

SHIVSHAKTI LIFESPACE  
Manish Kumar Agarwal  
Partner

**AGREEMENT FOR SALE**

THIS AGREEMENT IS MADE ON THIS THE ..... DAY OF ..... 2021

**BY AND BETWEEN**

**GREEN HILL INDUSTRIES PRIVATE LIMITED**, (PAN .....), a Private Limited Company, incorporated under the Companies Act, 1956, being Certificate of Incorporation No. 21-85877 of dated 12/11/1997, a company incorporated under having CIN **U20299WB1997PTC085877**, having its registered office at 4A, Pollock Street, 1st Floor, Room No.101D, Swaika Centre, P.O. - GPO, P.S. - Hare Street, Kolkata, West Bengal - 700001, represented one of its Director Sri Harikishan Agarwal, Son of Late Balu Ram Agarwal - hereinafter called the "**OWNER**" (Which expression shall mean and include unless excluded by or repugnant to the context its heirs, executors, successors, legal representative, administrators and assigns) of the **FIRST PART**.

**AND**

SHIVSHAKTI LIFESPACE

Manish Kumar Agarwal  
Partner

**"SHIVSHAKTI LIFESPACE" (PAN: ADIFS5396I)**, a partnership firm, having its office at 4A, Pollock Street, 1st Floor, Room No.101D, P.O. – GPO, P.S. – Hare Street, Kolkata, West Bengal – 700001, India, represented by its partner **Sri Manish Kumar Agarwal** (PAN: AEFPA5395F) S/o Sri Durga Prasad Agarwal, Hindu by Religion, Business by Occupation, Indian by Nationality, residing at 427, Khalpara, Nehru Road, Siliguri Bazar, Siliguri, West Bengal- 734005, INDIA hereinafter called the **"PROMOTER" SECOND PART.**

The Vendor above named are represented by and through their lawful Constituted Attorney **Shivshakti Lifespace**, a Partnership Firm having its principal office at 4A Pollock Street, 1<sup>st</sup> Floor, Room No. 101D, Swaika Centre, Kolkata – 700001, and having its site office at Mahismari, Patharghata Near Sunrise Eng. Medium School, P.O. Champasari, P.S. Matigara, Pin No. 734003, and District Darjeeling, represented by one of its Partner namely **Sri Manish Kumar Agarwal**, Son of Sri Durga Prasad Agarwal, by virtue of a registered General Power of Attorney registered in the office of the Additional District Sub-Registrar Siliguri-II at Bagdogra, recoded in Book No. I, Volume No. 0403-2020, Pages from 40673 to 40696, being No. 040300920 for the year 2020.

**AND**

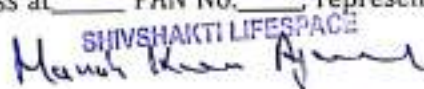
[if the Allottee is a company]

\_\_\_\_\_ (CIN No.) a company incorporated under the provisions of the Companies Act, [1956 or the Companies Act, 2013 as the case may be], having its registered office at \_\_\_\_\_ (PAN No. \_\_\_\_\_) represented by its authorized signatory, (Aadhaar 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, and permitted assigns.)

[ 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 No. \_\_\_\_\_, represented

**SHIVSHAKTI LIFESPACE**  
  
 Partner

by its authorized partner \_\_\_\_\_ (Aadhaar No.\_\_\_\_\_) duly 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 the partners or partner for the time being of the said firm, the survivor or survivors of them and their heirs, executors and administrators of the last surviving partner and his/her/their assigns).

[ OR ]

[if the Allottee is an Individual]

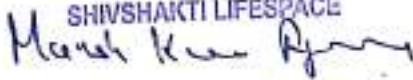
Mr./Ms. \_\_\_\_\_ (Aadhaar No.\_\_\_\_\_) son/ daughter of \_\_\_\_\_ aged about \_\_\_\_\_ residing at \_\_\_\_\_ (PAN No. \_\_\_\_\_) hereinafter called the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assigns).

[ OR ]

[ if the Allottee is a HUF]

Mr. \_\_\_\_\_ (Aadhaar 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 No.\_\_\_\_\_) hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean the members or member for the time being of the said HUF, and their respective heirs, executors, administrators and permitted assigns) of the **THIRD PART**.

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

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**DEFINITIONS:**

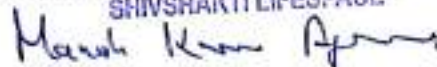
For the purpose of this Agreement for Sale, unless the context otherwise requires-

- a) **"Act"** means the West Bengal Housing Industry Regulation Act, 2017 (West Ben. Act XLI of 2017);
- b) **"Rules"** means the West Bengal Housing Industry Regulation Rules, 2018 made under the West Bengal Housing Industry Regulation Act, 2017;
- c) **"Regulations"** means the Regulations made under the West Bengal Housing Industry Regulation Act, 2017;
- d) **"Section"** means a section of the Act.

**WHEREAS:**

AND WHEREAS the vendor hereof GREEN HILL INDUSTRIES PRIVATE LIMITED desirous to construct Multi Storied Building over their land measuring 248 Decimal entered into a Development Agreement registered at the office of the Additional District Sub-Registrar, Siliguri-II at Bagdogra, recorded in Book No. I, CD Volume No. 0403-2020, Pages from 29870 to 29908, being Document No. 040300912 for the year 2020 with the present developer M/S SHIVSHAKTI LIFESPACE, a Partnership Firm having its principal office at 4A Pollock Street, 1st Floor, Room No. 101D, Swaika Centre, Kolkata-700001, and having its office at Mahismari Near Sunrise Eng Medium School, Champasari-734003, P.O. Champasari, P.S. Pradhan Nagar, District-Darjeeling and also executed one General Power of Attorney registered in the office of the Additional District Sub-Registrar Siliguri-II at Bagdogra, recoded in Book No. I, Volume No. 0403-2020, Pages from 40673 to 40696, being No. 040300920 for the year 2020

- A. The said land is earmarked for the purpose of residential project comprising multistoried apartments/building (2 BHK Apartments, 3BHK Apartments, Car parking spaces) the project shall be known as **"MANAKAMNA 7"**.
- B. The Owner and Promoter are fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Owner regarding the Said Land on which Project is to be constructed have been completed.

SHIVSHAKTI LIFESPACE  
  
 Partner

C. The Matigara Panchayat Samity has granted the Commencement certificate to develop the project vide approval Order No. 545/NPS/Planning, dated 09/11/2020.

