

AGREEMENT FOR ASSIGNMENT

This Agreement for Assignment ("**Agreement**") executed on this __day of_, 20__.

:2:

By and Between

PANCHPARV DEALCOMM PRIVATE LIMITED (PAN:- AAGCP5123N), A Private Limited Company incorporated under the provision of Companies Act, 1956 bearing certificate of Incorporation No U51101WB2012PTC176686 Dated 22/03/2012 having its registered Office at Office No. 23, Third Floor, International Market, Sevoke Road, Ward No. 10, Siliguri-734001, P.O. & P.S. Siliguri in the District of Darjeeling --- hereinafter called the **ASSIGNOR/FIRST PARTY**(which expression shall mean and include unless excluded by or repugnant to the context its office bearers, executors, successors, administrators, representatives and assigns) of the **ONE PART** represented by one of its Director duly authorized for this purpose **SRI KAJAL SARKAR** S/o Sri Kamal Sarkar, Hindu by religion, Indian by Nationality, Director of the above named Company by profession, resident of 3rd Floor, Hotel Mayor, Sevoke Road, Siliguri-734001, P.O. & P.S. Siliguri in the District of Darjeeling.

AND

[If the Allottee is a company]

_____, (CIN no. _____) a company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], having its registered office at _____, (PAN _____), represented by its authorized signatory, _____, (Aadhar no. _____) duly authorized *vide* board resolution dated _____, hereinafter referred to as the “**Allottee**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, executors, administrators and permitted assignees).

[OR]

[If the Allottee is a Partnership]

_____, a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at _____, (PAN _____), represented by its authorized partner, _____, (Aadhar no. _____) authorized *vide* _____, hereinafter referred to as the “**Allottee**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, executors, administrators and permitted assignees, including those of the respective partners).

[OR]

:3:

[If the Allottee is an Individual]

Mr. / Ms. _____, (Aadhar no. _____) son / daughter of _____, aged about _____ residing at _____, (PAN _____), hereinafter called the “**Allottee**” (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 and permitted assignees).

[OR]

[If the Allottee is a HUF]

Mr. _____, (Aadhar no. _____) son of _____ aged about _____ for self and as the Karta of the Hindu Joint Mitakshara Family known as _____ HUF, having its place of business / residence at _____, (PAN _____), hereinafter referred to as the “**Allottee/Assignee**” (which expression shall unless repugnant to the context or meaning thereof be deemed to include his heirs, representatives, executors, administrators, successors-in-interest and permitted assigns as well as the members of the said HUF, their heirs, executors, administrators, successors-in-interest and permitted assignees).

MEGA DEVELOPERS (PAN:- ABHFM1152D) A Partnership Firm, having its Office at Rom No. F 401, 4th Floor, City Centre, The Uttorayon Township, Matigara, NH-31, Siliguri-734010, P.O. & P.S. Matigara in the District of Darjeeling represented by its Partner **SRI NARESH AGARWAL** S/o Late Kailash Chand Agarwala, Hindu by Religion, Indian by Nationality, Business by occupation, resident of 427, Nehru Road, Khalpara, Siliguri-734005, P.O. & P.S. Siliguri in the District of Darjeeling ---- hereinafter referred to as the „**DEVELOPER/CONFIRMNG PARTY**“(which expression shall mean and include unless excluded by or repugnant to the context its partners, heirs executors, successors, administrators, representatives and assigns)of the **OTHER PART**.

The Assignor, Developer and Allottee shall hereinafter collectively be referred to as the “**Parties**” and individually as a “**Party**”.

A. WHEREAS First Party hereof **PANCHPARV DEALCOMM PRIVATE LIMITED** acquired Lease Hold right of a piece and parcel of land measuring 69.58 Katha appertaining to and forming part of R.S. Plot No. 459 corresponding to L.R. Plot No. 817, recorded in R.S. Khatian No. 260 corresponding to L.R. Khatian No. 307 of Mouza–Ujanu in the District of Darjeeling by virtue of a Deed of Assignment executed by **LUXMI TOWNSHIP & HOLDINGS LIMITED ERSTWHILE**

:4:

LUXMI TOWNSHIP LIMITED and registered at the office of the Additional District Sub-Registrar, Siliguri-II at Bagdogra and recorded in Book No. I, Volume No. 0403-2018, Pages 62879 to 62921, being Document No. 040303149 for the year 2018.

