

AGREEMENT FOR SALE

This Agreement for Sale ("AGREEMENT") executed on this--- day of ----20---

BY AND BETWEEN

1. PRAKASH DISTILLERY & CHEMICAL COMPANY PRIVATE LIMITED, (PAN: AABCP8268M) a Private Limited Company registered under the Company Act, 1956 bearing certificate of Incorporation No. U15520WB1971PTC028012, Dated 22.06.1971, having its registered office at 4th Floor, Hotel Prakash Building, Hill Cart Road, Siliguri-734001, P.O. & P.S. Siliguri, District Darjeeling, in the State of West Bengal, represented by one of its Director **SRI BIJAY SAHA**, hereinafter referred to as the "**ONE PART**" (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).

2. BHOJNARAIN TEA COMPANY LIMITED, (PAN: AABCB2967M) a Limited Company registered under the Company Act, 1956 bearing certificate of Incorporation No. U01132WB1925PTC005108, Dated 28.07.1925, having its registered office at 4th Floor, Hotel Prakash Building, Hill Cart Road, Siliguri-734001, P.O. & P.S. Siliguri, District Darjeeling, in the State of West Bengal, represented by one of its Director **SRI PRASENJIT SAHA**, hereinafter referred to as the "**OWNER/ONE PART**" (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).

3. CANNON PAPER INDUSTRIES PRIVATE LIMITED, (PAN: AABCC5922B) a Private Limited Company registered under the Company Act, 1956 bearing certificate of Incorporation No. U2109WB1996PTC081911, Dated 01.11.1996, having its registered office at 4th Floor, Hotel Prakash Building, Hill Cart Road, Siliguri-734001, P.O. & P.S. Siliguri, District Darjeeling, in the State of West Bengal, represented by one of its Director **SRI AJIT SAHA**, hereinafter referred to as the "**OWNER/ONE PART**" (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).

4. SAHAJI FINANCE PRIVATE LIMITED, (PAN: AAIC54808F) a Private Limited Company registered under the Company Act, 1956 bearing certificate of Incorporation No. U65921WB1989PTC047195, Dated 07.07.1989, having its registered office at 4th Floor, Hotel Prakash Building, Hill Cart Road, Siliguri-734001, P.O. & P.S. Siliguri, District Darjeeling, in the State of West Bengal, represented by one of its Director **SRI GOUTAM SAHA**, hereinafter referred to as the "**OWNER/ONE PART**" (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).

SHANTI DEVELOPERS

Rajana Agarwal

PARTNER

AND

SHANTI DEVELOPERS, (PAN: ACSFS7828Q), a Partnership Firm, having its Office at 1st Floor, Kapil Centre, 2nd Mile, Sevoke Road, P.O. Sevoke Road, P.S. Bhaktinagar, Siliguri-734001, District Jalpaiguri, in the State of West Bengal, hereinafter called the **DEVELOPER/SECOND PARTY**, represented by one of its Partner, **Mrs. RANJANA AGARWAL** W/O, Sri Ajay Agarwal, (PAN: ALSPA4933B & Aadhar No. 3226-6692-4187) **OR MR. UTSAV MITTAL** S/O, Sri Prem Kumar Agarwal, (PAN: BFFPM8756J & Aadhar No. 7048-4934-0284) (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).

AND

[ALLOTTEE IF 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 successors-in-interest, executors, administrators and permitted assignees).

[OR]

[If the Allottee is a Partnership]

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

[OR]

[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

SHANTI DEVELOPERS*Ranjana Agarwal***PARTNER**

context or meaning thereof be deemed to mean and include his heirs, representatives, executors, administrators, successors-in-interest and permitted assignees as well as the members of the said HUF, their heirs, executors, administrators, successors-in-interest and permitted assignees).

The Owner, the Promoter and the Allottee shall hereinafter collectively be referred to as the "PARTIES" and individually as a "PARTY".

DEFINITIONS:

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

"Act" means the West Bengal Housing Industry Regulation Act, 2017 (West Bengal Act XLI of 2017);

"Rules" means the West Bengal Housing Industry Regulation Rules, 2018 made under the West Bengal Housing Industry Regulation Act, 2017;

"Regulations" mean the Regulations made under the West Bengal Housing Industry Regulation Act, 2017;

"Section" means a section of the Act.

