

AGREEMENT FOR SALE

This Agreement for Sale ("Agreement") executed on this _____ day of _____, 20____

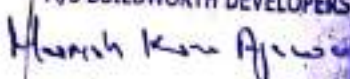
By and Between

BUILDWORTH DEVELOPERS, [PAN – AATFB0552D] A Partnership Firm within the meaning of the Indian Partnership Act, 1932, having its principal place of business at 6, Lyons Range, Unit No. 2, 5TH Floor, Kolkata, P.O - GPO, P.S. – Hara Street, Pin – 700001, Dist. Kolkata, in the State of West Bengal, represented by its Partner – Sri Manish Kumar Agarwal, [PAN – AEFPA5395F & AADHAAR – 613966649865], S/o Sri Durga Prasad Agarwal, Hindu by religion, Business by occupation, Indian by citizenship, residing at 427, Khalpara, Nehru Road, P.O. Siliguri Bazar, P.S. Siliguri, Pin – 734005, District Darjeeling, in the State of West Bengal -- hereinafter called the "VENDOR / FIRST PARTY" (which expression shall mean and include unless excluded by or repugnant to the context its partners, office bearers, successors in office, executors, administrators, legal representatives and/or assigns) of the "FIRST PART".

AND

[If the Allottee is a company]

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

M/S BUILDWORTH DEVELOPERS

 PARTNER

[OR]

[If the Allottee is a Partnership]

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

[OR]

[If the Allottee is an Individual]

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

[OR]

[If the Allottee is a HUF]

Mr. _____, (Aadhar no. _____) son of _____ aged about _____ for self and as the Karta of the Hindu Joint Mitakshara Family known as _____ HUF, having its place of business / residence at _____, (PAN _____), hereinafter referred to as the "Allottee" (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).

M/S BUILDWORTH DEVELOPERS
 Mohan Kumar Aggarwal
 PARTNER

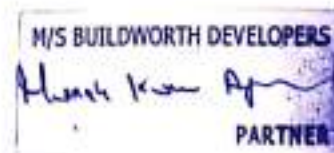
WHEREAS:

II. A) AND WHEREAS one PRASANTA KUMAR ROY, had transferred for valuable consideration and made over physical possession of all that 1/3rd [5175 / 3 = 1725] undivided share in a piece or parcel of total land measuring about 5175 Sq. Ft., be the same little more or less together with all easement and quasi – easement right and liabilities lying and situate at Mouza – Dabgram, J.L. No. 2, under R.S. Plot No. 116 of Sheet No. 5, recorded in R.S. Khatian No. 845/9, Pargana – Baikunthapur, P.S. Bhaktinagar, Dist. Jalpaiguri unto and in favour of SRI SANDIP CHOUDHARY, S/o Late Mangtu Ram Choudhary, by virtue of Deed of Conveyance was duly registered at Additional District Sub – Registrar, Jalpaiguri and recorded in Book No. I, Volume No. 1, Pages 500 to 509, Being No. 109 for the year 1986, absolutely forever.

B) AND WHEREAS one MANGTURAM CHOUDHARY, had transferred all that piece or parcel of land measuring about 1417 Sq. Ft., be the same little more or less together with all easement and quasi – easement right and liabilities lying and situate at Mouza – Dabgram, J.L. No. 2, under R.S. Plot No. 116 of Sheet No. 5, recorded in R.S. Khatian No. 845/9, Pargana – Baikunthapur, P.S. Bhaktinagar, Dist. Jalpaiguri unto and in favour of SRI SANDIP CHOUDHARY, S/o Late Mangtu Ram Choudhary, by virtue of Deed of Gift was duly registered at District Sub – Registrar, Jalpaiguri and recorded in Book No. I, Volume No. 1, Pages 5032 to 5044, Being No. 377 for the year 2011, absolutely forever.

AND WHEREAS the aforesaid SANDIP CHOUDHARY, S/o Late Mangtu Ram Choudhary, became the absolute and exclusive owner and in actual, khas and physical possession of all that piece or parcel of total plots of land measuring 1725 Sq. Ft + 1417 Sq. Ft = 3142 Sq. Ft and having permanent, heritable and transferable right, title and interest herein, free from all encumbrances and charges whatsoever.

II. A) AND WHEREAS one PRASANTA KUMAR ROY, had transferred for valuable consideration and made over physical possession of all that 1/3rd [5175 / 3 = 1725] undivided share in a piece or parcel of total land measuring about 5175 Sq. Ft., be the same little more or less together with all easement and quasi – easement right and liabilities lying and situate at Mouza – Dabgram, J.L. No. 2, under R.S. Plot No. 116 of Sheet No. 5, recorded in R.S. Khatian No. 845/9, Pargana – Baikunthapur, P.S. Bhaktinagar, Dist. Jalpaiguri unto and in favour of SRI KULDIP CHOUDHARY alias SRI KULDEEP CHOUDHARY, S/o Late Mangtu Ram Choudhary, by virtue of Deed of Conveyance was duly registered at Additional District Sub – Registrar, Jalpaiguri and recorded in Book No. I, Being No. 110 for



the year 1986, absolutely forever.

B) AND WHEREAS one KHARGA NATH ROY & 3 OTHERS, had transferred for valuable consideration and made over physical possession of all that piece or parcel of land measuring about 13 Kathas 8 Chhatak or 9720 Sq. Ft. be the same little more or less together with all easement and quasi – easement right and liabilities lying and situate at Mouza – Dabgram, J.L. No. 2, under R.S. Plot No. 116, 114/352 & 115/355 of Sheet No. 5, recorded in R.S. Khatian No. 845/1, 845/2, 845/3, 845/4, 845/5, 845/6, 845/7 & 845/8, Pargana – Baikunthapur, P.S. Bhaktinagar, Dist. Jalpaiguri unto and in favour of SRI KULDIP CHOUDHARY alias SRI KULDEEP CHOUDHARY, S/o Late Mangtu Ram Choudhary, by virtue of Deed of Conveyance was duly registered at District Sub – Registrar, Jalpaiguri and recorded in Book No. I, Volume No. 16, Pages 223 to 230, Being No. 1534 for the year 1989, absolutely forever.

