and has been allotted Apartment No. ____ having **Carpet Area** of _____ **Square feet**, type __ **BHK**, on _____ **Floor** in "Shantiniketan Nx" as permissible under the applicable law and of pro rata share in the common areas ("Common Area") as defied 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);
- H. The Parties have gone through all the terms & conditions set out in this Agreement and understood the mutual rights and obligations detailed herein.
- I. Additional Disclosures: **None**
- J. The Parties hereby confirm that they are signing this Agreement with full knowledge of all laws, rules, regulations, notifications etc. applicable to the Project.

For AB Corp
Rangan Ag
Partner

- K. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;
- L. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the Apartment and the Open/Covered parking (if applicable) as specified in Para G.

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 Promoter hereby agrees to sell to the Allottee(s) and the Allottee(s) hereby agrees to purchase, the said Apartment as specified in Para 'G'

1.2 The Total Price for the Apartment based on the Carpet Area is Rs. _____/- (In words : Rupees _____ only) ("**Total Price**") Break-up and description:-

Building: SHANTINIKETAN NX Apartment No. A-2 Type-3BHK Floor- 2 nd Floor	Total Price
Flat (Consideration Value)	Rs. _____
Covered/Open Car Parking	Rs. _____
Two Wheeler Parking	Rs. _____
Power & Power Back Up Charges	Rs. 1,00,000.00
Legal & Documentation Charges	Rs. 15,000.00

Explanation:

(i) The Total Price above includes the booking amount paid by the allottee to the Promoter towards the Apartment.

(ii) The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter by way of G.S.T. and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter, by

whatever name called) upto the date of the handing over the possession of the Apartment to the allottee and the Project to the association of allottees or the competent authority, as the case may be, after obtaining the completion certificate; **Provided that** in case there is any change/ modification in the taxes, the subsequent amount payable by the Allottee(s) to the Promoter shall be increased/ reduced based on such change/ modification.

Provided further that if there is any increase in the taxes after the expiry of the schedule 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;

(iii) The Promoter shall periodically intimate to the Allottee(s), the amount payable as stated in (i) above and the Allottee(s) shall make payment demanded by the Promoter within the time and in the manner specified therein. In addition, the Promoter shall provide to the Allottee(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) The Total Price of Apartment includes recovery of price of land, construction of, not only the Apartment but also, the common areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the Apartment, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the common areas, maintenance charges as per Para. II etc. and includes cost for providing all other facilities, amenities and specification to be provided within the Apartment and the Project.

1.3 The Total Price is escalation free, save and except increases which the Allottee(s) hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority, from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee(s) for increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall enclose the said notification/ order/ rules/ regulations to that effect along with the demand letter being issued to the Allottee(s), which shall only be applicable on subsequent payments. Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said project by the Authority, as per the Act, the same shall not be charged from the Allottee.

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

1.5 The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee(s) by discounting such early payments @8% per annum for the period by which the respective installment has been preponed. 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 Promoter.

1.6 It is agreed that the Promoter 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/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 Promoter may make such minor additions or alterations as may be required by the Allottee(s), or such minor changes or alterations as per the provisions of the Act.

1.7 The Promoter shall confirm to the final carpet areas that has been allotted the Allottee after in construction of the building is complete and the occupancy certificate the granted by the competent authority, 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 Promoter. If the there is reduction in the carpet area than the Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area, which is not more than three percent of the carpet area of the Apartment, allotted to the Allottee, the Promoter 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.

1.8. Subject to Para 9.3 the Promoter agreed and acknowledges, the Allottee shall have the right to the Apartment/ Plot as mentioned below:

- (i) The Allottee(s) shall have exclusive ownership of the Apartment;
- (ii) 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 and maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the Promoter shall handover the common areas to the association of allottees

after duly obtaining the completion certificate from the competent authority as provided in the Act;

- (iii) That the computation of the price of the Apartment includes recovery of price of land, construction of, [not only the Apartment but also], the common areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the Apartment, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the common areas, maintenance charges as per Para 11 etc. and includes cost for providing all other facilities, amenities and specification to be provided within the Apartment and the Project;
- (iv) The Allottee has the right to visit the Project site to assess the extent of development of the Project and his Apartment as the case may be.