D. The Promoter has obtained the final layout plan, sanctioned plan, specifications and approvals for the Project and also for the apartments from Matigara Panchayat Samity. The Promoter agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with section 14 of the Act and other laws as applicable.

E. The Promoter has registered the Project under the provisions of the Act with the West Bengal Housing Industry Regulatory Authority at \_\_\_\_ on \_\_\_\_ under registration no. \_\_\_\_.

F. Allottee has applied for an apartment in the Project vide application no. \_\_\_\_ dated \_\_\_\_ and has been allotted apartment no. \_\_\_\_ having carpet area of \_\_\_\_ square feet (Super Built Up area \_\_\_\_ Sq. ft) on \_\_\_\_ floor, Block No. \_\_\_\_ of "MANAKAMNA 7" along with covered/Open Car parking space no. \_\_\_\_ admeasuring \_\_\_\_ square feet in the \_\_\_\_ Floor of \_\_\_\_ Block- \_\_\_\_, as permissible under the applicable law and of pro rata share in the ("Common Areas") as defined under clause (m) of section 2 of the Act (hereinafter referred to as the "Apartment" more particularly described in the **Schedule C**, and the floor plan of the apartment is annexed hereto and marked as (**Schedule C**).

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

1. the Allottee has independently examined and verified or caused to be examined and verified, inter alia, the following and has fully satisfied himself about the same:

1.1 The Title of the Owner in respect of the Premises along with Development Agreement as well as the General power of attorneys;

1.2 The Sanctioned Plans of the Buildings and further revised Sanctioned Plan if any;

*Handwritten signature: Harsh Kumar Agarwal*

1.3 The Carpet Area of the Said Apartment;

1.4 The Specifications and common Portions of the Project; and

1.5 The respective rights interest and entitlements of the Owner and the Allottee under this Agreement for Sale.

- H. 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;
- I. 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;
- J. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between this Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the apartment no. \_\_\_ on \_\_\_ floor, Block No. \_\_\_ and the \_\_\_\_\_ parking space as specified in para G.

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

**1 TERMS :**

- 1.1 Subject to the terms and conditions as detailed in this Agreement, the Owner and the Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase, the apartment no. \_\_\_ on \_\_\_ floor, Block No. \_\_\_ and the \_\_\_\_\_ parking space as specified in para G.
- 1.2 The Total Price for the Apartment based on the carpet area is Rs. \_\_\_ (Rupees \_\_\_\_\_) (Total Price) break up and description as follows:

Block No. _____	Rate of Apartment per square feet
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*Heena K. Agarwal*



Apartment No. _____	
Floor _____	
Total Price (in rupees)	
GST @ ____%	
Total Price Including GST	

AND

Covered/Open Independent/Dependent parking space-1	Price for 1
GST @ ____%	
Total Price including GST (in rupees)	

More fully mention in Para-I of the Payment Plan (Schedule-D) hereinafter.

Explanation:

- (i) The Total Price above includes the booking amount paid by the allottee to the Promoter towards the Apartment, parking space, 1.5 Years maintenance from the date of Completion, Transformer charges and DG setup cost (if any);
- (ii) The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter by way of G.S.T. and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter (by whatever name called) up to the date of handing over the possession of the apartment to the allottee and the

*Harsh Kumar Agarwal*

project to the association of allottees or the competent authority, as the case may be, after obtaining the completion certificate:

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

- (iii) The Promoter shall periodically intimate in writing to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment demanded by the Promoter within the time and in the manner specified therein. In addition, the Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;
- (iv) The Total Price of Apartment and Parking Space (if any) includes recovery of price of land, construction of [not only the Apartment but also] the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the apartment, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the common areas, maintenance charges as per Para II etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment and the Project.

- 1.3 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 Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authorities, the Promoter 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. Provided that if there is any new

*Harish Kumar Agarwal*



imposition or increase of any development charges after the expiry of the scheduled date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said project by the authority as per the Act, the same shall not be charged from the Allottee.

- 1.4 The Allottee shall make the payments as per the payment plan set out in **Schedule 'D' ("Payment Plan")**.
- 1.5 The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee by discounting such early payments @ % per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.
- 1.6 It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described herein at Schedule 'F' (which shall be in conformity with the advertisement, prospectus etc. on the basis of which sale is effected) in respect of the apartment, plot or building, as the case may be, without the previous written consent of the Allottee as per the provisions of the Act.

Provided that the Promoter may make such minor additions or alterations as may be required by the Allottee, or such minor changes or alteration as per the provisions of the Act.

- 1.7 The Promoter shall confirm to the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter, if there is reduction in the carpet area then the Promoter shall refund the excess money paid by Allottee within forty-five days,

*Manish Kumar Agarwal*

with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area, which is not more than three percent of the carpet area of the apartment, allotted to Allottee, the Promoter may demand that from the Allottee as per the next milestone of the payment plan as provided in Schedule 'D'. All these monetary adjustments shall be made at the same rate per square feet as agreed in para 1.2 of this Agreement.

1.8 Subject to para 9.3 the Promoter agrees and acknowledges, the Allottee shall have the right to the Apartment as mentioned below:

- (i) The Allottee shall have exclusive ownership of the Apartment.
- (ii) 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. It is clarified that the promoter shall hand over the common areas to the Association of Allottees after duly obtaining the completion certificate from the competent authority as provided in the Act.
- (iii) That the computation of the price of the Apartment includes recovery of price of land, construction of [not only the Apartment but also] the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the Apartment, Lift, Water line and Plumbing, finishing with paint, Marbles/Tiles, Doors, Windows, Fire detection and Firefighting equipment in the common areas maintenance charges as per para 11 etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the [Apartment Plot] and the Project

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(iv) The Allottee has the right to visit the project site to assess the extent of development of the project and his Apartment as the case may be.

1.9 It is made clear by the Promoter and the Allottee agrees that the Apartment along with ..... garage/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 Allottee. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottees of this Project.

1.10 The Promoter 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 charge including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the project). If the Promoter fails to pay all or any of the outgoings collected by its from the Allottees or any liability, mortgage loan and interest thereon before transferring the Apartment to the Allottees, the Promoter 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, prior to handover of the balance amount of maintenance charge to the society.

1.11 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 Promoter hereby acknowledges and the Allottee hereby agrees to pay the

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remaining price of the Apartment as prescribed in the payment Payment Plan (Schedule 'D') as may be demanded by the Promoter within the time and in the manner specified therein. Provided that if the Allottee delays in payment towards any amount which is payable, he shall be liable to pay interest at the rate prescribed in the Rules.

