

**AGREEMENT FOR SALE**

This Agreement for Sale ("**Agreement**") executed on this \_\_\_\_\_ day of \_\_\_\_\_,  
2021 at Siliguri

**:2:**  
**By and Between**

1. **MARIEGOLD INDUSTRIES PRIVATE LIMITED (PAN:- AADCM5439R)**, previously known as **MARIEGOLD BISCUIT & INDUSTRIES PRIVATE LIMITED**, A Private Limited, Company incorporated under the provision of Companies Act, 1956 bearing certificate of Incorporation No U51419WB1984PTC037385 Dated 11.04.1984 having its registered Office at Capital Market, Top Floor, 50B Ladenla Road, Darjeeling-734101, P.O. & P.S. Darjeeling in the District of Darjeeling represented by one of its Director duly authorized for this purpose **SRI MAMAN CHAND AGARWAL** S/o Surajmal Agarwal, Hindu by religion, Indian by Nationality, Director of the above named Company by profession, resident of Garg House, Old Kutchery Road, Darjeeling-734101, P.O. & P.S. Darjeeling in the District of Darjeeling. (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)

2. **MOUNTAIN COMMERCIAL PRIVATE LIMITED (PAN:- AAFCM0419F)**, A Private Limited, Company incorporated under the provision of Companies Act, 1956 bearing certificate of Incorporation No. U51109WB2007PTC114464 Dated 23/03/2007 having its registered Office at Office Block, F0107 City Centre, Matigara-734010, P.O. & P.S. Matigara in the District of Darjeeling represented by one of its Director duly authorized for this purpose **SRI AMIT GARG** S/o Sri Maman Chand Agarwal, Hindu by religion, Indian by Nationality, Director of the above named Company by profession, resident of Garg House, Old Kutchery Road, Darjeeling-734101, P.O. & P.S. Darjeeling in the District of Darjeeling.(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)

3. **SRI RAMAVTAR AGARWAL** alias **RAMAWATAR AGARWALLA (PAN:- ACVPA7567M)** S/o Surojmal Agarwal,

4. **SMT SARDA DEVI AGARWAL** alias **SARADA DEBI (PAN:- ADSPG0645E)** W/o Sri Ramavtar Agarwal,

Both are Hindu by Religion, Indian by Nationality, Business by Occupation, resident of 16, M.G. Road, Khalpara, Siliguri-734005, P.O. & P.S. Siliguri in the District of Darjeeling (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include their heirs, executors, administrators, successors-in-interest and permitted assignees)--- hereinafter jointly and collectively called the **VENDORS/FIRST PARTY** of the **ONE PART**.

**AND**

**[If the Purchaser 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 “*Purchaser*” (which expression shall unless repugnant

**:3:**

to the context or meaning thereof be deemed to mean and include its successor-in-interest, executors, administrators and permitted assignees).

[OR]

**[If the Purchaser 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 “*Purchaser*” (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]

**[If the Purchaser is an Individual]**

Mr. / Ms. \_\_\_\_\_, (Aadhar no. \_\_\_\_\_) son / daughter of \_\_\_\_\_, aged about \_\_\_\_\_ residing at \_\_\_\_\_, (PAN \_\_\_\_\_), hereinafter called the “*Purchaser*” (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 Purchaser 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 “*Purchaser*” (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).

**CITY DEVELOPERS (PAN:- AALFC3217C)** A Partnership Firm, having its Office at Rom No. F 401, 4<sup>th</sup> Floor, City Centre, The Uttarayan 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/CONFIRMING PARTY**’ (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 ) of the **OTHER PART**.

**:4:**

The Vendor and Purchaser/Purchasers shall hereinafter collectively be referred to as the “Parties” and individually as a “Party”.

**A. WHEREAS** First Party No. 1 hereof **MARIEGOLD BUISCUIT & INDUSTRIES PRIVATE LIMITED** acquired a piece and parcel of land measuring 1.60 Acre appertaining to and forming part of R.S. Plot No. 89, corresponding to L.R. Plot No. 147, recorded in R.S. Khatian No. 9/4 corresponding to L.R. Khatian No. 51 & 127 of Mouza – Gourcharan in the District of Darjeeling by virtue of a Deed of Conveyance executed by **SUMITRA DEVI** and registered at the office of the Sub- Registrar, Siliguri and recorded in Book No. I, being Document No. 4035 for the year 1984.

**AND WHEREAS** above named First Party No. 1 hereof **MARIEGOLD BUISCUIT & INDUSTRIES PRIVATE LIMITED** acquired a piece and parcel of land measuring 1.61 Acre appertaining to and forming part of R.S. Plot No. 88, 89, 101 & 94/150 corresponding to L.R. Plot No. 160, 144, 147, 155, 164, 156, 565 & 157, recorded in R.S. Khatian No. 9/4 corresponding to L.R. Khatian No. 51 & 127 of Mouza – Gourcharan in the District of Darjeeling by virtue of a Deed of Conveyance executed by **PUSHPA DEVI** and registered at the office of the Sub-Registrar, Siliguri and recorded in Book No. I, Volume No. 85, Pages 188, being Document No. 4186 for the year 1984.