- B. **AND WHEREAS** possessing the aforesaid landed property First Party hereof **PANCHPARV DEALCOMM PRIVATE LIMITED** First Party duly mutated its name at the office of B.L. & L.R.O., Shivmandir, and got its name recorded in L.R. Khatian No. 1302 of Mouza-Ujanu in the District of Darjeeling.
- C. **AND WHEREAS** First Party hereof **PANCHPARV DEALCOMM PRIVATE LIMITED** also acquired Lease Hold right of a piece and parcel of land measuring 0.5206 Acre or 31.5 Katha appertaining to and forming part of R.S. Plot No. 297/459 corresponding to L.R. Plot No. 817, recorded in R.S. Khatian No. 260 corresponding to L.R. Khatian No. 307 of Mouza-Ujanu in the District of Darjeeling by virtue of a Deed of Assignment executed by **LUXMI TOWNSHIP & HOLDINGS LIMITED ERSTWHILE LUXMI TOWNSHIP LIMITED** and registered at the office of the Additional District Sub-Registrar, Siliguri-II at Bagdogra and recorded in Book No. I, Volume No. 0403-2019, Pages 166729 to 166770, being Document No. 040307181 for the year 2019.
- D. **AND WHEREAS** possessing the aforesaid landed property First Party hereof **PANCHPARV DEALCOMM PRIVATE LIMITED** First Party duly mutated its name at the office of B.L. & L.R.O., Shivmandir, and got its name recorded in L.R. Khatian No. 1360 of Mouza-Ujanu in the District of Darjeeling.
- E. **AND WHEREAS** the First Party/owner is the absolute owners in possession of all that piece or parcel of land measuring 101.08 Katha more fully described in the schedule – A given below.
- F. **AND WHEREAS** the First Party above named being desirous of constructing a multi-storied Building or block by block-wise separated Residence Building for purpose of Assigning them on ownership basis to various intending customers/buyers on the aforesaid land but not being in a position to put their contemplation and scheme into action due to shortage of fund and lack of experience, were in search of a developer who could construct the residential Building for mutual benefit.
- G. **AND WHEREAS** the DEVELOPER hereof **MEGA DEVELOPERS** and its Partner are a bona-fide and renowned developer/Promoter/Contractor/ Builder having experience in design and construction and adequate resources of finance in

:5:

construction of multistoried building and has got standing goodwill and reputation to collect/ advance/securities during the tenure of construction.

- H. **AND WHEREAS** the First Party came to know about the credential of the Developer, the First Party approaches the Developer to construct a Multistoried building on the land as above referred and fully described in the schedule given below either building wise/block wise or in piece meals on the basis of the map to be approved by the competent authority or as to be mutually agreed upon by both the parties taking into account or consideration the maximum utility of the land. The shall do all such construction from its own resources, efforts and endeavors and shall recover the investment cost by selling/leasing the construction blocks/ building/ utility areas/common spaces to the intending buyers/Allottees/ company's/ organizations/co-operatives and/or as deemed fit from its allocated share.
- I. **AND WHEREAS** to avoid future disputes and misunderstandings the First Party and the Developer hereof enter into a development agreement containing mutually agreed terms and conditions as laid down in the **DEVELOPMENT AGREEMENT DATED _____**.
- J. **AND WHEREAS** the First Party vide a Power of Attorney dated _____ empowered MEGA DEVELOPERS to execute Assignment agreement, Deeds, Declaration, Affidavit in the joint name of the First Party and the Developers to assign and allot or dispose of the said property or part thereof including the built-up area constructed on the scheduled A land and to receive advance/assignment amount /token fees and other consideration amount from the Allottee.
- K. The Said schedule-A Land is earmarked for the purpose of a construction of Residential Project, comprising of multistoried apartment buildings in Blocks and the said project shall be known as "LUMINA LUXURIA" ;
- L. The Assignor herein have decided or agreed to allot and assign and the Allottee/Assignee herein have agreed to accept the assignment of One Flat Premises having measuring **Carpet Area: _____ Sq. Ft.** (as per HIRA) (excluding balcony), **Built up Area: _____Sq. Ft. & Super Built-up Area: _____Sq. Ft.** being **Flat No. _____**, at _____**Floor** of **Block _____** together with One Covered/Open parking Space (measuring more or less about _____**Sq. Ft.**) at Ground Floor of the Complex named & designed as "LUMINA LUXURIA", as permissible under the applicable law and of pro rata share in the common areas ("**Common Areas**") as defined under clause (n) of Section 2 of the Act.