C) AND WHEREAS one SUMITRA CHOUDHARY, had transferred all that piece or parcel of land measuring about 1890 Sq. Ft., be the same little more or less together with all easement and quasi – easement right and liabilities lying and situate at Mouza – Dabgram, J.L. No. 2, under R.S. Plot No. 116 of Sheet No. 5, recorded in R.S. Khatian No. 845/9, Pargana – Baikunthapur, P.S. Bhaktinagar, Dist. Jalpaiguri unto and in favour of SRI KULDIP CHOUDHARY alias SRI KULDEEP CHOUDHARY, S/o Late Mangtu Ram Choudhary, by virtue of Deed of Gift was duly registered at District Sub – Registrar, Jalpaiguri and recorded in Book No. I, CD Volume No. 1, Pages 5045 to 5057, Being No. 378 for the year 2011, absolutely forever.

AND WHEREAS the aforesaid SRI KULDIP CHOUDHARY alias SRI KULDEEP CHOUDHARY, S/o Late Mangtu Ram Choudhary, became the absolute and exclusive owner and in actual, khas and physical possession of all that piece or parcel of total plots of land measuring 1725 Sq. Ft. + 9720 Sq. Ft. + 1890 Sq. Ft. = **13335 Sq. Ft.** and having permanent, heritable and transferable right, title and interest herein, free from all encumbrances and charges whatsoever.

III. A) AND WHEREAS one PRASANTA KUMAR ROY, had transferred for valuable consideration and made over physical possession of all that $\frac{1}{3}^{\text{rd}}$ [5175 / 3 = 1725] undivided share in a piece or parcel of total land measuring about 5175 Sq. Ft., be the same little more or less together with all easement and quasi – easement right and liabilities lying and situate at Mouza – Dabgram, J.L. No. 2, under R.S. Plot No. 116 of Sheet No. 5, recorded in R.S. Khatian No. 845/9, Pargana – Baikunthapur, P.S. Bhaktinagar, Dist. Jalpaiguri unto and in favour of SRI JAYDIP CHOUDHARY alias JOYDEEP CHOUDHURY alias JOYDIP CHOUDHARY

M/S BUILDWORTH DEVELOPERS

 PARTNER

alias JOYDEEP CHOUDHARY, S/o Late Mangtu Ram Choudhary, by virtue of Deed of Conveyance was duly registered at Additional District Sub – Registrar, Jalpaiguri and recorded in Book No. I, Being No. 108 for the year 1986, absolutely forever.

B) AND WHEREAS one KABINATH ROY & GNAN ROY, had transferred for valuable consideration and made over physical possession of all that piece or parcel of land measuring about 13 Kathas 8 Chhatak or 9720 Sq. Ft., be the same little more or less together with all easement and quasi – easement right and liabilities lying and situate at Mouza – Dabgram, J.L. No. 2, under C.S. / R.S. Plot No. 116, 352 & 355 of Sheet No. 5, recorded in R.S. Khatian No. 845/9 & 845/10, Pargana – Baikunthapur, P.S. Bhaktinagar, Dist. Jalpaiguri unto and in favour of SRI JAYDIP CHOUDHARY alias JOYDEEP CHOUDHURY alias JOYDIP CHOUDHARY alias JOYDEEP CHOUDHARY, S/o Late Mangtu Ram Choudhary, by virtue of Deed of Conveyance was duly registered at District Sub – Registrar, Jalpaiguri and recorded in Book No. I, Volume No. 16, Pages 215 to 222, Being No. 1533 for the year 1989, absolutely forever.

C) AND WHEREAS one Vijay Kumar Gidra alias Vijay Gidra, had transferred all that piece or parcel of land measuring about 2765 Sq. Ft., be the same little more or less together with all easement and quasi – easement right and liabilities lying and situate at Mouza – Dabgram, J.L. No. 2, under R.S. Plot No. 116 of Sheet No. 5, recorded in R.S. Khatian No. 845/9, Pargana – Baikunthapur, P.S. Bhaktinagar, Dist. Jalpaiguri unto and in favour of SRI JAYDIP CHOUDHARY alias JOYDEEP CHOUDHURY alias JOYDIP CHOUDHARY alias JOYDEEP CHOUDHARY, S/o Late Mangtu Ram Choudhary, by virtue of Deed of Gift was duly registered at District Sub – Registrar, Jalpaiguri and recorded in Book No. I, CD Volume No. 1, Pages 5058 to 5069, Being No. 379 for the year 2011, absolutely forever.

AND WHEREAS the aforesaid SRI JAYDIP CHOUDHARY alias JOYDEEP CHOUDHURY alias JOYDIP CHOUDHARY alias JOYDEEP CHOUDHARY, S/o Late Mangtu Ram Choudhary, became the absolute and exclusive owner and in actual, khas and physical possession of all that piece or parcel of total plots of land measuring 1725 Sq. Ft. + 9720 Sq. Ft. + 2765 Sq. Ft. = **14210 Sq. Ft.** and having permanent, heritable and transferable right, title and interest herein, free from all encumbrances and charges whatsoever.

IV. A) AND WHEREAS one RATAN KUMAR GIDRA, had transferred for valuable consideration and made over physical possession of all that piece or parcel of land measuring about 2765 Sq. Ft., be the same little more or less together with all easement and quasi – easement right and liabilities lying and situate at Mouza – Dabgram, J.L. No. 2, under R.S. Plot No. 116 of Sheet No. 5, recorded in R.S.

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Khatian No. 845/9, Pargana – Baikunthapur, P.S. Bhaktinagar, Dist. Jalpaiguri unto and in favour of DARPAN PUBLICATIONS PRIVATE LIMITED, by virtue of Deed of Conveyance was duly registered at Sub – Registrar, Rajganj and recorded in Book No. I, Volume No. 38, Pages 345 to 352, Being No. 2812 for the year 2005, absolutely forever.

B) AND WHEREAS one RATAN KUMAR GIDRA, had transferred for valuable consideration and made over physical possession of all that piece or parcel of land measuring about 1895 Sq. Ft., be the same little more or less together with all easement and quasi – easement right and liabilities lying and situate at Mouza – Dabgram, J.L. No. 2, under R.S. Plot No. 116 of Sheet No. 5, recorded in R.S. Khatian No. 845/9, Pargana – Baikunthapur, P.S. Bhaktinagar, Dist. Jalpaiguri unto and in favour of DARPAN PUBLICATIONS PRIVATE LIMITED, by virtue of Deed of Conveyance was duly registered at Sub – Registrar, Rajganj and recorded in Book No. I, Being No. 2813 for the year 2005, absolutely forever.