**2 MODE OF PAYMENT:**

Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the Payment Plan (through a/c. Payee cheque/demand draft/ bankers cheque or online payment) in favour of Shivshakti Lifespace payable at Siliguri.

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

- 3.1 The Allottee, if resident outside India, shall be sole responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India act, 1934 and the Rules and Regulations made thereunder or any statutory amendments/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 Promoter with such permission, approvals which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or the 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/their part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she/they may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

*Heavh K. An*

- 3.2 The Promoter accepts no responsibility in regard to matters specified in para 3.1 above, The Allottee shall keep the Promoter fully indemnified and harmless in this 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 Promoter immediately and comply with necessary formalities if any under the applicable laws. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of 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 Promoter shall be issuing the payment receipts in favour of the Allottee only.

4 **ADJUSTMENT/APPROPRIATION OF PAYMENTS:**

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

5 **TIME IS ESSENCE:**

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

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

The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the Apartment and accepted the floor plan, payment plan and the specifications, amenities and facilities as mentioned in different Schedule [annexed along with this Agreement] which has been approved by the competent authority, as represented by the Promoter. The

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Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities, subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the Competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the Competent Authorities and provisions prescribed by the municipal law and shall not have an option to make any variation/alteration/modification in such plans, other than in the manner provided under the Act, and breach of this term by the Promoter shall constitute a material breach of the Agreement.

## 7 POSSESSION OF THE APARTMENT:

### 7.1 Schedule for possession of the said Apartment:-

The Promoter agrees and understands that timely delivery of possession of the Apartment to the Allottee and the common areas to the Association of Allottees or the Competent Authority, as the case may be, is the essence of the Agreement. The Promoter assures to hand over possession of the Apartment along with ready and complete common areas with all specifications, amenities and facilities of the project in place on 10/05/2024 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 Promoter shall be entitled to the extension of time for delivery of possession of the Apartment.

Provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the allotment within 45 days

*Munish Kumar Agarwal*



from that date. The promoter shall intimate the Allottee about such termination at least thirty days prior to such termination. After refund of the money paid by the Allottee, the Allottee agrees that he/she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

- 7.2 **Procedure for taking possession** - The Promoter, upon obtaining the occupancy certificate from the competent authority shall offer in writing the possession of the Apartment, to the Allottee in terms of this Agreement to be taken within two months from the date of issue of occupancy certificate. [Provided that, in the absence of local law, the conveyance deed in favour of the Allottee shall be carried out by the Promoter within 3 months from the date of issue of Occupancy Certificate]. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee after taking possession, agree(s) to pay the maintenance charges as determined by the Promoter/Association of Allottees, as the case may be after the issuance of the Completion Certificate for the project. The Promoter shall hand over the occupancy certificate of the Apartment, as the case may be, to the Allottee at the time of conveyance of the same.

In case, the Allottee express his /her/their view to take physical possession of the under constructed apartment and gives a written application for handover of physical possession in such case the completion certificate shall be handed over only after obtaining the same from the competent authority.

- 7.3 **Failure of Allottee to take Possession of Apartment** - Upon receiving a written intimation from the Promoter as per para 7.2, the Allottee shall take possession of the Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and the Promoter shall give possession of the Apartment to the Allottee. In case the Allottee fails to take possession

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within the time provided in para 7.2 such Allottee shall continue to be liable to pay maintenance charges as specified in para 7.2.

- 7.4 Possession by the Allottee** - After obtaining the occupancy certificate and handing over physical possession of the Apartments in the building to the Allottees, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common areas to the Association of Allottee or the Competent Authority, as the case may be, as per the local law:

Provided that, in the absence of any local law, the promoter shall hand over the necessary documents and plans, including common areas to the Association of Allottees or the Competent Authority, as the case may be, within 30 days after obtaining the completion certificate.

- 7.5 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 promoter, the promoter herein is entitled to forfeit the booking amount paid for the allotment. The balance amount of money paid by the allottee after shall be returned by the promoter to the allottee within 45 days of such cancellation,

- 7.6 Compensation-** The Promoter shall compensate the Allottee in case of any loss caused to him due to defective title of the land, on which the project is being developed or has been developed, in the manner as provided under the Act and the claim for interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force.

Except for occurrence of a Force Majeure event, if the promoter fails to complete or is unable to give possession of the Apartment (i) in accordance with the terms of this Agreement, duly completed by the date specified in para 7.1; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration

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under the Act, or for any other reason, the Promoter 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 prescribed in the Rules including compensation if any in the manner as provided under the Act within forty-five days of it becoming due:

Provided that where if the Allottees does not intend to withdraw from the project, the promoter shall pay the Allottee interest at the rate prescribed in the Rules for every month of delay, till the handing over of the possession of the apartment which shall be paid by the promoter to the Allottee within forty-five days of it becoming due.

#### **8 REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:**

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

- (i) The Owner has absolute, clear and marketable title with respect to the said Land; the Promoter has the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project.
- (ii) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project.
- (iii) There are no encumbrances upon the said land or the Project.
- (iv) There are no litigations pending before any Court of law or Authority with respect to the said Land, Project or the Apartment.
- (v) All approvals, licenses and permits issued by the Competent Authorities with respect to the Project, said Land and Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times remain to be in compliance with all applicable laws in relation to the Project, said Land, Building and Apartment and common areas;

*Manish Kumar Bera*



- (vi) The Owner and Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right title and interest of the Allottee created herein, may prejudicially be affected.
- (vii) The Owner and Promoter has not entered into any agreement for sale and/or development agreement or any other agreement/arrangement with any person or party with respect to the said Land including the Project and the said Apartment which will in any manner, affect the rights of Allottee under this Agreement.
- (viii) The Owner and Promoter confirm that the Promoter is not restricted in any manner whatsoever from selling the said Apartment to the Allottee in the manner contemplated in this Agreement.
- (x) At the time of execution of the conveyance deed the Owner and the Promoter shall handover lawful, vacant, peaceful, physical possession of the Apartment to the Allottee and the common areas to the Association of Allottees or the Competent Authority, as the case may be.
- (xi) 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.
- (xii) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges, and taxes and other money, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities till Completion Certificate has been done to the competent authority and possession of apartment, plot or building, as the case may be, along with common areas (equipped with all the specification, amenities and facilities) has been handed over to the Allottee and the Association of Allottees or the Competent Authority, as the case may be.