:6:

- M. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein.
- N. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project.
- O. 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.
- P. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Assignor hereby agrees to assign/allot and the Allottee/s hereby agrees to accept the Apartment and the Covered/Open Parking (if applicable) as specified in para L.

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

1. TERMS:

Subject to the terms and conditions as detailed in this Agreement, the Assignor agrees to assign to the Allottee/s and the Allottee/s hereby agrees to accept the assignment of the Apartment as specified in para L.

The Total Price for the Apartment based on the carpet area is Rs..... /-
(Rupees) only

Block/Building/Tower no. ___ Apartment no. _ Type ___ Floor	Rate of Apartment per square feet*

AND

Covered/Open Parking - 1	Price for 1

:7:

Explanation:

- a. The Total Price above includes the booking amount paid by the Allottee to the Assignor towards the Apartment.
- b. The Total Price above excludes Taxes (consisting of tax paid or payable by the Allottee by way of Value Added Tax, Service Tax, and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Assignor) up to the date of handing over the possession of the Apartment.

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

- c. The Assignor shall periodically intimate to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment within 30 (thirty) days from the date of such written intimation. In addition, the Assignor shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective.
- d. The Total Price of Apartment includes: 1) *pro rata* share in the Common Areas; and 2) Open/Covered parking(s) as provided in the Agreement.

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

The Allottee(s) shall make the payment as per the payment plan set out in **Schedule C (“Payment Plan”)**.

It is agreed that the Assignor shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described therein in respect of the apartment, plot or building, as the case may be, without the previous written consent of the Allottee. Provided that the Assignor may make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act.

Subject to Clause 9.3 the Assignor agrees and acknowledges, the Allottee shall have the right to the Apartment as mentioned below:

- e. The Allottee shall have exclusive ownership of the Apartment.

:8:

- f. The Allottee shall also have undivided proportionate share in the Common Areas. Since the share / interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. Further, the right of the Allottee to use the Common Areas shall always be subject to the timely payment of maintenance charges and other charges as applicable. It is clarified that the Assignor shall convey undivided proportionate title in the common areas to the association of Allottees as provided in the Act.
- g. 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, fire detection and firefighting equipment in the common areas etc. and includes cost for providing all other facilities as provided within the Project.

It is made clear by the Assignor 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 except for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottees of the Project.

The Assignor agrees to pay all outgoings before transferring the physical possession of the apartment to the Allottees, which it has collected from the Allottees, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the project). If the Assignor fails to pay all or any of the outgoings collected by it from the Allottees or any liability, mortgage loan and interest thereon before transferring the apartment to the Allottees, the Assignor agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefore by such authority or person.

The Allottee has paid a sum of Rs _____ (Rupees _____ only) as booking amount being part payment towards the Total Price of the Apartment at the time of application the receipt of which the Assignor hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Apartment as prescribed in the Payment Plan as may be demanded by the Assignor within the time and in the manner specified therein.

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

2. MODE OF PAYMENT

Subject to the terms of the Agreement and the Assignor abiding by the construction milestones, the Allottee shall make all payments, on demand by the Assignor, within the stipulated time as mentioned in the Payment Plan through A/c Payee cheque/demand draft or online payment (as applicable) in favour of “MEGA DEVELOPERS” payable at Siliguri.

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES

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

The Assignor accepts no responsibility in this regard. The Allottee shall keep the Assignor fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Assignor immediately and comply with necessary formalities if any under the applicable laws. The Assignor shall not be responsible towards any third party making payment/remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the said apartment applied for herein in any way and the Assignor shall be issuing the payment receipts in favour of the Allottee only.

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS

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

5. TIME IS ESSENCE

Time is of essence for the Assignor as well as the Allottee. The Assignor shall abide by the time schedule for completing the project and handing over the Apartment to the Allottee and the common areas to the association of the Allottees after receiving the occupancy certificate* or the completion certificate or both, as the case may be. Similarly, the Allottee shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Assignor as provided in **Schedule C (“Payment Plan”)**.