**AND WHEREAS** above named First Party No. 1 hereof **MARIEGOLD INDUSTRIES PRIVATE LIMITED** acquired a piece and parcel of land measuring 0.20 Acre appertaining to and forming part of L.R. Plot No. 143 & 146, recorded in L.R. Khatian No. 35, 127, 137/3, 114 & 125 of Mouza – Gourcharan in the District of Darjeeling by virtue of a Deed of Conveyance executed jointly by **CHITTA RANJAN DAS & 3 OTHERS** and registered at the office of the Additional District Sub-Registrar, Siliguri-II at Bagdogra and recorded in Book No. I, CD Volume No. 3, Pages 5691 to 5703, being Document No. 01326 for the year 2008.

**AND WHEREAS** above named First Party No. 1 hereof **MARIEGOLD INDUSTRIES PRIVATE LIMITED** acquired a piece and parcel of land measuring 0.65 Acre appertaining to and forming part of R.S. Plot No. 310, 319, 318, 327, 326, 328, 333, 313 & 317 corresponding to L.R. Plot No. 147, 144, 155, 160, 156, 157, 196, 194, recorded in R.S. Khatian No. 9/4 corresponding to L.R. Khatian No. 127 & 51 of Mouza – Gourcharan in the District of Darjeeling by virtue of a Deed of Conveyance executed jointly by **RANI NANDI & 2 OTHERS** and registered at the office of the Additional District Sub-Registrar, Siliguri-II at Bagdogra and recorded in Book No. I, CD Volume No. 4, Pages 2954 to 2969, being Document No. 01533 for the year 2008.

**B. WHEREAS** First Party No. 2 hereof **MOUNTAIN COMMERCIAL PRIVATE LIMITED** acquired a piece and parcel of land measuring 1.60 Acre appertaining to and forming part of L.R. Plot No. 147, recorded in L.R.

**:5:**

Khatian No. 218 of Mouza – Gourcharan in the District of Darjeeling by virtue of a Deed of Conveyance executed jointly by **JOHORIMAL AGARWAL & 6 OTHERS** and registered at the office of the Additional District Sub-Registrar, Siliguri-II at Bagdogra and recorded in Book No. I, CD Volume No. 3, Pages 4046 to 4067, being Document No. 01220 for the year 2008.

**AND WHEREAS** above named First Party No. 2 hereof **MOUNTAIN COMMERCIAL PRIVATE LIMITED** acquired a piece and parcel of land measuring 1.61 Acre appertaining to and forming part of L.R. Plot No. 144, 147, 155, 160, 156 & 157, recorded in L.R. Khatian No. 221 of Mouza – Gourcharan in the District of Darjeeling by virtue of a Deed of Conveyance executed by **SANTOSHI DEVI** and registered at the office of the Additional District Sub-Registrar, Siliguri-II at Bagdogra and recorded in Book No. I, CD Volume No. 4, Pages 4522 to 4541, being Document No. 01630 for the year 2008.

- C. WHEREAS** First Party No. 3 hereof **SRI RAMAWATAR AGARWALLA** acquired a piece and parcel of land measuring 1.61 Acre appertaining to and forming part of R.S. Plot No. 101, 89, 88 & 94/150 corresponding to L.R. Plot No. 147 & 194, recorded in R.S. Khatian No. 9/4 of Mouza – Gourcharan in the District of Darjeeling by virtue of a Deed of Conveyance jointly executed by **HARIPADA NANDY & DINESH CHANDRA NANDY** and registered at the office of the Sub-Registrar, Siliguri and recorded in Book No. I, being Document No. 03141 for the year 1982.

**AND WHEREAS** above named First Party No. 3 hereof **SRI RAMAWATAR AGARWALLA** acquired a piece and parcel of land measuring 0.33 Acre appertaining to and forming part of L.R. Plot No. 21, recorded in L.R. Khatian No. 164 of Mouza – Gourcharan in the District of Darjeeling by virtue of a Deed of Conveyance jointly executed by **RAM BAHADUR CHHETRI** and registered at the office of the Sub-Registrar, Siliguri and recorded in Book No. I, Volume No. 63, Pages 232 to 236, being Document No. 3040 for the year 1982.