WHEREAS:

- A. The **Owners/First Part** are the absolute and lawful owner of the total land measuring 6.77 acres of land vide Registered Deed No. 5283 dated 24.02.2016, Registered Deed No. 604 dated 03.02.2016, Registered Deed No. 694 dated 03.02.2016, Registered Deed No. 1220 dated 24.02.2016, Registered Deed No. 695 dated 08.02.2016 Registered Deed No. 794 dated 08.02.2016 situated at Mouza Baraghoria, J.L. No. 82 within Pathrghata Gram Panchayat, P.S. Matigara, District Darjeeling, Sub-Registry Office Siliguri & Siliguri-II at Bagdogra, in the District of Darjeeling and comprised in L.R. Plot Nos. and Khatian Nos. as follows:

L.R. Khatian	L.R. Plot No.	Area (Acre)
75	424	0.05
75	425	2.12
75	426	0.05
75	427	2.16
75	428	2.35
75	429	0.04
	TOTAL	6.77

- (i) The Owner entered into a Development Agreement dated 7th December, 2016, Registered Document No.1-7078 in the year 2016 (hereinafter referred to as the "DEVELOPMENT AGREEMENT") with **SHANTI DEVELOPERS** for developing and constructing a Building Complex on the Said Land for the consideration and subject to the terms and conditions.

SHANTI DEVELOPERS

Rajendra Ghosal

PARTNER

NOW KNOW ALL MEN BY THESE PRESENT that:-

1. PRAKASH DISTILLERY & CHEMICAL PRIVATE LIMITED,
2. BHOJNARAIN TEA COMPANY LIMITED,
3. CANON PAPER INDUSTRIES PRIVATE LIMITED,
4. SAHAJI FINANCE PRIVATE LIMITED

are being represented by and through their Constituted Attorney - **Mrs. RANJANA AGARWAL** W/O, Sri Ajay Agarwal, (PAN: ALSPA4933B & Aadhar No. 3226-6692-4187) OR **MR. UTSAV MITTAL** S/O, Sri Prem Kumar Agarwal, (PAN: BFFPM8756J & Aadhar No. 7048-4934-0284), Both are Hindu by faith, Indian by Nationality, Business by occupation, residing at Shanti Warehouse, 3rd Mile, Sevoke Road, Siliguri, P.O.-Salugara, P.S. - Bhaktinagar, District - Jalpaiguri, PIN -734 008, in the State of West Bengal, by virtue of General Power of attorney, Dtd....., being Document No..... for the year, registered in the Office of the Additional District Sub-Registrar Siliguri -II at Bagdogra.

- B. The said land is earmarked for the purpose of building of **Residential & Commercial** project, comprising **B+G+13** multistoried apartment buildings and [insert any other components of the Projects] and the said project shall be known as "**ANAND VILLE**".
- C. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the said land on which Project is to be constructed have been completed.
- D. The **Patharghata Gram Panchayat** has granted the commencement certificate to develop the Project vide its approval dated **10/12/2019** Bearing registration no. (**Order No.**) **17/Path/MPS/Planning**.
- The promoter has obtained the final layout plan, sanctioned plan, specification and approvals for the project and also for the apartment, plot or building, as the case may be from **Patharghata Gram Panchayat**. 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. The Allottee had applied for an apartment in the Project vides application no. Dated And has been allotted apartment no. having carpet area of Square feet, type, on Floor in WING no. along with garage/open/covered parking no. admeasuring square feet in the as permissible under the applicable law and of pro rata share in the common areas of the project ("Common Area") as defined under clause (m) of section 2 of the Act (hereinafter referred to as the "Apartment" more particularly described in Schedule-A and the floor plan or the apartment is annexed hereto and marked as Schedule-8);
- G. The Allottee hereby agrees with the Promoter that the Common Areas and common facilities in the "Efficiency Comfort Zone" shall be used exclusively by the Allottees in that Zone, and the Common Areas and common facilities in the complex shall be exclusively used by the allottees and also by the allottees of the project portion of the Future Development;
- H. The Parties have gone through all the terms & conditions set out in this Agreement and understood the mutual rights and obligations detailed herein.
- I. 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