6. CONSTRUCTION OF THE PROJECT/ APARTMENT

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

7. POSSESSION OF THE APARTMENT/PLOT

Schedule for possession of the said Apartment: The Assignor agrees and understands that timely delivery of possession of the Apartment is the essence of the Agreement. The Assignor, based on the approved plans and specifications, assures to hand over possession of the Apartment on 31/10/2025 unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project (“**Force Majeure**”). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Assignor shall be entitled to the extension of time for delivery of possession of the Apartment , provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Assignor to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Assignor shall refund to the Allottee the entire amount received by the Assignor from the allotment within 45 days from that date. After refund of the money paid by the Allottee, Allottee agrees that he/ she shall not have any rights, claims etc. against the Assignor and that the Assignor shall be released and discharged from all its obligations and liabilities under this Agreement.

:11:

Procedure for taking possession - The Assignor, upon obtaining the occupancy certificate* from the competent authority shall offer in writing the possession of the Apartment , to the Allottee in terms of this Agreement to be taken within 3 (three months from the date of issue of such notice and the Assignor shall give possession of the Apartment to the Allottee. The Assignor agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Assignor. The Allottee agree(s) to pay the maintenance charges as determined by the Assignor/association of Allottees, as the case may be. The Assignor on its behalf shall offer the possession to the Allottee of receiving the occupancy certificate of the Project.

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

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

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

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

Compensation – The Assignor 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 compensation under this section shall not be barred by limitation provided under any law for the time being in force.

Except for occurrence of a Force Majeure event, if the Assignor fails to complete or is unable to give possession of the Apartment (i) in accordance with the terms of this Agreement, duly completed by the date specified herein; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Assignor shall be liable, on demand to the Allottees, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Apartment , with interest at the rate specified in the Rules within 45 days including compensation in the manner as provided under the Act. Provided that where if the Allottee does not intend to withdraw from the

:12:

Project, the Assignor shall pay the Allottee interest at the rate specified in the Rules for every month of delay, till the handing over of the possession of the Apartment .

8. REPRESENTATIONS AND WARRANTIES OF THE ASSIGNOR

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

- (i) The Assignor has absolute, clear and marketable title with respect to the said Land; the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project.
- (ii) The Assignor 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 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 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 has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected.
- (vii) The Assignor has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Land, including the Project and the said Apartment which will, in any manner, affect the rights of Allottee under this Agreement.
- (viii) The Assignor confirms that the Assignor is not restricted in any manner whatsoever from selling the said Apartment to the Allottee in the manner contemplated in this Agreement.
- (ix) At the time of execution of the conveyance deed the Assignor shall handover lawful, vacant, peaceful, physical possession of the Apartment to the Allottee and the common areas to the Association of the Allottees.
- (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.

:13:

- (xi) The Assignor 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.
- (xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Assignor 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 Assignor shall be considered under a condition of

Default, in the following events:

- a. Assignor fails to provide ready to move in possession of the Apartment to the Allottee within the time period specified. For the purpose of this clause, 'ready to move in possession' shall mean that the apartment shall be in a habitable condition which is complete in all respects.
- b. Discontinuance of the Assignor'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 there under.

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

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

Provided that where an Allottee does not intend to withdraw from the project or terminate the Agreement, he shall be paid, by the Assignor, interest at the rate specified in the Rules, for every month of delay till the handing over of the possession of the Apartment .

:14:

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

- a. In case the Allottee fails to make payments for 3 (Three) consecutive demands made by the Assignor as per the Payment Plan annexed hereto, despite having been issued notice in that regard the Allottee shall be liable to pay interest to the Assignor on the unpaid amount at the rate specified in the Rules.
- b. In case of Default by Allottee under the condition listed above continues for a period beyond consecutive 3 (Three) months after notice from the Assignor in this regard, the Assignor shall cancel the allotment of the Apartment in favour of the Allottee and refund the amount money paid to him by the Allottee by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated.

10. CONVEYANCE OF THE SAID APARTMENT

The Assignor, on receipt of complete amount of the Price of the Apartment under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the Apartment together with proportionate indivisible share in the Common Areas within 3 (three) months from the issuance of the occupancy certificate*. However, in case the Allottee fails to deposit the stamp duty, registration charges and all other incidental and legal expenses etc. so demanded within the period mentioned in the demand letter, the Allottee authorizes the Assignor to withhold registration of the conveyance deed in his/her favour till full and final settlement of all dues and stamp duty and registration charges to the Assignor is made by the Allottee. The Allottee shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899 including any actions taken or deficiencies/penalties imposed by the competent authority(ies).