- D. AND WHEREAS** above named First Party No. 4 hereof **SMT SARADA DEBI** acquired a piece and parcel of land measuring 1.61 Acre appertaining to and forming part of R.S. Plot No. 89 & 101 corresponding to L.R. Plot No. 194 & 147, recorded in R.S. Khatian No. 9/4 corresponding to L.R. Khatian No. 51 & 127 of Mouza – Gourcharan in the District of Darjeeling by virtue of a Deed of Conveyance jointly executed jointly by **HARIPADA NANDY & DINESH CHANDRA NANDY** and registered at the office of the Sub-Registrar, Siliguri and recorded in Book No. I, being Document No. 03143 for the year 1982.

- E. WHEREAS** the First Party hereof **MARIEGOLD INDUSTRIES PRIVATE LIMITED, MOUNTAIN COMMERCIAL PRIVATE LIMITED, SRI RAMAVTAR AGARWAL & SMT SARADA DEVI**, amalgamated their

**:6:**

portion of land into one single unit wherein wherein the First Party No. 1 has contributed land measuring 2.78 Acre, First Party No. 2 has contributed land measuring 2.86 Acre, First Party No. 3 has contributed land measuring 0.78 Acre & First Party No. 4 has contributed land measuring 0.45 Acre for the purpose of constructing a multistoried Complex on the landed property as more fully described in the schedule “A” by virtue of “Agreement of Amalgamation” executed by and between the First Parties on dated 16<sup>th</sup> day of November 2018.

- F. AND WHEREAS** the First Party/owners are the absolute owners in possession of all that piece or parcel of land measuring 6.87 Acre more fully described in the schedule given below.
- G. AND WHEREAS** possessing the aforesaid land abovenamed Vendors hereof **MARIEGOLD INDUSTRIES PRIVATE LIMITED, MOUNTAIN COMMERCIAL PRIVATE LIMITED, SRI RAMAVTAR AGARWAL & SMT SARADA DEVI**, duly got its/his/her name recorded in the Office of B.L. & L.R.O., Matigara and its/his/her name is duly recorded in L.R. Khatian No. 220, 1244, 217, 5975 & 219 respectively.
- H. AND WHEREAS** abovenamed **MARIEGOLD INDUSTRIES PRIVATE LIMITED, MOUNTAIN COMMERCIAL PRIVATE LIMITED, SRI RAMAVTAR AGARWAL & SMT SARADA DEVI** also got its land converted from Rupni to Bastu, recorded in L.R. Khatian No. 220, 1244, 217 & 219 in respect of L.R. Plot No. 143 (0.09 Acre), 144 (0.57 Acre), 146 (0.11 Acre), 21 (0.33 Acre), 147 (5.65 Acre) & 155 (0.12 Acre), Situated within Mouza- Gourcharan, J.L. No. 81, Pargana- Patharghata, under Gram Panchayat Area, P.S. Matigara in the district of Darjeeling vide Memo No. 1142/1(3) Dated 21.06.2018 of the D.L. & L.R.O, Darjeeling.
- I.** The vendor hereof **MARIEGOLD INDUSTRIES PRIVATE LIMITED, MOUNTAIN COMMERCIAL PRIVATE LIMITED, SRI RAMAVTAR AGARWAL & SMT SARADA DEVI** had got the Building Plan approved from Matigara Panchayat Samity vide Order No. 102/MPS Dated 05/03/2021 for a B+G+10 Storied Residential Complex consisting of 5 Blocks on land measuring 6.87Acre as more particularly described in the Schedule “A” below.
- J.** The Matigara Gram Panchayat has granted the Land Use Certificate to Vendor hereof **MARIEGOLD INDUSTRIES PRIVATE LIMITED, MOUNTAIN COMMERCIAL PRIVATE LIMITED, SRI RAMAVTAR AGARWAL & SMT SARADA DEVI** to Develop the Project vide Memo No. **221/Plan/MPS** dated 18.02.2020.
- K. 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

**:7:**

contemplation and scheme into action due to shortage of lack of experience, were in search of a developer who could construct the residential Building for mutual benefit.

**L. AND WHEREAS** the DEVELOPER hereof **CITY DEVELOPERS** and its Partner are a bona-fide and renowned developer/Vendor/Contractor/ Builder having experience in design and construction and adequate resources of finance in construction of multistoried building and has got standing goodwill and reputation to collect/ advance/securities during the tenure of construction.

**M. AND WHEREAS** the First Party came to know about the credential of the Developer, the First Party approaches the Developer to construct a Multistoried residential Apartment on the Scheduled – A land fully described in the schedule given below either building wise/block wise on the basis of the map 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 Developer 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/Purchasers/Purchaser/ company's/ organizations/co-operatives and/or as deemed fit from its allocated share.

**N. 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** 1<sup>st</sup> March, 2021 at Siliguri vide Document No. 1705 for the year 2021.

**O. AND WHEREAS** the First Party vide a Power of Attorney dated \_\_\_\_\_ registered at the office of \_\_\_\_\_ empowered **CITY 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/Sale consideration /token fees and other consideration amount from the Purchaser.