1.9 It is made clear by the Promoter and the Allottee agrees that the Apartment along with Open/covered parking shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the said Land and is not a part of any other project or zone and shall not form a part of and/or linked/ combined with any other project in its vicinity or otherwise 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.

1.10 The Promoter agrees to pay all outgoing/ dues before transferring the physical possession of the Apartment to the Allottee(s) which it has collected from the Allottee(s), for the payment of outgoing/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 Promoter fails to pay all or any of the outgoing/ 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 Promoter agrees to be liable, even after the transfer of the property, to pay such outgoing/ 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.

- 1.11 The Allottee has paid a some of **Rs. 3,00,000/- (Rupees Three Lacs only)** as booking amount being part payment towards the Total Price of the Apartment at the time of application the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Apartment as prescribed in the payment plan at [Schedule C] as may be demanded by the Promoter within the time and manner specified therein. Provided that if the Allottee(s) delays in payment towards any amount which is payable, he shall be liable to pay interest at the rate prescribed in the Rules.

2. **MODE OF PAYMENT:**

Subject to the terms of the agreement and the Promoter abiding by the construction milestones, the Allottee shall make all payments, on written demand by the Promoter, 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 **A. B CORP** payable at SILIGURI .

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 there under 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 Promoter with such permission, approval which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and 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 Promoter accepts no responsibility in regard to matters specified in Para 3.1 above. The Allottee shall keep the Promoter fully indemnified and harmless in this 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 Promoters immediately and comply with necessary formalities if any, under the applicable laws. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of Allottee and such third party shall not have any right in the application/allotment of the said Apartment apply for herein in any way and the Promoter shall be issuing the payment receipts in favor of the Allottee only.

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

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

5. **TIME IS ESSENCE :**

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

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

The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the Apartment and accepted the floor plan, payment plan and the specification, amenities and facilities annexed along with this Agreement which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities, Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent authorities and shall also strictly abide by the bye-laws, FAR, and density norms and provisions prescribed by the Jalpaiguri Zilla Parishad, Rajganj Pachayet Samity and Dabgram-II Gram Panchayet and shall not have an option to make any variation/ alteration/ modification in such plans, other than in the manner provided under the Act, and breach of this term by the Promoter shall constitute a material breach of this Agreement.

7. **POSSESSION OF THE APARTMENT :**

- 7.1 **Schedule for possession of the said [Apartment]** – The Promoter agrees and understands that timely delivery of possession of the Apartment to the Allottee and the common areas to the Association of allottees or the competent authority, as the case may be, is the essence of the Agreement. The Promoter assures to handover possession of the Apartment along with ready and complete common areas with all specifications, amenities and facilities of the Project in place on _____ unless there is delay or failure due to war, flood, drought, fire, cyclone earthquake 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 then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Apartment.

Provided that such *Force Majeure* conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee(s) agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to *Force Majeure* conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee(s) the entire amount received by the Promoter from the Allotment within 45 days from that date. The Promoter shall intimate the Allottee about such termination at least thirty days prior to such termination. After refund of the money paid by the Allottee, the Allottee agreed that he/ she shall not have any rights, claims etc. against the Promoter and the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

- 7.2 **Procedure for taking possession-** The Promoter, upon obtaining the occupancy certificate from the competent authority shall offer in writing the possession of the Apartment, to the Allottee(s) in terms of this Agreement to be taken within _____ from the date of issue of occupancy certificate. [Provided that, in the absence of local law, the conveyance deed in favor of the Allottee shall be carried out by the Promoter within three months from the date of issue of occupancy certificate]. The Promoter 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 Promoter. The Allottee(s), after taking possession, agree(s) to pay the maintenance charges as determined by the Promoter/ Association of Allottees, as the case may be, after the issuance of completion certificate for the Project. The Promoter shall handover the occupancy certificate of the Apartment, as the case may be, to the Allottee at the time of conveyance of the same.