11. MAINTENANCE OF THE SAID BUILDING / APARTMENT / PROJECT

The Assignor shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the association of the Allottees. 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 Assignor as per the agreement for sale relating to such development is brought to the notice of the Assignor within a period of 5 (five) years by the Allottee from the date of handing over possession, it shall be the duty of the Assignor to rectify such defects without further charge, within 30 (thirty) days, and in the event of Assignor's failure to rectify such defects within such time, the aggrieved Allottees shall be entitled to receive appropriate compensation in the manner as provided under the Act.

:15:

**13. RIGHT OF ALLOTTEE TO USE COMMON AREAS AND FACILITIES
SUBJECT TO PAYMENT OF TOTAL MAINTENANCE CHARGES**

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

14. RIGHT TO ENTER THE APARTMENT FOR REPAIRS

The Assignor / maintenance agency /association of Allottees shall have rights of unrestricted access of all Common Areas, Open/Covered Parking's and parking spaces for providing necessary maintenance services and the Allottee agrees to permit the association of Allottees and/or maintenance agency to enter into the Apartment or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

15. USAGE

Use of Ground Floor and Service Areas: The Ground Floor and service areas, if any, as located within the LUMINA 2, shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, fire fighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the services areas and the Ground Floor in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the association of Allottees formed by the Allottees for rendering maintenance services.

16. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT:

Subject to Clause 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the Apartment at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Apartment, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Apartment and keep the Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized. The Allottee further undertakes, assures and guarantees that he/she would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face / facade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottees shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or

:16:

carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the Apartment or place any heavy material in the common passages or staircase of the Building. The Allottee shall also not remove any wall, including the outer and load bearing wall of the Apartment. The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Assignor and thereafter the association of Allottees and/or maintenance agency appointed by association of Allottees. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

17. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY ALLOTTEE

The Allottee is entering into this Agreement for the allotment of a Apartment with the full knowledge of all laws, rules, regulations, notifications applicable to the Project in general and this project in particular. That the Allottee hereby undertakes that he/she shall comply with and carry out, from time to time after he/she has taken over for occupation and use the said Apartment , all the requirements, requisitions, demands and repairs which are required by any competent Authority in respect of the Apartment at his/ her own cost.

18. ADDITIONAL CONSTRUCTIONS

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

19. ASSIGNOR SHALL NOT MORTGAGE OR CREATE A CHARGE

After the Assignor executes this Agreement it shall not mortgage or create a charge on the [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 or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such Apartment.

20. APARTMENT OWNERSHIP ACT (OF THE RELEVANT STATE)

The Assignor has assured the Allottees that the project in its entirety is in accordance with the provisions of the **West Bengal Housing Industry Regulation Act, 2017**. The Assignor showing compliance of various laws/regulations as applicable in the State of West Bengal.

21. BINDING EFFECT

Forwarding this Agreement to the Allottee by the Assignor does not create a binding obligation on the part of the Assignor or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub- Registrar as and when intimated by the Assignor. If the Allottee(s) fails to execute and deliver to the Assignor this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or

:17:

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

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.

24. 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 Project shall equally be applicable to and enforceable against any subsequent Allottee/s of the Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.

25. WAIVER NOT A LIMITATION TO ENFORCE

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

Failure on the part of the Assignor 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

:18:

inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

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

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

28. 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.

29. PLACE OF EXECUTION

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

30. NOTICES

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

_____ Name of Allottee

_____ (Allottee Address)

_____ (Name of Assignor)

_____ (Allottee Address)

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

:19:

31. JOINT ALLOTTEES

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

32. GOVERNING LAW

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

33. DISPUTE RESOLUTION

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

(Any other terms and conditions as per contractual understanding between the Parties. However, please ensure that such additional terms and conditions are not in derogation of or inconsistent with the terms and conditions set out above or the Act and the rules and Regulations made thereunder.)

:20:

SCHEDULE „A“
FIRST SCHEDULE ABOVE REFERRED TO

All that piece or parcel of homestead land measuring 101.08 (One Zero One Point Zero Eight) Katha appertaining to and forming part of R.S. Plot No. 297/459 (Two Nine Seven by Four Five Nine) corresponding to L.R. Plot No. 817 (Eight One Seven), recorded in R.S. Khatian No. 260 (Two Six Zero) Corresponding to L.R. Khatian No. 1302 (One Three Two Zero) & 1360 (One Three Six Zero) of Mouza – Ujanu, J.L. No. 86 (Eight Six), Pargana – Patharghata, P.S. Matigara in the District of Darjeeling.