*Mark K. A.*

(xiii) 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 Promoter in respect of the said Land and/or the Project.

**9 EVENTS OF DEFAULTS AND CONSEQUENCES:**

9.1 Subject to the Force Majeure clause, the Promoter shall be considered under a condition of Default, in the Following events:

(i) Promoter fails to provide ready to move in possession of the Apartment to the Allottee within the time period specified in para 7.1 or fails to complete the project within the stipulated time disclosed at the time of registration of the project with the Authority. For the purpose of this para 'ready to move in possession' shall mean that the apartment shall be in a habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the parties, and for which Occupation Certificate and Completion Certificate, as the case may be has been issued by the Competent Authority.

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

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

i) Stop making further payments to Promoter as demanded by the Promoter. If the Allottee stops making payments the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any interest; or

*Handwritten signature*

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

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

- (i) In case the Allottee fails to make payments for consecutive demands made by the Promoter as per the payment plan Schedule 'D' annexed hereto, despite having been issued notice in that regard the Allottee shall be liable to pay interest to the promoter on the unpaid amount at the rate prescribed in the Rules.
- (ii) In case of Default by Allottee under the condition listed above continues for a period beyond 3 (three) consecutive months after notice from the Promoter in this regard, the Promoter may cancel the allotment of the Apartment in favour of the Allottee and refund the money paid to him by the Allottee by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated:

Provided that the promoter shall intimate the allottee about such termination at least thirty days prior to such termination.

*Harsh Kumar Agarwal*



**10 CONVEYANCE OF THE SAID APARTMENT:**

The Promoter on receipt of Total Price of the Apartment as per para 1.2 under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the Apartment together with proportionate indivisible share in the Common Areas within 3 months from the date of issuance of the occupancy certificate and the completion certificate, as the case may be to the Allottee:


Provided that, in the absence of local law, the conveyance deed in favour of the Allottee shall be carried out by the promoter within three months from the date of issue of occupancy certificate. However, in case the Allottee fails to deposit the stamp duty and/or registration charges within the period mentioned in the notice, the Allottee authorizes the promoter to withhold registration of the conveyance deed in his/her favour till payment of stamp duty and registration charges to the promoter is made by the Allottee.

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

The Promoter 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 Allottees upon the issuance of the Completion Certificate of the project. The cost of such maintenance has been included in the Total Price of the Apartment.

**12 DEFECT LIABILITY:**

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the agreement for sale relating to such development is brought to the notice of the Promoter within a period of 5 (five) years by the Allottee from the date of handing over possession, it shall be the duty of the Promoter to rectify such defects without further charges,



within 30 (thirty) days and in the event of Promoter'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.

**13 RIGHT TO ENTER THE APARTMENT FOR REPAIRS:**

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

**14 USAGE:**

**Use of Basement and Service Areas:** The basement(s) and service areas, if any, as located within the 'MANAKAMNA 7', shall be earmarked for purposes such as 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 basements 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.

**15 COMPLIANCE WITH RESPECT TO THE APARTMENT:**

- 15.1 Subject to para 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 staircase, 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

*Manu Manu Arora*

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 goods 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 damage or jeopardized.

15.2 That Allottee further undertakes, assures and guarantees that he/she would not put any sign-board/nameplate, neon light, publicity material or advertisement material etc. on the face façade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottees shall also not change the color 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 Allottee shall not store any hazardous or combustible goods in the Apartment or place any heavy material in the common passage or staircase of the Building. The Allottee shall also not remove any wall including the outer and load bearing wall of the Apartment.

15.3 The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter 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.

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

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

**17 ADDITIONAL CONSTRUCTIONS:**

The Promoter undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the project after the building plan, layout plan, sanction plan and specifications, amenities and facilities has been approved by the Competent Authority(ies) and

*Manu Manu*



disclosed, except for any addition construction as may be permitted by the Competent Authority as provided and/or permitted under the Act.

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

After the Promoter executes this Agreement he shall not mortgage or create a charge on the Apartment 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.

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

The Promoter 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 (West Ben. Act XLI of 2017) and registered with West Bengal Housing Industry Regulation Rules, 2018. The Promoter showing compliance of various laws/regulations as applicable in the State of West Bengal.

**20 BINDING EFFECT:**

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter 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 Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before concerned the Sub-Registrar/Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default and if not rectified within 30 (thirty) days from the date of its receipt by the Allottee, application of

*Handwritten signature*

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.

**21 ENTIRE AGREEMENT:**

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

**22 RIGHT TO AMEND:**

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

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

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Apartment and the Project shall equally be applicable to and enforceable against and by any subsequent Allottees of the Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes

**24. WAIVER NOT A LIMIT AT IN TO ENFORCE:**

- 24.1 The Promoter 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 [Annexure D] 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 Promoter in the case of one Allottee shall not be construed to be a precedent

*Mark K. Brown*

and/or binding on the Promoter to exercise such discretion in the case of other Allottees.

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

25. **SEVERABILITY:**

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreements 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.

26. **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.

27 **FURTHER ASSURANCES:**

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

*Handwritten signature: M. K. S. S.*



28 **PLACE OF EXECUTION:**

The execution of this Agreement shall be completed only upon its execution by the Promoter through its authorized signatory at the Promoter's office or at some other places which may be mutually agreed between the Promoter and the Allottee, at Siliguri after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at any of the jurisdiction of the Sub-Registrar at ADSR Bagdogra, west Bengal. Hence this Agreement shall be deemed to have been executed at Siliguri.

29 **NOTICES:**

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

\_\_\_\_\_ (Name of Allottee)

\_\_\_\_\_ (Allottee Address)

M/s. SHIVSHAKTI LIFESPACE (Name of Promoter)

MAHESHMARI

NEAR SUNRISE ENGLISH MEDIUM SCHOOL

SILIGURI

WEST BENGAL- 734003. (Promoter Address)

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

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**30 JOINT ALLOTTEES:**

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

**31 SAVINGS:**

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

**32 GOVERNING LAW:**

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the Act and the Rules and Regulations made there under including other applicable 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 under the Arbitration and Conciliation Act, 1996.

**33.1** The Allottee have fully satisfied himself/herself/themselves as to the title of the Owner and the right of the Developer/Landowner in respect of the said land.