C) AND WHEREAS one VIJOY KUMAR GIDRA, had transferred all that piece or parcel of land measuring about 1895 Sq. Ft., be the same little more or less together with all easement and quasi – easement right and liabilities lying and situate at Mouza – Dabgram, J.L. No. 2, under R.S. Plot No. 116 of Sheet No. 5, recorded in R.S. Khatian No. 845/9, Pargana – Baikunthapur, P.S. Bhaktinagar, Dist. Jalpaiguri unto and in favour of DARPAN PUBLICATIONS PRIVATE LIMITED, by virtue of Deed of Conveyance was duly registered at Sub – Registrar, Rajganj and recorded in Book No. I, Being No. 2811 for the year 2005, absolutely forever.

D) AND WHEREAS one MANGTURAM CHOUDHARY, had transferred all that piece or parcel of land measuring about 0.395 acres or 17236.36 Sq. Feet, be the same little more or less together with all easement and quasi – easement right and liabilities lying and situate at Mouza – Dabgram, J.L. No. 2, under R.S. Plot No. 116,115/355 of Sheet No. 5, recorded in R.S. Khatian No. 845/1, 845/2, 845/3, 845/4, 845/5, 845/6, 845/7, 845/8, 845/9, & 845/10, Pargana – Baikunthapur, P.S. Bhaktinagar, Dist. Jalpaiguri unto and in favour of DARPAN PUBLICATIONS PRIVATE LIMITED, by virtue of Deed of Conveyance was duly registered at Sub – Registrar, Rajganj and recorded in Book No. I, Volume no. 38, pages 359 to 364, Being No. 2814 for the year 2005, absolutely forever.

E) AND WHEREAS one PRAVINA CHOUDHARY, had transferred all that piece or parcel of land measuring about 1895 Sq. Ft., be the same little more or less together with all easement and quasi – easement right and liabilities lying and situate at Mouza – Dabgram, J.L. No. 2, under R.S. Plot No. 116 of Sheet No. 5, recorded in R.S. Khatian No. 845/9, Pargana – Baikunthapur, P.S. Bhaktinagar,

M/S BUILDWORTH DEVELOPERS
Mouza Mouza Rajganj
PARTNER

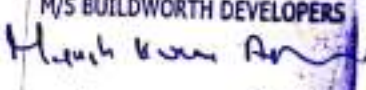
Dist. Jalpaiguri unto and in favour of DARPAN PUBLICATIONS PRIVATE LIMITED, by virtue of Deed of Conveyance was duly registered at Sub – Registrar, Rajganj and recorded in Book No. I, Being No. 2815 for the year 2005, absolutely forever.

F) WHEREAS one PRAVINA CHOUDHARY, had transferred all that piece or parcel of land measuring about 1895 Sq. Ft., be the same little more or less together with all easement and quasi – easement right and liabilities lying and situate at Mouza – Dabgram, J.L. No. 2, under R.S. Plot No. 116 of Sheet No. 5, recorded in R.S. Khatian No. 845/9, Pargana – Baikunthapur, P.S. Bhaktinagar, Dist. Jalpaiguri unto and in favour of DARPAN PUBLICATIONS PRIVATE LIMITED, by virtue of Deed of Conveyance was duly registered at Sub – Registrar, Rajganj and recorded in Book No. I, Being No. 2816 for the year 2005, absolutely forever.

G) AND WHEREAS one RAM GOPAL AGARWALA & 4 others, had transferred all that piece or parcel of land measuring about 11 Katha 9 Chhatak & 31 Sq. Feet or 8356 Sq. feet, be the same little more or less together with all easement and quasi – easement right and liabilities lying and situate at Mouza – Dabgram, J.L. No. 2, under R.S. Plot No. 116 of Sheet No. 5, recorded in R.S. Khatian No. 845/1, 845/3, 845/5, & 845/7, Pargana – Baikunthapur, P.S. Bhaktinagar, Dist. Jalpaiguri unto and in favour of DARPAN PUBLICATIONS PRIVATE LIMITED, by virtue of Deed of Conveyance was duly registered at Additional District Sub – Registrar, Rajganj and recorded in Book No. I, Being No.3127 for the year 2006, absolutely forever.

H) AND WHEREAS one SUMITRA DEVI CHOUDHARY , had transferred all that piece or parcel of land measuring about 1895 Sq. Ft., be the same little more or less together with all easement and quasi – easement right and liabilities lying and situate at Mouza – Dabgram, J.L. No. 2, under R.S. Plot No. 116 of Sheet No. 5, recorded in R.S. Khatian No. 845/9, Pargana – Baikunthapur, P.S. Bhaktinagar, Dist. Jalpaiguri unto and in favour of DARPAN PUBLICATIONS PRIVATE LIMITED, by virtue of Deed of Conveyance was duly registered at Sub – Registrar, Rajganj and recorded in Book No. I, Being No. 2817 for the year 2005, absolutely forever.

I) AND WHEREAS one SABITA AGARWALA, had transferred all that piece or parcel of land measuring about 10 Katha 5 chhatak 14 Sq. Ft. or 7439 Sq. Ft., be the same little more or less together with all easement and quasi – easement right and liabilities lying and situate at Mouza – Dabgram, J.L. No. 2, under R.S. Plot No. 116/179 of Sheet No. 5, recorded in R.S. Khatian No. 701/9, Pargana – Baikunthapur, P.S. Bhaktinagar, Dist. Jalpaiguri unto and in favour of DARPAN PUBLICATIONS PRIVATE LIMITED, by virtue of Deed of Conveyance was duly registered at Additional District Sub – Registrar, Rajganj and recorded in Book No. I, Being No. 5640 for the year 2006, absolutely forever.

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 PARTNER

J) AND WHEREAS one VIJOY KUMAR GIDRA, had transferred all that piece or parcel of land measuring about 2765 Sq. Ft., be the same little more or less together with all easement and quasi – easement right and liabilities lying and situate at Mouza – Dabgram, J.L. No. 2, under R.S. Plot No. 116 of Sheet No. 5, recorded in R.S. Khatian No. 845/9, Pargana – Baikunthapur, P.S. Bhaktinagar, Dist. Jalpaiguri unto and in favour of DARPAN PUBLICATIONS PRIVATE LIMITED, by virtue of Deed of Conveyance was duly registered at Sub – Registrar, Rajganj and recorded in Book No. 1, Being No. 2810 for the year 2005, absolutely forever.