Plot wise detail of the land is as follows:-

:21:

PLOT NO.		KHATIAN NO.		AREA
R.S.	L.R.	R.S.	L.R.	
297/459	817	260	1302	69.58 KATHA
			2360	35.50 KATHA
TOTAL AREA				101.08 KATHA

The Land is butted and bounded as follows:-

NORTH : LAND OF LUXMI TOWNSHIP AND HOLDING LIMITED,

SOUTH : LAND OF LUXMI TOWNSHIP AND HOLDING LIMITED,

EAST : LAND OF CHANDMONI TEA ESTATE,

WEST : 35 M WIDE ROAD,

SCHEDULE „B“
SECOND SCHEDULE ABOVE REFERRED TO

A residential flat premises having Tiles Flooring, being **FLAT NO.**___, having a Super Built-up area of_____Sq.Ft. at _____ **FLOOR** of **BLOCK-**_____of the Complex named & designed as “LUMINA LUXURIA” together with One Covered/Open parking Space (measuring more or less about___SQ.FT.) to be allotted & identified by the Second Party at Ground Floor of the complex with a proportionate right in the Schedule “A” land on which the apartment stands in common with the first party and/or other occupiers of the said Complex with right to use common area and facilities of the Complex in common with other occupants of the Complex as particularly described in the Schedule hereunder written.

:22:

SCHEDULE „C“
THIRD SCHEDULE ABOVE REFERRED TO
PAYMENT PLAN BY ALLOTTEE/S

The Agreed Consideration i.e. Rs. _____/- (Rupees _____ only) is to be paid by the Assignee to the Assignor in the following manner:

Sl. No.	Payment Events	Amount Payable
1	Booking and Agreement	10%
2	On completion of Ground floor casting	5%
3	On completion of 1 st floor casting	5%
4	On completion of 2 nd floor casting	5%
5	On completion of 3 rd floor casting	5%
6	On completion of 4 th floor casting	5%
7	On completion of 5 th floor casting	5%
8	On completion of 6 th floor casting	5%
9	On completion of 7 th floor casting	5%
10	On completion of 8 th floor casting	5%
11	On completion of 9 th floor casting	5%
12	On completion of 10 th floor casting	5%
13	On completion of 11 th floor casting	5%
14	On completion of 12 th floor casting	5%
15	On completion of 13 th floor casting	5%
16	On completion of 14 th floor casting	5%
17	On completion of 15 th floor casting	5%
18	On possession or conveyance whichever is earlier	10%

And in addition to the aforesaid consideration the Allottee/s shall be also liable to pay GST as applicable shall be charged additionally the following amounts to the Assignor.

1. Maintenance Charge **Rs.25 per Sq.Ft.** for 12 Months (One Time)

And the separate Cheque shall be issued by the Allottee/s to the Assignor for the above mentioned heads of payment and Allottee/s is also liable to Pay GST charges extra as applicable on time to time for each head of Payment.

:23:

SCHEDULE „D“
FOURTH SCHEDULE ABOVE REFERRED TO
SPECIFICATIONS

1. **Structure** : R.C.C. framed structure
2. **Doors** : Quality wooden frames and flushes /panel shutters.
3. **Windows** : Aluminum windows
4. **Living/Dining** : (a) Flooring: Tiles.
(b) Electricals: Concealed copper wiring with latest switches. Provision for AC, telephone, television and intercom.
5. **Bedrooms** : (a) Flooring: Tiles.
(b) Electricals: Concealed copper wiring with latest switches. Provision for A. C. points in master bedroom.
6. **Kitchen** : (a) Flooring: Ceramic tiles.
(b) Electricals: Concealed copper wiring with latest switches. Provision for adequate plug points for appliances.
(c) Counter: Granite slab with stainless steel sink.
(d) Wall tiles: Ceramic tiles upto suitable height.
7. **Toilets** : (a) Flooring: Ceramic tiles.
(b) Electricals: Concealed copper wiring with latest switches. Provision for adequate light and geyser point.
(c) Wall Tiles: Wall dados in ceramic tiles upto suitable height.
(d) Sanitary ware: Quality chromium plated fittings, white porcelain ware.
8. **Lifts** : 2(two) lifts of suitable capacity of reputed Make in the building.
9. **Exterior** : Durable outer finish.