*Handwritten signature: Harish Kumar Agarwal*

**33.2** The Allotee have inspected the plan sanctioned by the authorities concerned in respect of the building complex and the said Unit being constructed by the Developer/Land Owner and agrees not to raise any objection with regards thereto

**33.3** The Allotee have Satisfied themselves about the project layout and the future sanctions to be obtained and the future constructions to be made by the Developers/Land Owner on the said land (if any).

**33.4** The Allotee have verified the location and site of the said Unit including the egress thereof and also the area and measurement of the Unit as stated in this agreement and agrees not to dispute the same.

**33.5** The Allotee have acknowledge that the right of the purchasers shall remain restricted to the said Unit and common portions only.

**33.6** The Allotee have satisfied themselves as to the Carpet area in relation thereto to comprise in the said Unit and also the common parts/portions which would be common for all the residents/occupants of the various units comprised in the said building complex and has agreed not to challenge or dispute the same in any manner whatsoever or however.

**33.7 Human first policy:** The Developer always believes in human first policy. The Developers declares that it does not discriminate any one on grounds of Caste, religion, race, sex or place of birth. Anyone who is either a citizen of India or a citizen of any other country in any capacity (either a company, Individuals, group of individuals, or otherwise), who may lawfully be permitted to purchase any flats in the building is welcome to purchase a flat in the Residential complex build by the Developer without any questions asked and the same is expected and agreed by all the co-owners.

**33.8 Electricity:** The Buyer shall pay the applicable Individual Electricity Meter Security Deposit to the WBSEDCL as and when applicable. Obtaining the electricity meter from the concerned department will be by buyer responsibility. The Developer will provide guidance and necessary documents to obtain the same.

**33.9 Generator Electricity Backup:** Electricity Backup from Generator will be provided for Lifts, Common Areas/Amenities, Water Pump System and Fire Suppression System. For Flats Electricity will be provided to a certain extent which will be a Single light and Fan for every room in the flat.

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**33.10 Resident Use:** The Buyer shall use the said Flat for residential purpose only. Under no circumstances shall the buyer use or allow the said flat to be used for commercial, industrial or other non-residential purpose. The buyer shall also not use or allow the said flat to be used as a religious establishment, hotel, hostel, boarding house, restaurant, nursing home, club, School or other public gathering place.

**33.11 Co-operate in Management and Maintenance:** The Allottee shall co-operate in the management and maintenance of the said phase, the said complex by the Developer/the Facility Manager/ the Association (upon formation).

**33.12 Observing Rules:** The Allottee shall observe the rules framed from time to time by the Developer/the Facility Manager/the Association (Upon formation) for the beneficial common enjoyment of the said Building, the Said Phase, the Said Complex.

**33.13 Causing Mutation:** The Allottee shall cause mutation of the name of the Allottee in respect of the Said Flat and/or Land Share in the Said Property in the records of the concerned Statutory Authorities at the cost of the Buyer after the registration of the conveyance.

**33.14 Alteration:**

**(i) Allowed Alteration:** Structural changes inside the flat is allowed to an extent, subjected to the written approval of Architect or Project Engineer. Tiles change are allowed but the developer can't be held responsible or liable to pay any damages due to any form of mistake or wrong doing in tile installation work by the Tiles contractor provided by the developer. The buyer shall have to get any other kind of flooring done will be adjusted by the Developer at the time of Final billing before the registry of the Flat.

**(ii) Disallowed Alterations:** no alteration, modification, changes, reimbursement of money shall be allowed by the Developer (excluding the allowed alteration mentioned above) for any other request from the buyer, for example (1) elevation and exterior colour scheme of the Said Flat and the Said Building, (2) design and/ or the colour scheme of the window, grills and the main door of the Said Flat and (3) C.P & Sanitary Fittings of Bathroom and Kitchen (4) Main flush door of the Flat etc. The Developer clarifies that the C.P fittings and sanitary fitting will be provided in the flats of best brands and so for such, no refunds will be allowed what so ever. Further the Developer clarified that the main door will

*Paul K. R.*

be provided of best quality plain flush door on which if the customer wishes can design the door on his own expenditure. Any of the above mention disallowed alteration is subjected to schedule mentioned below.

**(iii) No Structural Alteration and Prohibited Installation:** not alter, modify or in any manner change the structure or any civil construction in the Said Flat and Appurtenances or the Common portions or the Said Building, The Buyer shall not install any dish-antenna on the balcony and/or windows of the said Building and/or on any external part of the Said Building and Grills may only be installed by the buyer on the inner side of windows of the Said Flat as per the design of the Developer. The Buyer shall further install such type of air-conditioner (split only) and at such places, as be specified and prescribed by the Developer, it being clearly understood by the buyer that no out-door unit of split air-conditioner are specified and prescribed to be installed, the Buyer shall install the out-door unit of the same either inside the buyer's own balcony or on common ledge or platform and at no other place. The indoor unit will be installed in the specific point inside identified by the by the Developer in the flat because of the placing of overflow drain for discharge of AC water, pre-installed by the Developer in the said flat.

**33.15 No Changing Name:** Not change/alter/modify the names of the said Building and Said Complex from that mentioned in this Agreement.

**33.16 No Nuisance and Disturbance:**Not use the Said Flat or the Common Portion or the said parking space, if any, or permit the same to be used in such manner or commit any act, which may in any manner cause nuisance or annoyance to other occupants of the said Building and/or the neighboring properties and not make or permit to be made any disturbance or do not permit anything to be done that will interfere with the right, comfort, furnishing, renovation, alteration and/or otherwise being done by the buyer must be carried out between 8 am till 8 pm on any day, to minimum inconvenience to other co-occupant.

**33.17 No Storage:** Not store or cause to be stored and not place or cause to be placed any goods, articles or thing in the Common Portions.

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**33.18 No Signage:** Not put up or affix any sign board, name plate or other things or other similar articles in the common portions and the specified or outside walls of the Said Flat/Said Building/Said Building/Said Complex except at the place or places provided therefor, provided that this shall not prevent the Buyer from displaying a standardized name plate outside the main door of the Said Flat.

**33.19 Roof Rights:** A demarcated portion of the top roof of the Said Building shall remain common to all resident of the Said Building (Common Roof) and all common installations such as Water tank/lift machine room/ Mumty Room/Dish Antenna's/Lightening arrestors/ Earthing Strips/ Ducts Cover/ Main Water Lines etc. shall be situated in the common roof. The roof door will stay locked for safety and security reasons of the buyer and their Families. The keys will be with Allotees Association for maintenance activities. And the Developer will not sell or sublet the said roof to anyone whatsoever.