**P.** The Said 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 '**ANANTA**';

**Q.** The Vendor herein have decided or agreed to sell and the Purchaser/s herein have agreed to purchase 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 **Wings No\_** together with One Covered/Open parking Space measuring about at Basement/Ground Floor of the Complex named & designed as "**ANANTA**", as

**:8:**

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.

**R.** The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein.

**S.** 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.

**T.** 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.

**U.** In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Vendor hereby agrees to sell and the Purchaser/s hereby agrees to purchase the Apartment and the Covered/Open Parking (if applicable) as specified in para V.

**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 Vendor agrees to sell to the Purchaser/s and the Purchaser/s hereby agrees to purchase, the Apartment as specified in para Q.

The Total Consideration payable by the Purchaser to the Vendor for the purchase of flat **Rs \_\_\_\_\_/- (Rupees \_\_\_\_\_) only (excluding applicable taxes).**

Blockno: <b>Wing</b> (Type: <b>BHK,Floor ,FlatNo.</b> )	
Covered/Open Parking	
Maintenance Charge for 24 Months	
Generator, Electricity & Infrastructure Charges	
Legal Charges	
Total Amount Payable (excluding applicable taxes)	

Explanation:

- a. The Total Price above includes the booking amount paid by the Purchaser to the Vendor towards the Apartment.



- b. The Total Price above excludes Taxes (consisting of tax paid or payable by the Purchaser 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 Vendor) 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 Purchaser to the Vendor shall be increased/reduced based on such change / modification.

- c. The Vendor shall periodically intimate to the Purchaser, the amount payable as stated in (i) above and the Purchaser shall make payment within 30 (thirty) days from the date of such written intimation. In addition, the Vendor shall provide to the Purchaser 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 recovery of price of land, construction of, not only the Apartment but also, the common areas, internal development charges, external development charges, 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, covered/ open parking space, pro-rata shares in the common areas, etc. and includes costs for providing all other facilities, amenities and specification to be provided within the Apartment and the Project.

The Total Price is escalation-free, save and except increases which the Purchaser 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 Vendor undertakes and agrees that while raising a demand on the Purchaser for increase in development charges, cost/charges imposed by the competent authorities, the Vendor shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Purchaser, which shall only be applicable on subsequent payments.

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

The Vendor may allow, in its sole discretion, a rebate for early payments of installments payable by the Purchaser by discounting such early payments @ 0.1% (point one percent) per annum for the period by which the respective installment has been preponed. The provision for allowing rebate shall and such rate of rebate shall not be subject to any revision/ withdrawal by the Vendor, if the Purchaser fail(s) to make payments of timely installments for 02 (two) consecutive times.

**:10:**

It is agreed that the Vendor 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 prior written approval from the appropriate authority as per the provisions of the Act and intimation being sent to the Purchaser in advance before execution of such addition/alteration. Provided that the Vendor may make such minor additions or alterations as may be absolutely required upon mutual discussion between the parties hereto, or such minor changes or alterations as per the provisions of the Act.

The Vendor shall confirm to the final carpet areas that have been allotted to the Purchaser after in construction of the building is complete and the occupancy certificate is 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 Vendor. If there is reduction in the carpet area than the Vendor shall refund the excess money paid by Purchaser within 45 (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 Purchaser. If there is any increase in the carpet area, the Vendor shall demand that from the Purchaser 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

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

- e. The Purchaser shall have exclusive ownership of the Apartment.
- f. The Purchaser shall also have undivided proportionate share in the Common Areas. Since the share / interest of Purchaser in the Common Areas is undivided and cannot be divided or separated, the Purchaser 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 Purchaser to use the Common Areas shall always be subject to the timely payment of maintenance charges and other charges as applicable. Further, the right of the Purchaser to use the common areas shall be subjected to timely payment of maintenance charges and other necessary charges. It is clarified that the Vendor shall convey undivided proportionate title in the common areas to the association of Purchasers 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.

**:11:**

The Purchaser has the right to visit the Project site during reasonable business hours and with prior written permission from the Vendor, in order to assess the extent of development of the Project and the Apartment, as the case may be. Further, the Purchaser can make such visit only in the physical presence of an authorized representative of the Vendor.

It is made clear by the Vendor and the Purchaser 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 Purchaser. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Purchasers of the Project.

The Vendor agrees to pay all outgoings before transferring the physical possession of the apartment to the Purchasers, which it has collected from the Purchasers, 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 Vendor fails to pay all or any of the outgoings collected by it from the Purchasers or any liability, mortgage loan and interest thereon before transferring the apartment to the Purchasers, the Vendor 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 Purchaser has paid a sum of **Rs \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only)**, which is exclusive of applicable taxes, by way of account payee Cheque vide Cheque No.-\_\_\_\_\_, Dated \_\_\_\_\_ of \_\_\_\_\_ Bank and in favour of the Vendor's as booking amount being part payment towards the Total Price of the Apartment at the time of application the receipt of which the Vendor hereby acknowledges and the Purchaser hereby agrees to pay the remaining price of the Apartment as prescribed in the Payment Plan as may be demanded by the Vendor within the time and in the manner specified therein.