7.3 **Failure of Allottee to take possession of [Apartment]-** Upon receiving a written intimation from the Promoter as per Para 7.2 above, the Allottee(s) shall take possession of the Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and the Promoter shall give possession of the Apartment to the Allottee(s). In case the Allottee(s) fails to take possession within the time provided as per Para 7.2 above, such Allottee shall continue to be liable to pay maintenance charges as specified under Para 7.2.

7.4 **Possession by the Allottee-** After obtaining the occupancy certificate* and handing over physical possession of the Apartment to the Allottee, it shall be the responsibility of the Promoter 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 Promoter shall handover the necessary documents and plans, including common areas, to the Association of allottees or the competent authority, as the case may be, within thirty days after obtaining the completion certificate].

7.5 **Cancellation by Allottee-** The Allottee(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 Promoter, the Promoter 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 Promoter to the Allottee(s) within forty-five days of such cancellation.

7.6 **Compensation** – The Promoter shall compensate the Allottee in case of any loss, caused to him due to defective title of the land, on which the Project is being developed or has been developed, in the manner as provided under the Act and the claim for 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 Promoter fails to complete or is unable to give possession of the said Apartment (i) in accordance with the terms of this Agreement, duly completed by the date specified in Para 7.1 above; or (ii) due to discontinuance of his 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 Promoter shall be liable, on demand to the Allottee, in case the Allottee wishes to withdraw from the

Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Apartment, with interest including compensation in the manner as provided under the Act within forty-five days of it becoming due:

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

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER :

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

- (i) The Promoter 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 Promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the Project;
- (iii) There are no encumbrances upon the said Land or the Project;
- (iv) There are no litigations pending before any Court of law or Authority with respect to the said Land, Project or the Apartment;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Building and Apartment and common areas;
- (vi) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee(s) created herein, may prejudicially be affected;
- (vii) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Land, including the Project and the said Apartment which will, in any manner, affect the rights of Allottee(s) under this Agreement;

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

9. EVENTS OF DEFAULTS AND CONSEQUENCES :

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

- (i) The Promoter fails to provide ready to move in possession of the Apartment to the Allottee(s) within the time period specified in Para 7.1 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, and for which occupation certificate and completion certificate, as the case may be, has been issued by the competent authority;

- (ii) Discontinuance of the Promoter's business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made thereunder.

9.2 In case of default by the Promoter under the conditions listed above, Allottee(s) is entitled to the following:-

- (i) Stop making further payments to the Promoter as demanded by the Promoter. If the Allottee(s) stops making payments, the Promoter 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
- (ii) The Allottee(s) shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee(s) under any head whatsoever towards the purchase of the Apartment, along with interest within forty-five 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 Promoter, interest at the rate prescribed in the Rules, for every month of delay till the handing over of the possession of the Apartment, which shall be paid by the Promoter to the Allottee within forty-five days of it becoming due.

9.3 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 3 (three) consecutive demands made by the Promoter as per the payment plan annexed hereto, despite having been issued notice in that regard, the Allottee(s) shall be liable to pay interest to the Promoter on the unpaid amount at the rate prescribed in the Rules.
- (ii) In case of default by Allottee under the conditions listed above continues for a period beyond 3(three) consecutive months after notice from the Promoter in this regard, the Promoter 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 and this Agreement shall thereupon stand terminated :

Provided that the Promoter shall intimate the Allottee about such termination at least thirty days prior to such termination.

10. CONVEYANCE OF THE SAID APARTMENT :

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

[Provided that, in absence of local law, the conveyance deed in favour of the Allottee shall be carried out by the Promoter within three months from the date of issue of occupancy certificate].

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

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

The Promoter shall be responsible for providing and maintaining the essential services in the Project, till the taking over of the maintenance of the Project by the Association of allottees upon the issuance of the completion certificate of the Project. The cost of such maintenance has been included in the Total Price of the Apartment.

12. DEFECT LIABILITY :

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per this Agreement relating to such development is brought to the notice of the Promoter within a period of five years by the allottee from the date of handing over possession, it shall be the duty of the Promoter to rectify such defects without further charge, within thirty days, and in the event of Promoter's 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 TO ENTER THE APARTMENT FOR REPAIRS:

The Promoter/ maintenance agency/Association of allottees shall have rights of unrestricted access of all common areas, garages/covered parking and parking spaces for providing necessary maintenance services and the

Allottee(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.