**33.20 Nomination by Buyer with Consent:** The Buyer admits and accepts that before the execution and registration of sale agreement or conveyance deed of the Said Flat and Appurtenances, the Buyer will be entitled to nominate, assign and/or transfer the Buyer's right, title, interest and obligations under this agreement on payment of 10% of the total sale price mentioned in this agreement of the said flat, as nomination charge to the Developer. The Buyer shall be entitled to nominate, assign and/or transfer the Buyer's right, title, interest, and obligations under this agreement to parent, spouse and children "without" payment of the aforesaid nomination charge. The Developer will have the exclusive right to ask for any documents relating to establishment of Blood relation between the nominee and the buyer. And the buyer agrees to note ask any question on the demands of paper's by the Developer for said change. The Buyer admits and accepts that the Buyer shall not nominate or assign the rights under this agreement save in the manner indicated above.

**33.21 Said Parking Space:** It is clarified that the right to park in the said parking space is not being agreed to be transferred on the basis of any fixed area, location, convenience or measurement and all decision of the Developer in this regard shall be final and binding on the Buyer and can only be used for parking of a four wheeler passenger vehicle. The parking will be demarcated and the buyer will have the right to only park the car in the said parking space and it shall not be used for any other purpose what so ever.

*Munish Kumar Agarwal*



**33.22 Key of Vacant Flats:** The Buyer has to give a key to the facility manager if the buyer do not wish to stay in the said flat regarding any kind of emergencies like Fire, Flood and Earthquake etc.

This agreement is in consonance with West Bengal HIRA Act and West Bengal HIRA Rules and all provisions of Act and Rules duly complied with.

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

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

Allottee: (including joint buyers)

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

Name \_\_\_\_\_

Address \_\_\_\_\_

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

Name \_\_\_\_\_

Address \_\_\_\_\_

**SIGNED AND DELIVERED BY THE WITHIN NAMED**

Promoter:

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

Name \_\_\_\_\_

Address \_\_\_\_\_

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

**WITNESSES :**

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

Name \_\_\_\_\_

Address \_\_\_\_\_

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

Name \_\_\_\_\_

Address \_\_\_\_\_

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### SCHEDULE 'A'

WHEREAS Sri BhabaniSankarAdhikari, and Sri Hari Prasad Adhikari, both are Son of Sri RudraLalAdhikari, were the absolute owner of land measuring 3.95 Acre, Situated within MouzaMahismari&Kamar, ParganaPatharghata, under Gram Panchayat Area, P.S. Matigara, Dist. Darjeeling, by virtue of a registered Deed of Gift being document No. 1-1082 for the year 1967, recoded in Book No. I, CD Volume No. 16, Pages from 19 to 21, registered at Sub-Registrar Siliguri.

Being owner in such possession the abovesaid Sri BhabaniSankarAdhikari, and Sri Hari Prasad Adhikari sold and transferred land measuring 4.66 acre, recorded in L.R. Khatian No. 69 & 113, in R.S. Plot No. 132, 133 & 134, Corresponding to L.R. Plot No. 207, 208 & 209, Situated within MouzaMahismari, J.L. No. 47, ParganaPatharghata, under Gram Panchayat Area, P.S. Matigara, Dist. Darjeeling, to and in favour of Sri Avisek Sharma, Son of C.R. Sharma, by virtue of a registered Deed of Sale being No. 1-1629 for the year 1993, recoded in Book No. I, CD Volume No. 22, Pages from 393 to 400, registered at Additional District Sub-Registrar Siliguri.

And the abovesaid (1) Sri BhabaniSankarAdhikari, (2) Sri Hari Prasad Adhikari, (3) Sri Purna Kumar Adhikari, all are Son of Sri RudraLalAdhikari, (4) Sri Avisek Sharma, Son of C.R. Sharma @ G.R. Sharma, sold and transferred land measuring 10.89 acre, recorded in L.R. Khatian No. 44, 65 & 107, in L.R. Plot No. 207, 208, 209, 210, 214, 215, 227 & 246, Situated within MouzaMahismari, J.L. No. 47, ParganaPatharghata, under Gram Panchayat Area, P.S. Matigara, Dist. Darjeeling, to and in favour of present vendor GREEN HILL INDUSTRIES PRIVATE LIMITED represented one its Director Sri Manoj Kumar Agarwal, Son of Sri Harikishan Agarwal, by virtue of one registered Deed of Sale being No. 1-2369 for the year 2006, recoded in Book No. I, CD Volume No. 60, Pages from 43 to 52, registered at Additional District Sub-Registrar Siliguri II at Bagdogra.

AND whereas now the present vendor namely GREEN HILL INDUSTRIES PRIVATE LIMITED has mutated the land in its name at Block Land and Land Reforms Matigara, Dist. Darjeeling and one separate L.R. Khatian has been open in its favour, vide L.R. Khatian No. 749, in L.R. Plot No. 207 (area measuring 3.60 acre) and Plot No. 208 (area measuring 2.06 acre) Situated within MouzaMahismari, J.L. No. 47, ParganaPatharghata, under Gram Panchayat Area, P.S. Matigara, Dist. Darjeeling. The abovenamed GREEN HILL INDUSTRIES PRIVATE LIMITED also converted their land measuring 4.31 Acre, recorded in Khatian No. 9, Corresponding to New L.R. Khatian No. 749, in R.S. Plot No. 132, 133 & 134, Corresponding to L.R. Plot No. 207, 208 & 215, Situated within MouzaMahismari, J.L. No. 47, ParganaPatharghata, under Gram

*Manish Kumar Agarwal*



Panchayat Area, P.S. Matigara, Dist. Darjeeling vide Memo 143/DLLRO/DJ/17 dated 31-05-2017 of the D.L. & L.R.O, Darjeeling.

WHEREAS the vendor hereof **GREEN HILL INDUSTRIES PRIVATE LIMITED** desirous to construct Multi Storied Building over their land measuring 248 Decimal entered into a **Development Agreement** registered at the office of the Additional District Sub-Registrar, Siliguri-II at Bagdogra, recorded in Book No. I, CD Volume No. 0403-2020, Pages from 29870 to 29908, being Document No. 040300912 for the year 2020 with the present developer **M/S SHIVSHAKTI LIFESPACE**, a Partnership Firm having its principal office at 4A Pollock Street, 1st Floor, Room No. 101D, Swaika Centre, Kolkata-700001, and having its office at Mahismari Near Sunrise Eng Medium School, Champasari-734003, P.O. Champasari, P.S. Pradhan Nagar, District-Darjeeling and also executed one General Power of Attorney registered in the office of the Additional District Sub-Registrar Siliguri-II at Bagdogra, recoded in Book No. I, Volume No. 0403-2020, Pages from 40673 to 40696, being No. 040300920 for the year 2020.