:24:

SCHEDULE – E
FIFTH SCHEDULE ABOVE REFFERED TO
AMENITIES

1. **Open Space:** All green spaces with all trees, bushes, shrubs, flower beds etc. together with all areas forming an integral part of the Uttorayan Township, which are open to sky.
2. **Internal Roads:** Metalled roads, finished with carpet and seal - coat cover W.B.M. including pathways (brick/corcrete) paving stones, if any.
3. **Sewerage:** Underground sewerage network to discharge toilet waste with manholes.
4. **Boundary Wall:** Common boundary walls.
5. **Street Lights:** All street light posts together with the electrical fittings and fixtures.
6. **Garbage disposal:** All garbage disposal vats including any open or covered area for such purpose as may be designated by Assignor or any other agency setup by the Assignor for the purpose of management and maintenance of the common areas and facilities of the Uttorayan Township.
7. **Gate complex** along with security room.
8. **Others:** Such other common parts, areas, equipments, installations, fittings, fixtures, toilets and spaces (both open and covered), if any, in or about the Uttorayan Township as are necessary for user in common by the allottees/purchasers of various plots in Uttorayan Township.
9. **Power sub-station rooms:** In case Power Supply is obtained through Power supply Network of the “Uttorayan Township”, all power Sub-station rooms given to the power supply utility agency on rent excluding all the machinery, transformers, etc., which shall be exclusive -properties of such agency.
10. In case water supply is obtained through water supply network of the “Uttorayan” Township, the following will be applicable:
 - a) **Water Supply Network:** Pipe Lines lay underground to raise water from the Semi-underground reservoir to roof top tanks.
 - b) **Deep Tube wells:** Deep Tube wells laid underground together with pumps and their equipments.

:25:

- c) **Pump House:** Pump House with doors, collapsible gate, lock with keys, G.M. sluice valves, C.I. sluice valve(s), gate valve(s) etc. and centrifugal pump(s)/submersible pumps, if any, and other equipments.
- d) **Iron Removal & Softening Plant:** Iron removal & softening plant and machinery together with all equipments and fittings as may be provided therein.

Note: Such other common parts, areas equipments, installations, fixtures and fittings and spaces in or about the said buildings as are necessary for passage to the user and occupancy of the unit in common and such other common facilities as may be prescribed from time to time.

SCHEDULE „F“
SIXTH SCHEDULE ABOVE REFERRED TO
COMMON EXPENSES

- 1. **Association** : Establishment and all other operational expenses of the Association.
- 2. **Common Utilities** : All charges and deposits for supplies of common utilities.
- 3. **Electricity** : All charges for the electricity consumed for the operation of the common machinery and equipment.
- 4. **Fire fighting** : Costs of operating the fire-fighting equipments and personnel, if any.
- 5. **Maintenance** : All costs for maintaining, operating, repairing, reconstructing, lighting and renovating the Common Portions, including the exterior or interior (but not inside any flat) walls of the New Building.
- 6. **Operational** : All expenses for running and operating all machinery, equipments and installations comprised in the Common portions, including lifts, pumps and other common installations including, their licence fees, taxes and other levies (if any) and the lights of the Common Portions.

:26:

7. **Rates and taxes** : Municipal Tax, Water Tax and Other levies in respect of the New Building Save those separately assessed on the Assignees.
8. **Reserves** : Creation of fund for replacement, renovation and other period expenses.
9. **Staff** : The salaries of and all other expenses on the staff to be employed for the common purposes, viz. manager, clerks, security personnel, sweepers, plumbers, electricians etc. including their perquisites, bonus and other emoluments and benefits.

SCHEDULE „G“
SEVENTH SCHEDULE ABOVE REFERRED TO
CONSIDERATION FOR SCHEDULE “B” PROPERTY

Valuable monetary consideration for selling and transferring the Schedule “B” Property absolutely by the First Party to the Second Party amounts to Rs...../- (Rupees) only, is paid and the same has been received exclusively by the Second Party for the transfer of The “B” schedule property.

:27:

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) _____

(2) _____

Please affix
photograph
and sign
across the
photograph

Please affix
photograph
and sign
across the
photograph

At _____ on _____ in the presence of:

SIGNED AND DELIVERED BY THE WITHIN NAMED

ASSIGNOR:

(1) _____
(Authorized Signatory)

Please affix
photograph
and sign
across the
photograph

WITNESSES:

1) Signature _____

Name _____

Address _____

2) Signature _____

Name _____

Address _____