AND WHEREAS the aforesaid **DARPAN PUBLICATIONS PRIVATE LIMITED**, became the absolute and exclusive owner and in actual, khas and physical possession of all that piece or parcel of total plots of land measuring 2765 Sq. ft. + 1895 Sq. Ft. + 1895 Sq. Ft. + 17236.36 Sq. Ft. + 1895 Sq. Ft. + 1895 Sq. Ft. + 8356 Sq. Ft. + 1895 Sq. Ft. + 7439 Sq. Ft. + 2765 Sq. Ft. = **48036.36 Sq. Ft.** and having permanent, heritable and transferable right, title and interest herein, free from all encumbrances and charges whatsoever.

AND WHEREAS the aforesaid **1. SRI SANDIP KUMAR CHOUDHARY ALIAS SANDIP CHOUDHARY, 2. SRI KULDIP CHOUDHARY ALIAS KULDEEP CHOUDHARY, 3. SRI JAYDIP CHOUDHARY ALIAS JOYDEEP CHOUDHARY**, all are S/O Late Mangtu Ram Choudhary **4. DARPAN PUBLICATIONS INTERNATIONAL LIMITED** [formally known as **DARPAN PUBLICATIONS PRIVATE LIMITED**], became the absolute and exclusive owner and in actual, khas and physical possession of all that piece or parcel of total plots of land measuring 3142.00 Sq. ft. + 13,335.00 Sq. Ft. + 14,210.00 Sq. Ft. + 48,036.36 Sq. Ft. = **78,723.36 Sq. Ft. or 1.80 Acres** and having permanent, heritable and transferable right, title and interest herein, free from all encumbrances and charges whatsoever.

AND WHEREAS the above named **1.SRI SANDIP KUMAR CHOUDHARY ALIAS SANDIP CHOUDHARY, 2. SRI KULDIP CHOUDHARY ALIAS KULDEEP CHOUDHARY, 3. SRI JAYDIP CHOUDHARY ALIAS JOYDEEP CHOUDHARY**, all are S/O Late Mangtu Ram Choudhary **4. DARPAN PUBLICATIONS INTERNATIONAL LIMITED** [formally known as **DARPAN PUBLICATIONS PRIVATE LIMITED**] A Company incorporated under the provision of Companies Act, 1956, having Certificate of Incorporation No. U22110WB1982PLC034786 Dated 16.04.1982 having its registered office at J1/16, EP BLOCK, Shaila Towers, 5th Floor, Room No. 503, Sector 5, Kolkata-700091 represented by three of its Director namely **1. Sri Kuldip Choudhary alias Kuldeep Choudhary, 2. Sri Jaydip Choudhary alias Joydeep Choudhary, 3.Smt Garima Choudhary** thereafter had transferred for valuable consideration and made over physical possession of their aforesaid land measuring **1.73 acres** or

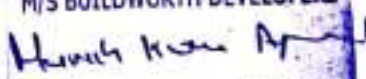
M/S BUILDWORTH DEVELOPERS
 Mohan Kumar [Signature]
 PARTNER

173 decimals out of the aforesaid total land measuring 1.80 acres as a stated above earlier as because at present the Vendor is in actual physical possession of only 1.73 acres of land. together with 17410 Sq. ft. old Tinshed structure constructed on part of the aforesaid land comprised in R.S. Plot Nos. 116, 114/352, 115/355 & 116/179 corresponding to L.R. Plot No. 174, 175, 176, 181 & 182 of R.S. Sheet No. 5 corresponding to L.R. Sheet No. 4 , recorded in R.S. Khatian No. 701/9, 845/1 845/2, 845/3, 845/4, 845/5, 845/5, 845/6, 845/7, 845/8, 845/9, 845/10, corresponding to L.R. Khatian No. 1001, 1002, 1853, 1854 & 1855 in Mouza- Dabgram, Pargana- Baikunthapur, J.L. No. 2, P.S. Bhaktinagar, Dist. Jalpaiguri, West Bengal , unto and in favour of **BUILDWORTH DEVELOPERS**, by virtue of Deed of Coveyance, executed on 1st day of July 2018 , presentation of this deed before the office of the A.D.S.R. Bhaktinagar on 3rd July 2018 being document No. I – 4565 for the year 2018, entered in Book - I, Volume No.0711-2018, Pages from 103555 to 103603, registered in the Office of the Addl. District Sub-Registrar, Bhaktinagar, Dist. Jalpaiguri.

V. A) AND WHEREAS one Sumitra Choudhary, had transferred all that piece or parcel of land measuring about 1890 Sq. Ft. , be the same little more or less together with all easement and quasi – easement right and liabilities lying and situate at Mouza – Dabgram, J.L. No. 2, under R.S. Plot No. 116 of Sheet No. 5, recorded in R.S. Khatian No. 845/9, Pargana – Baikunthapur, P.S. Bhaktinagar, Dist. Jalpaiguri unto and in favour of Kuldip Choudhary, by virtue of Deed of Gift was duly registered at District Sub – Registrar, Jalpaiguri and recorded in Book No. I, CD Volume No. 1, Pages 5045 to 5057, Being No. 378 for the year 2011, absolutely forever.

B) AND WHEREAS one Mangtu Ram Choudhary, had transferred all that piece or parcel of land measuring about 1417 Sq. Ft., be the same little more or less together with all easement and quasi – easement right and liabilities lying and situate at Mouza – Dabgram, J.L. No. 2, under R.S. Plot No. 116 of Sheet No. 5, recorded in R.S. Khatian No. 845/9, Pargana – Baikunthapur, P.S. Bhaktinagar, Dist. Jalpaiguri unto and in favour of Sri Sandip Choudhary , by virtue of Deed of Gift was duly registered at District Sub – Registrar, Jalpaiguri and recorded in Book No. I, CD Volume No. 1, Pages 5032 to 5044, Being No. 377 for the year 2011, absolutely forever.