AND WHEREAS Being the owner in possession **GREEN HILL INDUSTRIES PRIVATE LIMITED** and the developer **M/S SHIVSHAKTI LIFESPACE** constructed Multistoried building as per **Sanction G + five Storied Building Plan vide No. 545/NPS/Planning, dated 09/11/2020**, duly sanction by Matigara Panchayat Samity.

AND WHEREAS the Developer formulated a scheme to enable a person/Party intending to have own unit/premises/parking space in the said building along with the undivided proportionate share and interest in the land on which the said building stands. The proportionate share or interest in the land is to be determined according to the constructed area comprising the unit or premises proportionate to the total constructed area on the said land.

AND WHEREAS, by virtue of the aforesaid Development Agreement and registered Development Power of Attorney, the Developer hereto prepared a building Plan in the name of the Land owners aforesaid and submitted before the Competent Authorities for their sanction and got the same vide **G + five Storied Building Plan vide No. 545/NPS/Planning, dated 09/11/2020**, duly sanction by Matigara Panchayat Samity.

By virtue of the said Development agreement the Developer herein has after obtaining the physical possession of the said land from the Land Owner, commenced the construction work of multi-storied building on and upon the owner's said demised land hereunder the schedule-B which is under progress.

*Manish Kumar Agarwal*



**ARTICLE - III****ABSOLUTE RIGHT, TITLE OF THE OWNER-VENDOR**

The Owner herein is the owner and seized and possessed of or otherwise well and sufficiently entitled to the subject property more fully particularly mentioned, described, explained, enumerated, provided at the under the **SCHEDULE B** hereunder written and enjoying the right and interest thereof free from all sorts of encumbrances, charges, liens, lispendenses, demands, claims, hindrances, attachments, debts, dues, acquisitions and requisitions whatsoever without any interference, obstruction and disturbance whatever from any person whomsoever and corner manner whatever save and except the rights conferred upon the Developer and created by the Owner herein by way of and under the terms and conditions of the said Development Agreements and by which the owners have appointed the Developer herein as the only and exclusive Agent of the Owner to Execute all the work of Development and Completion thereof in respect of the owner's said Land under the Schedule-B hereto.

**SCHEDULE-B****DESCRIPTION OF THE LAND**

**ALL THAT PIECE AND PARCEL** of land measuring 248 (Two Four Eight) Decimal appertaining to and forming part of R.S. Plot No. 133 (One Three Three) & 134 (One Three Four) corresponding to L.R. Plot No. 207 (Two Zero Seven) & 208 (Two Zero Eight), recorded in R.S. Khatian No. 5 (Five) & 9 (Nine) corresponding to L.R. Khatian No. 749 (Seven Four Nine) of Mouza - Mahismari, J.L. No. 47 (Four Seven), Pargana Patharghata, under Gram Panchayat Area, situates within P.S. Pradhan Nagar in the District of Darjeeling in the State of West Bengal. The said land on which the building stands is butted and bounded as follows:-

NORTH : ABOUT 23 FT WIDE ROAD,  
 SOUTH : LAND OF SOMRA NAGESHTA,  
 EAST : LAND OF LANDOWNER, P.K. ADHIKARY & HARI ADHIKARY,  
 WEST : ABOUT 35 FT. WIDE ROAD,

*Munish Kumar Agarwal*

**SCHEDULE-C****DESCRIPTION OF THE APARTMENT AND COVERED PARKING****PART-I**

A residential flat premises having Tiles Flooring, being **FLAT NO. \_\_\_\_** having a **Carpet Area \_\_\_\_ Sq.Ft.** as per HIRA ACT (Housing Industry Regulatory Act) and a built-up area of \_\_\_\_ Sq.Ft. corresponding to a Super built-up area of \_\_\_\_ Sq.Ft. at \_\_\_\_ Floor of Block- \_\_\_\_ of the Complex named & designed as "MANAKAMNA 7" together with One Covered/semi covered parking Space (measuring more or less about 105 SQ.FT.) to be allotted & identified by the Second and Third 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.

**PART-II**

**ALL THAT** Parking space purchased with the right to park for ..... sized car(s) and zero (o) two wheeler(s) in the covered parking space in the Building.

**SCHEDULE 'D'****PAYMENT PLAN****PART-I****"AGREED CONSIDERATION"**

- (a) Consideration for the Undivided Share and for  
Construction and completion of the said Apartment  
Rs...../-  
No. \_\_\_\_ on \_\_\_\_ floor admeasuring \_\_\_\_ sq.ft.  
Approx Carpet Area. (Super Built up area \_\_\_\_ Sq. ft.)
- (b) Consideration for the right to park a car  
in the said parking space Rs...../-

AGREED CONSIDERATION

Rs...../-

[Rupees .....only]

Goods & Service Tax as applicable extra on total value at current rates and/or as applicable at the time of payment.

Goods & Service Tax Registration Number \_\_\_\_\_

*Handwritten signature*

Any other Rates & Taxes as per W.B Government/ Central Government shall be payable wherever applicable.

### PART - II

#### Payment Terms

1. Booking Amount+ GST
2. 10% less than Booking Amount For Agreement(after completion of 45 days after booking the flat)+GST
3. 10% at the time of Completion of Ground Floor Casting+GST
4. 10% at the time of 1<sup>st</sup> Floor Roof Casting+GST
5. 10% at the time of 2<sup>nd</sup> Floor Casting+GST
6. 10% at the time of 3<sup>rd</sup> Floor Casting+GST
7. 10% at the time of 4<sup>th</sup> Floor Casting+GST
8. 10% at the time of 5<sup>th</sup> Floor Casting+GST
9. 10% at the time of Completion of Brick Work of the said flat +GST
10. 6% at the time of Completion of Plaster inside of the said flat +GST
11. 6% at the time of Completion of Flooring of the said flat +GST
12. Full and Final Payment at the possession of the said flat +GST

### PART - III

All payments under Installment Payment Plan [IPP] shall be made within a maximum period of 10 [Ten] days of issue of demand letter otherwise interest applicable as per Rules shall be charged. In case payments is not made for two months from the demand date then the booking shall be cancelled at the sole discretion of "Promoter" i.e. "SHIVSHAKTI LIFESPACE" and the Partnership Firm shall deduct 12% as Service Charges plus applicable Goods & Service Tax on the amount so received till such time and refund the balance payment without any interest thereon.