14. USAGE:

Use of Basement(s) and service areas:- The basement and service areas, if any, as located within the " _____ ", shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, fire fighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Allottee(s) shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for used by the Association of allottees for rendering maintenance services.

15. COMPLIANCE WITH RESPECT TO THE APARTMENT :

15.1 Subject to Para 12 above, the Allottee(s) shall, after taking possession, be solely responsible to maintain the said Apartment at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the 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.

15.2 The Allottee further undertakes, assures and grantees that he/ she 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 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.

15.3 The Allottee shall plan and distribute its electric load in conformity with the electric systems installed by the Promoter and thereafter the Association of allottees and/or maintenance agency appointed by the association of allottees. The Allottee shall be responsive for any loss or damages arising out of breach of any of the aforesaid conditions.

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

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

17. **ADDITIONAL CONSTRUCTIONS:**

The Promoter undertakes that it has no right to make additions or to put up additional structure 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.

18. **PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:**

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

19. **APARTMENT OWNERSHIP ACT (OR RELEVANT STATE ACT)**

The Promoter has assured the allottees that the Project in its entirety is in accordance with the applicable local laws in the State of West Bengal. The Promoter has constructed the Project showing compliance of various laws/regulations as applicable in the state of West Bengal.

20. **BINDING EFFECT :**

Forwarding this Agreement to the Allottee(s) by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee(s) until, firstly, the 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 Addl. Sub-Registrar Siliguri-III at Bagdogra as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement

within 30 (thirty) days from the date of its receipt by the Allottee(s) and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee(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 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.

21. ENTIRE AGREEMENT:

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

22. RIGHT TO AMEND :

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

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

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the 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.

24. WAIVER NOT A LIMITATION TO ENFORCE:

24.1 The Promoter may, at its sole option and discretion, without prejudice to its rights as said out in this Agreement waive the breach by the Allottee 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 Promoter in the case of one allottee shall not be construed to be a precedent and /or binding on the Promoter to exercise such discretion in the case of other allottees.

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

25. SEVERABILITY:

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder

or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to 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.

26. 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 the Project, the same shall be the proportion which the carpet area of the Apartment bears to the total carpet area of all the Apartments in the Project.

27. FURTHER ASSURANCES:

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

PLACE OF EXECUTION :

The execution of this Agreement shall be completed only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee(s), in the presence of attesting witness after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Addl. Sub-Registrar Bhaktinagar. Hence this Agreement shall be deemed to have been executed at Siliguri.

29. NOTICES:

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

Promoter's name: AB CORP	Allottee(s) name: 1. Mr. _____ 2. Mrs. _____
Address: 1 st Floor, Kapil Centre, Sevoke Road, Siliguri-734001, West Bengal.	Address: _____, _____, P.O. _____, P.S. _____, District- _____, W.B.- _____

It shall be the duty of the Allottee and promoter 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 Promoter or the Allottee, as the case may be.

30. JOINT ALLOTTEE:

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

31. SAVINGS:

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

32. GOVERNING LAW:

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

33. DISPUTE RESOLUTION :

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 Arbitration and Conciliation Act 1996.

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 _____

(2) Signature _____

Name _____

Address _____

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Promoter: AB CORP

Signature _____

Name: MRS. RANJANA AGARWAL

Address: 1st Floor, Kapil Centre, Sevoke Road,

Siliguri-734001, West Bengal

At Siliguri on ____ day of ____ 20__ in the presence of:

*Please affix
photographs
and sign
across the
photograph*

*Please affix
photographs
and sign
across the
photograph*

*Please affix
photographs
and sign
across the
photograph*

WITNESSES:

1. Signature _____
Name _____
Address _____

2. Signature _____
Name _____
Address _____

SCHEDULE-'A' -

**DESCRIPTION OF THE [APARTMENT/PLOT] AND TILE GARAGE/COVERED
PARKING (IF APPLICABLE) ALONG WITH BOUNDARIES IN ALL FOUR
DIRECTIONS**