AND WHEREAS the aforesaid 1. SRI KULDIP CHOUDHARY ALIAS KULDEEP CHOUDHARY, 2. SRI SANDIP KUMAR CHOUDHARY ALIAS SANDIP CHOUDHARY, both are S/o Late Mangtu Ram Choudhary became the absolute and exclusive owner and in actual, khas and physical possession of all that piece or parcel of total plots of land measuring 1890.00 Sq. Ft. + 1417.00 Sq. Ft. = 3307.00 Sq. Ft. or

M/S BUILDWORTH DEVELOPERS

 PARTNER

.075 Acres and having permanent, heritable and transferable right, title and interest herein, free from all encumbrances and charges whatsoever.

AND WHEREAS the above named **1. Sri Kuldeep Choudhary alias Kuldeep Choudhary**
2. Sri Sandip Kumar Choudhary alias Sandip Choudhary, thereafter had transferred for valuable consideration and made over physical possession of their aforesaid land measuring **7.50 Decimal or .075 Acres** comprised in R.S. Plot No. 116, corresponding to L.R. Plot No. 176 of R.S. Sheet No. 5 corresponding to L.R. Sheet No. 4, recorded in R.S. Khatian no. 845/9, corresponding to L.R. Khatian No. 1002, & 1854 in Mouza- Dabgram, Pargana- Baikunthapur, J.L. No. 2, P.S. Bhaktinagar, Dist. Jalpaiguri, West Bengal, unto and in favour of **BUILDWORTH DEVELOPERS**, by virtue of Deed of Conveyance, executed on 3rd Day of July 2018, presentation of this deed before the office of the A.D.S.R. Bhaktinagar on 4th July 2018 being document No. I-4737 for the year 2018, entered in Book - I, Volume No. 0711-2018, Pages from 105699 to 105727, registered in the Office of the Addl. District Sub-Registrar, Bhaktinagar, Dist. Jalpaiguri.

AND WHEREAS by virtue of the aforesaid two separate Deed of Conveyance, being document no. I-4565 and I-4737 for the year 2018, **BUILDWORTH DEVELOPERS**, (Vendor of these present) became the sole, absolute and exclusive owner of all that piece and parcel of land measuring **1.73 Acres + 0.075 Acres = 1.805 Acres [Rounded off 1.81 Acres]**, having permanent, heritable and transferable right, title and interest therein.

- A. The Said Land is earmarked for the purpose of building a residential project, comprising B+12 multistoried apartment buildings and the said project shall be known as "DARPAN 88"
- B. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the Said Land on which Project is to be constructed have been completed;
- C. The **AND WHEREAS BUILDWORTH DEVELOPERS** also got Land Use Compatibility Certificate (LUCC) from Siliguri Jalpaiguri Development Authority vide Memo No. 3023/SJDA dated 08/01/2019
- D. The Promoter has obtained the Sanction plan from Siliguri Municipal Corporation sanctioned a proposed B+12 Storied Housing Complex vide Plan No. 490 dated 19/06/2019 upon the aforesaid plot of land measuring **99.57 Kathas or 1.643 Acres** out of total land measuring 109.69 Kathas or 1.81

M/S BUILDWORTH DEVELOPERS
 Harish Kumar [Signature]
 PARTNER

Acres and the Vendor have also liberty to extend the construction work of the building by horizontal or vertical and the Purchaser/s had no objection in this regard

- E. The Vendor herein have decided or agreed to sell and the Purchaser/s herein have agreed to Purchase ALL THAT one unit being a Flat on the _____ Floor, measuring _____ sq. ft. (including Super Built Up Area), in Block____ & Two Car Parking Space [Open & Covered] at the Ground Floor/Basement, hereinunder called "FLAT AND GARAGE" morefully & particularly described in the SECOND SCHEDULE hereunder written, the same as so to be erected of the building situate at Sevoke Road, Opposite Sona Petrol Pump, P.O. Salugara, within P.S. Bhaktinagar, comprised in R.S. Khatian No. 701/9, 845/1, 845/2, 845/3, 845/4, 845/5, 845/6, 845/7, 845/8, 845/9, & 845/10, corresponding to L.R. khatian no. 1001, 1002, 1853, 1854, & 1855, comprised in R.S. Plot No. 116(P), 114/352, 115/355, & 116/179, corresponding to L.R. Plot No. 174, 175, 176, 181, & 182, of R.S. Sheet No. 5 corresponding to L.R. Sheet No. 4, of Mouza- Dabgram, J.L. No. 2, Pargana-Baikunthapur, P.S. Bhaktinagar, within Ward No. 42 of Siliguri Municipal Corporation, Dist. Jalpaiguri, morefully & particularly described in the FIRST SCHEDULE hereinabove written
- F. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;
- G. 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;
- H. 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;
- I. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the [Apartment/Plot] and the garage/closed parking (if applicable) as specified in para G;

M/S BUILDWORTH DEVELOPERS
 Harendra Kumar Agarwal
 PARTNER

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 Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase, the [Apartment/Plot] as specified in para G;

The Total Price for the [Apartment/Plot] based on the carpet area is Rs.

_____ (Rupees _____ only
 ("Total Price") (Give break up and description):

| | |
|--|---------------------------------------|
| Block/Building/Tower no., _____ Apartment no. , _____ Type _____ Floor _____ | Rate of Apartment per square feet* |
| | |
| | |

*Provide break up of the amounts such as cost of apartment, proportionate cost of common areas, preferential location charges, taxes etc.

[AND] [if/as applicable]

| | |
|---------------------------|-------------|
| Garage/Closed parking - 1 | Price for 1 |
| Garage/Closed parking - 2 | Price for 2 |
| | |
| | |

Explanation:

- (i) The Total Price above includes the booking amount paid by the allottee to the Promoter towards the [Apartment/Plot];
- (ii) The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax, and Cess or any other similar taxes which may be levied, in

M/S BUILDWORTH DEVELOPERS
 Mohd. Hussain
 PARTNER

connection with the construction of the Project payable by the Promoter) up to the date of handing over the possession of the [Apartment/Plot]:

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 to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment within 30 (thirty) days from the date of such written intimation. In addition, the 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/Plot] includes: 1) *pro rata* share in the Common Areas; and 2) ___garage(s)/closed parking(s) as provided in the Agreement.

The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The 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.

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

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.

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 therein in respect of the apartment, plot or building, as the case may be, without the previous written consent of the Allottee. Provided that the Promoter may make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act.