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Ranjana Agarwal

PARTNER

- applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;
- K. The Allottees of the Apartments in the Project shall own in common with other allottees of the Project, the Common Areas of the Project and also the land on which the Project is situated together with all easements, rights and appurtenances belonging thereto (hereinafter referred to as the "**PROJECT COMMON PORTIONS**") together with undivided, impartible and variable pro rata share in the common areas of the complex in common with the allottees of the project and Portion of the Future Development. The Project Common Portions shall be exclusively used by the Allottees of that Project only;
- L. In accordance with provisions of the West Bengal Apartment Ownership Act, 1972 certain common areas and facilities may be kept as reserved for use of certain apartments or remain allotted to any apartment to the exclusion of other apartments and shall hereinafter be referred to as the "**LIMITED COMMON AREAS AND FACILITIES**";
- M. The Limited Common Areas and Facilities in respect of the Project shall, inter alia, include the garage/open/covered car parking spaces, terrace(s), open spaces/lawn/private garden on the terrace(s) situated and/or designated for the Project.
- N. The Parties hereby confirm that they are signing this Agreement with full knowledge of the all laws, rules, regulations, notifications etc. applicable to the Project.
- O. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;

NOW THEREFORE, in consideration of the mutual representation, covenants, assurances, promises and agreement contained herein and other good and valuable consideration, the parties agree as follows:

1. TERMS :

- 1.1 Subject to the terms & conditions as detailed in this Agreement, the Promoter hereby agrees to sell to the Allottee(s) and the Allottee(s) hereby agrees to purchase, the Apartment as specified in Para 'H'
- 1.2 The Total Price for the Apartment based on the carpet area is Rs. (in words Rupees..... only) ("**Total Price**") The break-up and description is given in Annexure " " hereto:

Explanation:

- (i) The Total Price above includes the booking amount paid by the allottee to the Promoter towards the [Apartment]
- (ii) The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter by way of G.S.T. and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter, by whatever name called) upto the date of the handing over the possession of the Apartment/Plot to the allottee and the Project to the association of allottees or the competent authority, as the case may be, after obtaining the completion certificate;

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

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Ranjana Ghoshal

PARTNER

Provided further that if there is any increase in the taxes after the expiry of the schedule date of completion of the Project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said Project by the Authority, as per the Act, the same shall not be charged from the Allottee;

- (iii) The Promoter shall periodically intimate to the Allottee(s), the amount payable as stated in (i) above and the Allottee(s) shall make payment demanded by the Promoter within the time and in the manner specified therein. In addition, the Promoter shall provide to the Allottee(s) the details of the taxes paid or demanded along with the Acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;
- (iv) The Total Price of Apartment/ 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, electrical connectivity to the Apartment, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the common areas, maintenance charges as per Para. II etc. and includes cost for providing all other facilities, amenities and specification to be provided within the Apartment and the Project.

1.3 The Total Price is escalation free. The allottee(s) shall make the payment as per the payment plan set out in **Schedule C** ("Payment Plan").

1.4 The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee(s) by discounting such early payments @ ____% per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee(s) by the Promoter.

1.5 It is agreed that the Promoter shall not make any addition and alteration in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described herein at **Schedule 'D'** and **Schedule 'E'** (which shall be in conformity with the advertisement, prospectus etc., on the basis of which sale is effected) in respect of the Apartment/ Plot/building, as the case may be, without the previous written consent of the Allottee(s) as per the provisions of the Act. Provided that the Promoter may make such minor additions or alterations as may be required by the Allottee(s), or such minor changes or alterations as per the provisions of the Act.

1.6 The Promoter shall confirm to the final carpet areas that has been allotted the Allottee after in construction of the building is complete and the occupancy certificate the granted by the competent authority, by furnishing details of the charges, if any in the carpet area. The Total Price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is reduction in the carpet area than the Promoter shall refund the excess money paid by Allottee within 45 (forty-five) days with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area, which is not more than three percent of the carpet area of the Apartment, allotted to the Allottee, the Promoter may demand that from the Allottee as per the next milestone of the Payment Plan as provided in **Schedule C**. All these monetary adjustments shall be made at the same rate per square feet as agreed in Para 1.2 of this agreement.