ALL THAT Residential Flat premises bearing Flat No. _____ on _____ Floor of the building known as " _____ " standing on Plot of land measuring 49.54 Decimals or 30 Kathas (be a little more or less) in RS Plot No. 108 corresponding L.R . Plot No. 216/667 area measuring 26 Decimals and R.S. Plot No. 88 corresponding to L.R. Plot No. 212 measuring 23.54 Decimals, L. R. Khatian No. 945, Mouza- Kalam, Pargana- Patharghata, J.L. No. 76, Touzi No. 91, Police Station Matigara, Sub-Division Siliguri, ADSRO- Siliguri – II at Bagdogra, under Matigara – I Gram Panchayet, District Darjeeling, in state of West Bengal.

The land on which the said building stands bound and butted as per follows:-

By North: Land of Ranatosh Saha and Manju Mallick;

By South: 12 Feet wide Kutcha Road adjacent to the land of Smt. Mansi Tripatty and others

By East : 18 Feet wide Kutcha Road;

By West : 19 Feet wide Kutcha Road.

SCHEDULE-'B' - FLOOR PLAN OF THE APARTMENT- ATTACHED

SCHEDULE- 'C' - PAYMENT PLAN

PAYMENT PLAN

SI	PARTICULARS	TIME PERIOD/WORK PROGRESS	Instalment Breakup
1	Booking Amount	At the time of booking	Rs. _____
2	1 st Instalment	Within 30 days	10% of Total Price Less Booking Amount
3	2 nd Instalment	2 nd Floor Roof Casting	30% of Total Price
6	3 rd Instalment	3 rd Floor Roof Casting	25% of Total Price
7	4 th Instalment	Completion Brick Work	20% of Total Price
8	5 th Instalment	Completion of Flooring	10% of Total Price.
9	6 th Instalment	On Possession	5% of Total Price & Other Charges

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

1	Structure	Superstructure: Earthquake Resistant RCC Framed Column Beam Structure.
2	Wall Construction	External Walls: Acc Block Work/Brick Work; Internal Partitions: Acc Block Work/Brick Work.
3	Living and Dining Rooms	Flooring & Skirting : Superior Quality Vitrified Tiles; Walls: Wall Putty / P.O.P; Ceiling: Wall Putty / P.O.P;
4	Bedrooms	Flooring & Skirting : Superior Quality Vitrified Tiles; Walls: Wall Putty / P.O.P; Ceiling: Wall Putty / P.O.P;
5	Toilets	Flooring & Skirting : Superior Quality Tiles; Walls: Superior Quality Ceramic Tiles till 1800 mm and remaining part Wall Putty / P.O.P; Ceiling: Wall Putty / P.O.P;

6	Kitchen	Flooring & Skirting : Superior Quality Ceramic Tiles; Walls : 2 feet high Tiles above counter and remaining part Wall Putty / P.O.P;
7	Balcony & Accessible Terrace	Flooring & Skirting : Ceramic Tiles;
8	Corridores & Lift Lobbies	Flooring & Skirting :Marble & Kota Stone as per design; Walls : Wall Putty, OBD Paint, Marble in Lift Door Walls.
9	Doors & Window	Doors: Sal Frame & Flush Doors; Windows: Anodized Aluminum with Sliding/Casement.
10	External Finishes	Weatherproof external paint
11	Electrical	Concealed wiring and modular switches
12	Provision for Air Conditioning suitable electrical wiring and service/AC ledge	

SCHEDULE- 'E' - SEPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF THE PROJECT)

[SPECIFICATIONS, AMENITIES, FACILITIES WHICH ARE PART OF THE PROJECT]

SI. No.	PARTICULARS
1	Fire Protection and Detection System in common areas
2	Security system comprising of CCTV.
3	Car Charging Point
4	24/7 DG facility
5	Residential activity centre-Banquet,
6	Landscaped podium.
7	Street lighting
8	LED lights in common area
9	Internal road
10	Internal Sewer water line
11	House Hold Garbage Disposal System