Subject to Clause 9.3 the Promoter agrees and acknowledges, the Allottee shall have the right to the [Apartment/Plot] as mentioned below:

- (i) The Allottee shall have exclusive ownership of the [Apartment/Plot];
- (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. Further, the right of the Allottee to use the Common Areas shall always be subject to the timely payment of maintenance charges and other charges as applicable. It is clarified that the promoter shall convey undivided proportionate title in the common areas to the association of allottees as provided in the Act;
- (iii) That the computation of the price of the [Apartment/Plot] includes recovery of price of land, construction of [not only the Apartment but also] the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, fire detection and firefighting equipment in the common areas etc. and includes cost for providing all other facilities as provided within the Project.

It is made clear by the Promoter and the Allottee agrees that the Apartment along with ___ garage/closed 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

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Manish Kumar Singh
PARTNER

part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottees of the Project.

The 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 charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the project). If the Promoter fails to pay all or any of the outgoings collected by it 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 and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person.

The Allottee has paid a sum of Rs, _____ (Rupees _____ only) as booking amount being part payment towards the Total Price of the [Apartment/Plot] at the time of application the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the [Apartment/Plot] as prescribed in the Payment Plan 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 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 Promoter abiding by the construction milestones, the Allottee shall make all payments, on demand by the Promoter, within the stipulated time as mentioned in the Payment Plan through A/ c Payee cheque/demand draft or online payment (as applicable) in favour of 'BUILDWORTH

M/S BUILDWORTH DEVELOPERS
Harish Kumar Arora
 PARTNER

DEVELOPERS' payable at Siliguri.

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES

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

The Promoter accepts no responsibility in this regard. 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 under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoter may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the

M/S BUILDWORTH DEVELOPERS
Manish Kumar Singh
PARTNER

Promoter to adjust his payments in any manner.

5. **TIME IS ESSENCE**


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

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

The Allottee has seen the specifications of the Apartment and accepted the Payment Plan, floor plans, layout plans which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications. 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 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/PLOT**

Schedule for possession of the said Apartment: The Promoter agrees and understands that timely delivery of possession of the Apartment is the essence of the Agreement. The Promoter, based on the approved plans and specifications, assures to hand over possession of the Apartment on, _____ 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

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 PARTNER

of possession of the [Apartment/Plot], 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 from that date. After refund of the money paid by the Allottee, Allottee agrees that he/ she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

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 3 (three months from the date of issue of such notice and the Promoter shall give possession of the Apartment to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter/association of allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within days of receiving the occupancy certificate* of the Project.

Failure of Allottee to take Possession of Apartment: Upon receiving a written intimation from the Promoter as per clause 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 within the time provided in clause 7.2, such Allottee shall continue to be liable to pay maintenance charges as applicable.

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

M/S BUILDWORTH DEVELOPERS
Mark Iron A
PARTNER

local laws.

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

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

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 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 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 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 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 specified in the Rules within 45 days including compensation in the manner as provided under the Act. Provided that where if the Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee interest at the rate specified in the Rules for every month of delay, till the handing over of the possession of the Apartment.

8. **REPRESENTATIONS AND WARRANTIES OF THE PROMOTER**

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

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

- (x) The Schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Schedule Property;
- (xi) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;
- (xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoter in respect of the said Land and/or the Project.

9. EVENTS OF DEFAULTS AND CONSEQUENCES

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. 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;
- (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.

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 penal interest; or

- (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 specified in the Rules within forty-five days of receiving the termination notice:

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

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 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 specified in the Rules.
- (ii) In case of Default by Allottee under the condition listed above continues for a period beyond consecutive months after notice from the Promoter in this regard, the Promoter shall cancel the allotment of the Apartment in favour of the Allottee and refund the amount money paid to him by the allottee by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated.

10. CONVEYANCE OF THE SAID APARTMENT

The Promoter, on receipt of complete amount of the Price of the Apartment under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the Apartment together with proportionate indivisible share in the Common Areas within 3 (three) months from the issuance of the occupancy certificate*. However, in case the Allottee fails to deposit the stamp duty, registration charges and all other incidental and legal expenses etc. so demanded within the period mentioned in the demand letter, the Allottee authorizes the Promoter to withhold registration of the conveyance deed in his/her

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favour till full and final settlement of all dues and stamp duty and registration charges to the Promoter is made by the Allottee. The Allottee shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899 including any actions taken or deficiencies/penalties imposed by the competent authority(ies).

11. MAINTENANCE OF THE SAID BUILDING / APARTMENT / PROJECT

The Vendor shall charge one time maintenance charge at the time of Registration of the sale Deed in favour of the Purchaser for 18 months and the said amount shall be **Rs. 1,50,000/- (One Lakh Fifty Thousand)** only with GST as applicable extra and after that the Vendor shall hand over the said flat to the society which shall be formed amongst the Purchaser's who will realize maintenance charge as decided by the society. The cheque payable to the Vendor shall be paid separately for this head. If even after the period of 18 months any member of flats are unsold the Vendor shall be liable to pay proportionate charges for maintenance of those flats as may be fixed by the society.

DELAY / FAILURE IN PAYMENT OF MAINTENANCE CHARGES:


Purchaser/s agree /s and understand/s that the right entrance to the said Apartment shall be subject to the payment of the maintenance charges and performance of all the covenants of these presents or as may be imposed by Vendor or the Society appointed by Vendor from time to time and Vendor/ Society on its sole discretion can disconnect any or all the services and connections if maintenance and / or consumption / usage charges are not forthcoming subject to penal interests.

INTERNAL MAINTENANCE

The scavenging of Common Areas will be carried out by Vendor / Society but those inside the said Apartment will be carried out by Purchaser/s only.

SINKING FUND

In addition, a onetime sinking fund of Rs. 50,000/- (Rupees Fifty Thousand) only may be created for replacement, refurbishing, major repairs of the plants and equipments etc., installed in the Complex or towards and unforeseen contingency in future and Purchaser/s agree /s to pay towards such sinking fund at the time of registration to the

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 PARTNER

Vendor and the Vendor shall create a Fixed Deposit of the aforesaid Sinking Fund which will be handover to the Society of the Complex within 18 months after creation of Society.

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 charge, 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 OF ALLOTTEE TO USE COMMON AREAS AND FACILITIES SUBJECT TO PAYMENT OF TOTAL MAINTENANCE CHARGES

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

14. RIGHT TO ENTER THE APARTMENT FOR REPAIRS

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

15. USAGE

Use of Basement and Service Areas: The basement(s) and service areas, if any, as located within the **DARPAN 88°**, shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, fire fighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the services areas and the 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.