Provided that if the Purchaser 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 Vendor abiding by the construction milestones, the Purchaser shall make all payments, on demand by the Vendor, within the stipulated time as mentioned in the Payment Plan through A/c Payee

**:12:**

cheque/demand draft or online payment (as applicable) in favour of 'CITY DEVELOPERS' payable at Siliguri.

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

The Purchaser, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules and Regulations made there under or any statutory amendment(s) 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 Vendor with such permission, approvals which would enable the Vendor 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 Purchaser 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 Vendor accepts no responsibility in this regard. The Purchaser shall keep the Vendor fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Purchaser subsequent to the signing of this Agreement, it shall be the sole responsibility of the Purchaser to intimate the same in writing to the Vendor immediately and comply with necessary formalities if any under the applicable laws. The Vendor shall not be responsible towards any third party making payment/remittances on behalf of any Purchaser 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 Vendor shall be issuing the payment receipts in favour of the Purchaser only.

### **4. ADJUSTMENT/APPROPRIATION OF PAYMENTS**

The Purchaser authorizes the Vendor 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 Vendor may in its sole discretion deem fit and the Purchaser undertakes not to object/demand/direct the Vendor to adjust his payments in any manner.

### **5. TIME IS ESSENCE**

Time is of essence for the Vendor as well as the Purchaser. The Vendor shall abide by the time schedule for completing the project and handing over the Apartment to the Purchaser and the common areas to the association of the Purchasers after receiving the occupancy certificate\* or the completion certificate or both, as the case may be. Similarly, the Purchaser shall make timely payments of the installment and other dues

**:13:**

payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Vendor as provided in **Schedule C (“Payment Plan”)**.

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

The Purchaser 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 Vendor. The Vendor shall develop the Project in accordance with the said layout plans, floor plans and specifications. Subject to the terms in this Agreement, the Vendor 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 Vendor shall constitute a material breach of the Agreement.

## **7. POSSESSION OF THE APARTMENT/PLOT**

**Schedule for possession of the said Apartment:** The Vendor agrees and understands that timely delivery of possession of the Apartment is the essence of the Agreement. The Vendor, based on the approved plans and specifications, assures to hand over possession of the Apartment on 31/03/2028 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 Purchaser agrees that the Vendor 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 Purchaser agrees and confirms that, in the event it becomes impossible for the Vendor to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Vendor shall refund to the Purchaser the entire amount received by the Vendor from the allotment within 45 days from that date. After refund of the money paid by the Purchaser, Purchaser agrees that he/ she shall not have any rights, claims etc. against the Vendor and that the Vendor shall be released and discharged from all its obligations and liabilities under this Agreement.

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

**:14:**

occupancy certificate of the Project.

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

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

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

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

**Compensation** – The Vendor shall compensate the Purchaser 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 Vendor 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 Vendor shall be liable, on demand to the Purchasers, in case the Purchaser 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 Purchaser does not intend to withdraw from the Project, the Vendor shall pay the Purchaser 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 VENDOR**

The Vendor hereby represents and warrants to the Purchaser as follows:

**:15:**

- (i) The Vendor 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 Vendor 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 Vendor 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 Vendor 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 Purchaser created herein, may prejudicially be affected.
- (vii) The Vendor 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 Purchaser under this Agreement.
- (viii) The Vendor confirms that the Vendor is not restricted in any manner whatsoever from selling the said Apartment to the Purchaser in the manner contemplated in this Agreement.
- (ix) At the time of execution of the conveyance deed the Vendor shall handover lawful, vacant, peaceful, physical possession of the Apartment to the Purchaser and the common areas to the Association of the Purchasers.
- (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 Vendor 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

**:16:**

notice for acquisition or requisition of the said property) has been received by or served upon the Vendor 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 Vendor shall be considered under a condition of Default, in the following events:

- a. Vendor fails to provide ready to move in possession of the Apartment to the Purchaser 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 Vendor'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 Vendor under the conditions listed above, Purchaser is entitled to the following:

- a. Stop making further payments to Vendor as demanded by the Vendor. If the Purchaser stops making payments, the Vendor shall correct the situation by completing the construction milestones and only thereafter the Purchaser be required to make the next payment without any penal interest.
- b. The Purchaser shall have the option of terminating the Agreement in which case the Vendor shall be liable to refund the entire money paid by the Purchaser 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 the Purchaser does not intend to withdraw from the project or terminate the Agreement, he shall be paid, by the Vendor, interest at the rate specified in the Rules, for every month of delay till the handing over of the possession of the Apartment .

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

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



**:17:**

deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated.