All payments received after due date will be first applied towards applicable interest and other sums, if any due and thereafter towards the installments. No payment will be received after due date without the payment of the applicable interest, if any.

*Harish Kumar Agarwal*



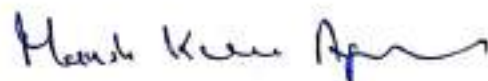
#### **PART - IV**

The "Promoter" shall endeavor to construct the said Apartment and make the same ready for delivering the possession thereof not later than November 2023, from the date of booking subject to force majeure as mention in Application of Booking Form and/or reasons beyond the control of the "Promoter" in which circumstances Clause No. 7.6 shall be applicable. Further Clause No. 7.1 to 7.5 shall also be applicable with regards to the possession of the Said Apartment.

#### **PART - V**

##### **Section A: Additional Payments payable wholly by the Allottee**

- (a) All Statutory Rates and Taxes including Goods & Service Tax, betterment and/or development charges and any other tax, duty, levy or charge that may be applicable, imposed or charged etc by the State/Central Government, if any, in connection with construction or transfer of the said Apartment in favour of the Allottee.
- (b) Stamp duty, registration fee and all other taxes, levy, miscellaneous and other allied expenses relating to this Agreement for Sale, the Deed of Conveyance and all other papers and documents that may be executed and/or registered relating to the Said Apartment as also the additional stamp duty, additional registration fee, Lawyer fee, penalty, interest or any other levy, if any, that may be imposed or payable in this regard at any time.
- (c) Charges levied by the "Promoter" for any additional or extra work done or any additional amenity or facility provided or any changes, additions, alterations or variation made in the Said Apartment including the costs, charges and expenses for revision of the Plans to the extent it relates to such changes, additions, alterations or variation.
- (d) Formation of the Association for the common purposes.



- (e) Betterment and/or development charges or other levies that may be charged regarding the Premises or the Buildings or the construction in terms hereof.
- (f) Making any changes, additions, alterations or variation in the Buildings and/or providing any additional or special provision, facility, fitting or amenity in the Buildings and/or the Premises, including the costs, charges and expenses for revision of the Plans to the extent it relates to such changes, additions, alterations or variation.

**Section B: Additional Payments payable proportionately by the Allottee to the Promoter are all additional/inclusive of the chargeable area**

Proportionate share of costs charges and expenses as detailed as under are all proportionately additional/inclusive of the chargeable area:

- (a) Obtaining and providing electricity supply and including those on account of or relating to transformer and electrical sub-station other equipment and installations, cabling, wiring, are all inclusive of the Chargeable area.
- (b) Installation of generator for the Common Portions and for providing minimum reasonable power to the said Apartment are all inclusive of the chargeable area.
- (c) Installation of security system for the common portions are all inclusive of the chargeable area.
- (d) Legal fee payable to Promoter is all exclusive in the agreed consideration.

**PART - VI**

Additional consideration payable to the "Promoter" in case there be any increase in Carpet Area of the said Apartment upon construction being made and the measurement being certified by the "Promoter". Such additional consideration shall be calculated at the same rate at which the Agreed Consideration has been computed.

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**PART - VII****"DEPOSITS"**

- (a) Corpus Maintenance Deposit equivalent to 2 year Maintenance Fund @ Rs. \_\_\_/= [Rupees \_\_\_\_\_ only] per sq. ft for 24 [twenty Four] months.
- (b) Deposit for Corporation/Zila Parishad/Panchayat/Local Authority Taxes.
- (c) Deposit for electric supply including transformer and electrical sub-station and meters.
- (d) Deposit for any other item in respect of which payment is to be made by the Allottee under Part-I of this Schedule.

The amounts of the aforesaid Deposits [b] [c] and [d] shall be quantified by the "Promoter" at the appropriate time. The Allottee agrees and undertakes to pay all the aforesaid Deposits within seven days of demand or before the Date of Possession, whichever is earlier, without raising any objection whatsoever regarding the same.

**SCHEDULE 'F'****SPECIFICATIONS****(WHICH ARE PART OF THE APARTMENT)**

1. Earthquake resistant RCC framed structural construction.
2. 8" thickness, both side plastered brick wall.
3. Vitrified tiles in Bedrooms & Living Room floors, tiles in Balcony, Kitchen & Bathroom floors.
4. All Doors made of Flush Ply and Aluminum window with glass.
5. Kitchen work - Top made of Granite with Stainless Steel Sink and 2ft height ceramic tiles above the counter. Electric Point for Water purifier.
6. The Toilet wall covered with ceramic tiles up to door height. Marc or Jaguar- Oriental series or equivalent C.P fittings & Hindware or equivalent Europe/ Indian type white ceramic pan with PVC cistern in Toilet. Also Electric Point for geyser.
7. Copper wiring as per ISI code with modular switches, circuit with MCBs of approved make. Cable TV point in every room. AC points in Living room and Master Bedroom.
8. Cement based paint on the Exterior walls.
9. 2 (Two) coats putty on interior walls.

Note- Extra works at the cost of the purchaser/s on prior payment.

*Handwritten signature*



**THE SCHEDULE "G" ABOVE REFERRED TO**  
**(COMMON PORTIONS)**

**PART - I**

**A. COMMON PARTS and PORTIONS in the BUILDING.**

1. Staircase and staircase landing on all floors & Lift.
2. Common entry on the ground floor.
3. Water pump, water tank, water pipes and common plumbing installation.
4. Drainage and Sewerage.
5. Boundary Wall and Main Gate.

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

**PART-II**

**B. COMMON PARTS and PORTIONS in the COMPLEX** are listed as under. These **COMMON PARTS and PORTIONS/FACILITIES** shall be shared by all the purchasers of current phase as well as by all the purchasers of upcoming phases in this said project **MANAKAMNA 7**. Present purchasers will have no right to raise any objections on the usage of the under mentioned **COMMON PARTS and PORTIONS/FACILITIES** with the purchasers of future horizontal and /or vertical extension which may add on to the present sanction plan.

*Manish Kumar Agarwal*