- 16. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT:** Subject to Clause 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the Apartment at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Apartment, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Apartment and keep the Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized. The Allottee further undertakes, assures and guarantees that he/she would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face / facade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottees shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the Apartment or place any heavy material in the common passages or staircase of the Building. The Allottee shall also not remove any wall, including the outer and load bearing wall of the Apartment. The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the 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.

17. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY ALLOTTEE

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

18. ADDITIONAL CONSTRUCTIONS

The 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 has been approved by the competent authority(ies) except for as provided in the Act.

19. 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/Plot/Building] and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such Apartment.

20. APARTMENT OWNERSHIP ACT (OF THE RELEVANT STATE)

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

21. 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)

M/S BUILDWORTH DEVELOPERS
Moulik Kumar Singh
PARTNER

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 the Sub-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, which if not rectified within 30(thirty) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

22. ENTIRE AGREEMENT

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

23. RIGHT TO AMEND

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

24. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE / SUBSEQUENT ALLOTTEES

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Allottees 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 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 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 and /or binding on

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 PARTNER

the Promoter to exercise such discretion in the case of other Allottees.

Failure on the part of the Promoter 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 Allottee has to make any payment, in common with other Allottee(s) in Project, the same shall be the proportion which the carpet area of the Apartment bears to the total carpet area of all the Apartments in the Project.

28. FURTHER ASSURANCES

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

29. PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, in A.D.S.R. Bhaktinagar

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after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at Siliguri.

30. NOTICES

That all notices to be served on the Allottee and the 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)

"BUILDWORTH DEVELOPERS"

6, Lyons Range,
 Unit No. 2, 5TH Floor,
 Kolkata, West Bengal – 700001,
 (Promoter)

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.

31. 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.

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.

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

SIGNED AND DELIVERED BY THE WITHIN NAMED

Allottee: (including joint buyers)

- (1) _____
- (2) _____

At _____ on _____ in the presence of:

Please affix photograph and sign across the photograph

Please affix photograph and sign across the photograph

SIGNED AND DELIVERED BY THE WITHIN NAMED

Promoter:

- (1) _____
(Authorized

Signatory)

Please affix photograph and sign across the photograph

WITNESSES:

- 1 Signature _____
Name _____
Address _____
- 1 Signature _____
Name _____
Address _____

M/S BUILDWORTH DEVELOPERS
Handwritten Signature
PARTNER

SCHEDULE 'A'
FIRST SCHEDULE ABOVE REFERRED TO

All that piece or parcel of land measuring in Total 1.81 acres, situated under R.S. Khatian No. 701/9, 845/1, 845/2, 845/3, 845/4, 845/5, 845/6, 845/7, 845/8, 845/9, & 845/10, corresponding to L.R. Khatian No. 1001, 1002, 1853, 1854, & 1855, comprised in R.S. Plot No. 116, 114/352, 115/355, & 116/179, corresponding to L.R. Plot No. 174, 175, 176, 181, & 182, of R.S. Sheet No. 5 corresponding to L.R. Sheet No. 4, of Mouza- Dabgram, J.L. No. 2, Pargana-Baikunthapur, P.S. Bhaktinagar, bearing Holding No. 6/23/2189 within Ward No. 42 of Siliguri Municipal Corporation, Dist. Jalpaiguri.

The aforesaid Land is Jointly Butted & Bounded as follows:

On the North : Land of Plot No. R.S. 116(P), 355(P) & 352;
On the South : 27' 2" wide S.M.C Road & land of R.S. Plot No.179;
On the East : Land of R.S. Plot No. 352 & 180;
On the West : 100 Feet wide Sevoke Road.

Morefully & particularly described in the FIRST SCHEDULE.

SCHEDULE 'B'
SECOND SCHEDULE ABOVE REFERRED TO

All that one unit being a Flat on the _____ Floor, measuring _____ Sq. Ft. (including Super Built Up Area), being Flat No. ____, in Block __ of __BHK Flat & Two Parking Space [1 Open & 1 Covered] at the Ground Floor/Basement, hereinunder called "FLAT AND GARAGE" morefully & particularly described in the SECOND SCHEDULE hereunder written in the Housing Building Complex named "DARPAN 88°" situated at Sevoke Road, Opposite Sona Petrol Pump, P.O. Salugara, within P.S. Bhaktinagar, Siliguri, comprised in R.S. Khatian No. 701/9, 845/1, 845/2, 845/3, 845/4, 845/5, 845/6, 845/7, 845/8, 845/9, & 845/10, corresponding to L.R. Khatian no. 1001, 1002, 1853, 1854, & 1855, comprised in R.S. Plot No. 116(P), 114/352, 115/355, & 116/179, corresponding to L.R. Plot No. 174, 175, 176, 181, & 182, of R.S. Sheet No. 5 corresponding to L.R. Sheet No. 4, of Mouza - Dabgram, J.L. No. 2, Pargana-Baikunthapur, P.S. Bhaktinagar, Holding No. 6/23/2189 within Ward No. 42 of Siliguri Municipal Corporation, Dist. Jalpaiguri, the land morefully & particularly described in the FIRST SCHEDULE hereinabove written, TOGETHERWITH undivided in the FIRST SCHEDULE hereinabove written. TOGETHERWITH common facilities, right over passage, main entrance, stair, landing etc, morefully & particularly described in the THIRD SCHEDULE hereunder written.

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Mouh Kumar An
PARTNER

**SCHEDULE 'C' –
PAYMENT PLAN BY THE ALLOTTEE
THIRD SCHEDULE ABOVE REFERRED TO:**

| Payment details | Amount |
|---|--------|
| At the time of Booking and Agreement | 10% |
| At the time of Foundation | 10% |
| At the time of 2 nd Floor Roof Casting | 10% |
| At the time of 6 th Floor Roof Casting | 15% |
| At the time of 9 th Floor Roof Casting | 15% |
| At the time of 14 th / 15 th Floor Roof Casting | 15% |
| At the time of Flat Flooring and Fittings | 15% |
| At the time of Registration | 10% |

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 –

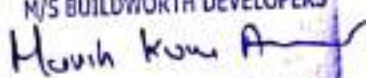
| | |
|------------------------------------|---|
| a) Maintenance Charges | Rs. 1,50,000/- for 18 months (one time) |
| b) Generator & Electricity Charges | Rs. 25,000/- per KVA |
| c) Sinking Fund | Rs. 50,000/- (one time) |
| d) Legal Charges | Rs. 21,000/- (one time) |

And separate cheques 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 payments.