#### **10. CONVEYANCE OF THE SAID APARTMENT**

The Vendor, on receipt of complete amount of the Price of the Apartment under the Agreement from the Purchaser, 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 Purchaser 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 Purchaser authorizes the Vendor 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 Vendor is made by the Purchaser. The Purchaser 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/ COMMON AREA/ COMMON FACILITIES**

The Vendor 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 Purchasers. The cost of such maintenance has been included in the Total Price of the Apartment.

#### **COMMON AREAS AND FACILITIES**

- A. Maintenance of the common areas and facilities of the Project shall be handed over to the Association upon its formation and the balance advance maintenance fund (if any) shall be transferred to the Association within 30 (thirty) days from the date of such handover.
- B. The purchasers/ flat owners are required to forthwith complete the formalities of becoming members of the Association either on the date of peaceful handover of physical possession of the flat to the purchaser/ flat owner, or date of registration of the said flat (whichever is earlier) and also to comply with the rules and bye-laws of the Association always.
- C. The Vendor shall at an appropriate time within a maximum period of 02 (two) years from the date of completion certificate of the all the phases of the Project, shall notify the scheme of formation of the Association to the purchasers/ flat owners in accordance with relevant statute, so as to enable them to constitute/form such Association as a statutory requirement.
- D. **Interim Maintenance Period:** During the interim maintenance period (i.e. the period prior to formation of the Association and handing over of maintenance of

**:18:**

common areas and facilities of the Project, the Vendor or its authorized agent acting for and on its behalf, shall provide maintenance services in the Project and expenses for the same shall be adjusted from the advance maintenance fund taken from each purchaser/ flat owner at the time of purchase of the flat in the Project. Adjustment from the advance maintenance fund shall commence from the date of peaceful handover of physical possession of the flat to the purchaser/ flat owner, or from the date of registration of the said flat (whichever is earlier).

**E.** The maintenance of common areas and facilities shall primarily include but not limited to maintenance of water works, sewage treatment plant, common electrical installations, DG sets, solar panels, landscaping, driveways, parking areas, lobbies, and lifts and staircases, etc. It shall also include safety and security of the Project such as fire detection and protection and management of general security control of the Project.

**F.** The rules/ bye laws to regulate the use and maintenance of the common areas and facilities of the Project by the purchasers/ flat owners, shall during the interim maintenance period be framed by the Vendor, with such restrictions as may be necessary for proper maintenance and such rules/bye-laws may be amended from time to time; PROVIDED that such amendments shall not in any manner whatsoever change/ alter/ disturb the aesthetics, design, etc. of the Project.

**G. Air Conditioning:** The Apartments have been designed with suitable provision for keeping outdoor units of the air-conditioner system and also the route to take refrigerant piping, which the purchasers/ flat owners shall have to strictly follow while installing their air-conditioner units. No puncturing of window/ wall to install the air-conditioner units shall not be permitted outside the allotted space.

**H. Façade/ Outside Wall:** The purchasers/ flat owners shall at no time be allowed to make or attempt to make any alteration/change/addition to the flat and/or common premises within the Project, which is likely to disturb/ adversely affect the aesthetics, look/ design and/or uniformity in relation to the construction of the Project as built by the Vendor.

**I. Telecom Connectivity:** The Vendor shall, provide connectivity of various telecom/ high speed broadband/ other similar telecom and IT facilities to the Project and/or may enter into agreement /contract (on such terms and conditions and for such period as the Vendor shall decide) with various service providers of its choice for providing these services and/or for the purpose for putting up installations to provide such services in certain specified spaces (both open or covered or both) earmarked/ demarcated by the Vendor within the Project and which would be declared to be common facilities by the Vendor . These contracts/ agreements, if any, entered into by the Vendor shall be continued for the period of validity of these contracts/agreements by the Association, who shall take over the maintenance and management of common areas and facilities of the Project and thereafter, it may be renewed on terms and conditions as may be decided by the Association.

**:19:**

**J. Car Wash Facility:** Provision has been made for car wash facility in the Project. The facility may be used by the purchaser/ flat owner on “*pay on use*” basis. The facility may be outsourced by the Vendor to some external agency/vendor as per mutually agreed terms. The agreement and/or terms and conditions for running the car wash facility shall be entered into between the Vendor and the agency/vendor.

**K. Maintenance Fund:** Each purchaser/ flat owner shall make a payment of the advance maintenance fund (i.e. an amount equivalent to 24 (twenty-four) months’ maintenance charges) at the time of purchasing a flat in the Project (which is included in the total amount payable by each purchaser/ flat owner under this agreement. The Vendor reserves the right to utilize the said advance maintenance fund in order to provide essential maintenance services in the Project till the time Association is formed. At the time of handover of the maintenance services to such Association by the Vendor, the balance advance maintenance fund (if any) shall be transferred to the Association within 30 (thirty) days from the date of such handover.