FOURTH SCHEDULE ABOVE REFERRED TO:

The common areas and installations: Common to the Co – owner of the building.

1. Stair case on the floors.
2. Stair case landing on all floors.
3. Common passage and lobby on the Ground Floor excepting other allotted space.
4. Water pump, Water Tank, LIFT, Water Pipe and other common plumbing installations.
5. Electrical Wiring and fittings and fixtures for lighting the staircase, lobby and landings and electrical installation with main switches and meters and space required therefore.
6. GENERAL COMMON ELEMENTS of all appurtenances and facilities and other items which are not part of the SAID FLAT.
 - a) Exterior conducts utility lines Septic Tank / Tanks.
 - b) Public connection, meters, gas, electricity, telephone and water owned by public utility or other providing services and located outside the complex.
 - c) Exterior lighting and other facilities necessary to the upkeep and safety of the said building.

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- d) All elevations including shafts walls machine rooms.
 - e) All other facilities or elements or any improvement outside the building but upon the said building which is necessary for convenient to the existence management operation maintenance and safety of the building or normally in common use.
 - f) The foundation, fittings, columns, girders, beams, supports exterior walls, of the complex beyond the 'SAID FLAT' side or interior load bearing walls within the complex or concrete floor slab except the roof slab and all concrete ceilings and all stair cases in the said building.
 - g) Telephone and electrical systems contained within the said building.
 - h) Deep tube well for water supply.
7. Amenities to be including in the said property are –

Close Amenities

- a) Gymnasium
- b) Double height Community Hall with open lawn and kitchen
- c) Indoor Game
- d) Snooker Room
- e) Meeting Room
- f) Kids Zone
- g) Separate male & female sauna
- h) Society Office
- i) Activity Hall can be used for yoga, tuition, zumba class small function etc.
- j) Reading Lounge

Open Amenities

- a) Yoga Deck
- b) Swimming Pool 25'
- c) Jogging / Walking Track
- d) Open Lawn Connected with Community Hall
- e) Futsal Court / Basketball Court / Mud Zone / Open Gym

Amenities on Terrace

- a) Area for roof top parties
- b) Sitting zone with Bar B Que
- c) Catterring Area
- f) Open Air Theatre
- g) Spa Gazebo
- h) Yoga Deck
- i) Adda Zone
- j) Binocular Zone
- k) Tea party cabana
- l) Kids skate zone
- m) Fire place during winter
- n) Walking Trail

FIFTH SCHEDULE ABOVE REFERRED TO:

1. The expenses of administration, maintenance, repair, replacement of the common parts and equipments and accessories, common area, and facilities including white washing, painting and decorating exterior portion of the said building, the boundary walls, entrance, the stair cases, the landing, the gutters, rainwater pipes, motors, pumps, water and gas pipe, electric wirings and installations, sewers, drains and all other common parts, fixtures fittings and equipments, in, under or upon the building enjoyed or used in common by the purchasers or other occupier thereof.
2. The cost of cleaning, maintaining and lighting the main entrances, passages, landings, stair cases and other parts of the building as enjoyed or used in common by the occupiers of the occupiers of the said building.
3. Cost and charges of establishment reasonably required for the maintenance of the building and ward duty and other incidents costs.
4. The cost of decorating the exterior of the building.
5. The cost of repairing and maintenance of water pump, electrical installations and over lights and service charges supplies of common utilities.
6. Insurance premium, if any, for insuring the building against any damage due to earthquake, fire, lightening, civil commotion, etc.
7. Municipal taxes, multi-storied building tax, if any, and other similar taxes save those separately assessed on the respective flat.
8. Litigation expenses as may be necessary for protecting the right, title and possession of the land and the building.
9. Such other expenses as are necessary or incidental expenses for the maintenance, Govt. duties and up - keepment or the building as may be determined by the flat and /or Unit Owners Association.

SIXTH SCHEDULE ABOVE REFERRED TO:

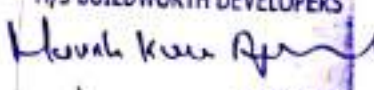
Not to carry on or permit to be carried on upon the SAID FLAT and other space or any thereof any offensive or unlawful business whatsoever not to do or permit to be done anything in the said unit which may be illegal or forbidden under any law for the time being in force.

For the Not to do or permit to be done any act, deed or thing which may render void or voidable any insurance of any FLAT/FLATS or any part thereof or cause any increased premium to be payable in respect thereof.

Not to claim, division or partition of the said land and /or the common.

Not to decorate the exterior of the said FLAT/FLATS which may be harmful for the FLAT/STRUCTURE of the Building.

Not to throw or accumulate any dirt, rubbish or other refuse or Permit the same to be thrown or accumulated in the said FLAT or any portion of the building.

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SPECIFICATION OF WORK

| | | |
|------------------------------------|---|---|
| Super Structure | : | Reinforced cement concrete |
| Living and dining room | : | Choice available from range of Italian marble |
| Master bed room | : | Choice available from range of Italian marble or PVC wooden flooring |
| Other Rooms | : | Range of Italian look tiles (Premium) |
| Kitchen | : | Floor & Dado : Granite top and tiles up to 3' in combination (Premium) |
| Toilet : Floor & Dado | : | Anti-skid tiles on floor and tiles up to door height in combination. (Premium) |
| Sanitary fixture | : | Kohler, Grohe, Roca or equivalent |
| UPVC and CPVC | : | Ashirwad, Astral or Equivalent |
| Balcony | : | Toughend glass railing |
| Door Frame | : | WPC frame (water proof) |
| Entry main door | : | Pre Laminated Flush door and SS hardware |
| Other door | : | Pre Laminated Flush door with SS hardware |
| Window | : | Glazed Coated Aluminum |
| Internal Finishes | : | Machine finish putty |
| External Finishes | : | Weather proof External Paint. |
| Electricals | : | Concealed wiring and modular switches |
| Provisional for Air Conditioner | : | Suitable electrical Points/AC ledge (VRF units at client cost) |
| Common Lobby | : | Well defined lobby with Italian finish (Marble/Tiles) with reception desk. |