**L. Default in payment of applicable charges related to common facilities:** Failure to pay applicable charges for enjoyment of some common areas and facilities in the Project by the purchasers/ flat owners within due dates, may result in withdrawal/ restrictions/ disconnections/discontinuation of the respective common services for such purchasers/ flat owners and shall also make such purchasers/ flat owners liable to pay interest at a rate of 2% (two percent) per month on the outstanding dues for the period of the delay, calculated from the due date till the date of actual payment.

## **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 Vendor as per the agreement for sale relating to such development is brought to the notice of the Vendor within a period of 5 (five) years by the Purchaser from the date of handing over possession, it shall be the duty of the Vendor to rectify such defects without further charge, within 30 (thirty) days, and in the event of Vendor’s failure to rectify such defects within such time, the aggrieved Purchasers shall be entitled to receive appropriate compensation in the manner as provided under the Act.

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

The Purchaser 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 Purchasers (or the maintenance agency appointed by it) and performance by the Purchaser of all his/her obligations in respect of the terms and conditions specified by the maintenance agency or the association of Purchasers from

time to time.

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

The Vendor / maintenance agency /association of Purchasers shall have rights of unrestricted access of all Common Areas, Open/Covered Parking's and parking spaces for providing necessary maintenance services and the Purchaser agrees to permit the association of Purchasers 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 ANANTA, 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 Purchaser 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 Purchasers formed by the Purchasers for rendering maintenance services.

**16. GENERAL COMPLIANCE WITH RESPECT TO THE PARTMENT:**

Subject to Clause 10 above, the Purchaser 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 tenable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized. The Purchaser 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 Purchasers shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Purchaser 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 Purchaser shall also not remove any wall, including the outer and load bearing wall of the Apartment. The Purchaser shall plan and distribute its electrical load in conformity with the electrical systems installed by the Vendor and thereafter the association of Purchasers and/or maintenance agency appointed by association of Purchasers. The Purchaser 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 PURCHASER**

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

**19. VENDOR SHALL NOT MORTGAGE OR CREATE A CHARGE**

After the Vendor 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 Purchaser who has taken or agreed to take such Apartment.

**20. APARTMENT OWNERSHIP ACT (OF THE RELEVANT STATE)**

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

**21. BINDING EFFECT**

Forwarding this Agreement to the Purchaser by the Vendor does not create a binding obligation on the part of the Vendor or the Purchaser until, firstly, the Purchaser 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 Purchaser and secondly, appears for registration of the same before the concerned Sub- Registrar as and when intimated by the Vendor. If the Purchaser(s) fails to execute and deliver to the Vendor this Agreement within 30 (thirty) days from the date of its receipt by the Purchaser and/or appear before the Sub-Registrar for its registration as and when intimated by the Vendor, then the Vendor shall serve a notice to the Purchaser for rectifying the default, which if not rectified within 30(thirty) days from the date of its receipt by the Purchaser, application of the Purchaser shall be treated as cancelled and all sums deposited by the Purchaser in connection therewith including the booking amount shall be returned to the Purchaser 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 PURCHASER / SUBSEQUENT PURCHASERS**

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 Purchaser/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 Vendor may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Purchaser 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 Purchaser that exercise of discretion by the Vendor in the case of one Purchaser shall not be construed to be a precedent and /or binding on the Vendor to exercise such discretion in the case of other Purchaser/s.

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

**26. SEVERABILITY**

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to 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 Purchaser has to make any payment, in common with other Purchaser(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 Vendor through its authorized signatory at the Vendor’s Office, or at some other place, which may be mutually agreed between the Vendor and the Purchaser, in A.D.S.R. Siliguri-II at Bagdogra after the Agreement is duly executed by the Purchaser and the Vendor 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 Purchaser and the Vendor as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser or the Vendor by Registered Post and/or by Registered Email Id at their respective addresses specified below:

.....  
Name (Purchaser)

.....  
Address (Purchaser)

.....  
Name (Vendor)

.....  
Address (Vendor)

It shall be the duty of the Purchaser and the Vendor to inform each other of any

change in address subsequent to the execution of this Agreement in the above address by Registered Post and/or Registered Email Id failing which all communications and letters posted at the above address shall be deemed to have been received by the Vendor or the Purchaser, as the case may be.

### **31. JOINT PURCHASERS**

That in case there are Joint Purchasers all communications shall be sent by the Vendor to the Purchaser 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 Purchasers.

### **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.)*



**:25:**

**SCHEDULE 'A'**  
**FIRST SCHEDULE ABOVE REFERRED TO**  
**SCHEDULE OF LAND**

All that piece or parcel of homestead land measuring 6.87 (Six Point Five Four) Acre appertaining to and forming part of R.S. Plot No. 88 (Eight Eight), 89 (Eight Nine), 91 (Nine One), 94 (Nine Four), 97 (Nine Seven), 150 (One Five Zero) & 151 (One Five One) corresponding to L.R. Plot No. 21 (Two One), 143 (One Four Three), 144 (One Four Four), 146 (One Four Six), 147 (One Four Seven) & 155 (One Five Five), recorded in R.S. Khatian No. 9/4 (Nine by Four) Corresponding to L.R. Khatian No. 217 (Two One Seven), 219 (Two One Nine), 220 (Two Two Zero) & 1244 (One Two Four Four) of Mouza–Gourcharan, J.L. No. 81 (Two), Pargana–Patharghata, P.S. Matigara in the District of Darjeeling.

Plot wise detail of the land is as follows:-

**:26:**

L.R. PLOT NO	L.R. KHATIAN NO	ROR	AREA
143	220	RUPNI	0.09 ACRE
144	220	RUPNI	0.29 ACRE
	1244	RUPNI	0.28 ACRE
146	220	PURAN PATIT	0.11 ACRE
21	217	DANGA	0.33 ACRE
147	217	RUPNI	0.45 ACRE
	219	RUPNI	0.45 ACRE
	220	RUPNI	2.20 ACRE
	1244	RUPNI	2.55 ACRE
155	220	RUPNI	0.09 ACRE
	1244	RUPNI	0.03 ACRE
TOTAL AREA			6.87 ACRE

The Land is butted and bounded as follows:-

NORTH : JHORA,

SOUTH : LAND OF SRI RAM BAHADUR & OTHERS,

EAST : LAND OF PARIBAHAN NAGAR,

WEST : 30 FT 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- Wing - \_\_\_** of the Complex named & designed as "ANANTA" together with One Covered/Open parking Space to be allotted & identified by the Second Party at Basement/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.

**SCHEDULE 'C'**

**:27:**

**THIRD SCHEDULE ABOVE REFERRED TO**  
**PAYMENT PLAN BY PURCHASER/S**

<b>01</b>	Booking Amount	1BHK	Rs. 2,00,000/-
		2BHK	Rs. 3,00,000/-
		3BHK	Rs. 5,00,000/-
		4BHK	Rs. 7,00,000/-
<b>02</b>	1st Installment	Within 30 Days	10% of Flat Price Less Booking Amount.
<b>03</b>	2nd Installment	Completion of Ground Floor Casting.	15% of Flat Price + 20% of Parking Cost.
<b>04</b>	3rd Installment	1st Floor Roof Casting.	5% of Flat Price + 20% of Parking Cost.
<b>05</b>	4th Installment	2nd Floor Roof Casting.	5% of Flat Price + 20% of Parking Cost.
<b>06</b>	5th Installment	3rd Floor Roof Casting.	5% of Flat Price + 20% of Parking Cost.
<b>07</b>	6th Installment	4th Floor Roof Casting.	5% of Flat Price + 20% of Parking Cost.
<b>08</b>	7th Installment	5th Floor Roof Casting.	5% of Flat Price + 20% of Infrastructure Cost.
<b>09</b>	8th Installment	6th Floor Roof Casting.	5% of Flat Price + 20% of Infrastructure Cost.
<b>10</b>	9th Installment	7th Floor Roof Casting.	5% of Flat Price + 20% of Infrastructure Cost.
<b>11</b>	10th Installment	Brick Work Completion.	10% of Flat Price + 20% of Infrastructure Cost.
<b>12</b>	11th Installment	8th Floor Roof Casting.	5% of Flat Price + 20% of Infrastructure Cost.
<b>13</b>	12th Installment	9th Floor Roof Casting.	5% of Flat Price.
<b>14</b>	13th Installment	10th Floor Roof Casting.	5% of Flat Price.
<b>15</b>	14th Installment	Flooring Completion.	5% of Flat Price.
<b>16</b>	15th Installment	On Possession.	Balance of Flat Price & Additional Charges.

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

1. Maintenance Charge **Rs. per Sq.Ft.** for 24 Months (One Time)
2. Generator & Electricity Charges **Rs** /- Per Sq.Ft.
3. Legal Charges **Rs.** /- (One Time)

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

**SCHEDULE 'D'**

**:28:**

**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.

**SCHEDULE – E**  
**FIFTH SCHEDULE ABOVE REFERRED 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 Uttorayon Township, which are open to sky.
2. **Internal Roads:** Metalled roads, finished with carpet and seal - coat cover W.B.M. including pathways (brick/coricrete) paving stones, if any.
3. **Sewerage:** Underground sewerage network to discharge toilet waste with manholes.
4. **Boundary Wall:** Common boundary walls.

**:29:**

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 Purchasers/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.
  - 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.

**:30:**

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, re-constructing, 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.
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.

**:31:**

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**

**PURCHASER:** (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 \_\_\_\_\_