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

- (i) The Allottee(s) shall have exclusive ownership of the Apartment;
- (ii) The Allottee(s) shall also have undivided proportionate share in the common areas. Since the share/ interest of Allottee(s) in the common areas is undivided and cannot be divided or separated, the Allottee(s) shall use the common areas, along with other occupants and maintenance staff etc.,

without causing any inconvenience or hindrance to them. It is clarified that the Promoter shall handover the common areas to the association of allottees after duly obtaining the completion certificate from the competent authority as provided in the Act;

- (iii) That the computation of the price of the Apartment/ 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, electrical connectivity to the Apartment, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the common areas, maintenance charges as per Para 11 etc. and includes cost for providing all other facilities, amenities and specification to be provided within the Apartment and the Project;
- (iv) The Allottee has the right to visit the Project site to assess the extent of development of the Project and his Apartment, as the case may be.
- 1.9 It is made clear by the Promoter and the Allottee agrees that the Apartment along with garage/open/ covered parking shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the said Land and is not a part of any other project or zone and shall not form a part of and/or linked/ combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottee(s) of the Project.
- 1.10 The Promoter agrees to pay all outgoing/ dues before transferring the physical possession of the Apartment to the Allottee(s) which it has collected from the Allottee(s), for the payment of outgoing/dues (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the Project). If the Promoter fails to pay all or any of the outgoing/ dues collected by it from the Allottee(s) or any liability, mortgage loan and interest thereon before transferring the Apartment to the Allottee(s), the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoing/ dues and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefore by such authority or person.
- 1.11 The Allottee has paid a some of Rs. ----- (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 at [Schedule C] as may be demanded by the Promoter within the time and manner specified therein.
Provided that if the Allottee(s) delays in payment towards any amount which is payable, he shall be liable to pay interest at the rate prescribed in the Rules.
2. **MODE OF PAYMENT:**
Subject to the terms of the agreement and the Promoter abiding by the construction milestones, the Allottee shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the payment plan [through account payee cheque / demand draft/ banker's cheque or online payment (as applicable) in favor of SHANTI DEVELOPERS payable at SILIGURI].
3. **COMPLIANCE OF LAWS RELATING TO REMITTANCES:**

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Rajee Agarwal

PARTNER

3.1 The Allottee, if residence outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999 ('FEMA'), Reserve Bank of India Act, 1934 ('RBI' Act) and the Rules and Regulation made there under or any statutory amendments or modifications made thereof and all others applicable laws including that of remittance of payment, acquisition/ sale/ transfer of immovable properties in India etc. and provide the Promoter with such permission, approval which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulation of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/ her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/ she may be liable for any action under Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

3.2 The Promoter accepts no responsibility in regard to matters specified in Para 3.1 above. The Allottee shall keep the Promoter fully indemnified and harmless in this regards. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoters immediately and comply with necessary formalities if any, under the applicable laws. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of Allottee and such third party shall not have any right in the application/allotment of the said Apartment apply for herein in any way and the Promoter shall be issuing the payment receipts in favor of the Allottee only.

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

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

5. **TIME IS ESSENCE :**

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

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

The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the Apartment and accepted the floor plan, payment plan and the specification, amenities and facilities annexed along with this Agreement which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities. Subject to the terms in this Agreement; the Promoter undertakes to strictly abide by such plans approved by the competent authorities.

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

7.1 **Schedule for possession of the said [Apartment] –**

The Promoter agrees and understands that timely delivery of possession of the Apartment to the Allottee and the common areas to the Association of allottees or the competent authority, as the case may be, is the essence of the Agreement. The Promoter assures to handover possession of the Apartment along with ready and complete common areas with all specifications, amenities and facilities of the Project in place on----- unless there is delay or failure due to war, flood, drought, fire, cyclone

earthquake, pandemic or epidemic or any other calamity caused by nature effecting the regular development of the real estate project ("Force Majeure"). If, however, the completion of Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Apartment.

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

- 7.2 **Procedure for taking possession**- The Promoter, upon obtaining the occupancy certificate from the competent authority shall offer in writing the possession of the Apartment, to the Allottee(s) in terms of this Agreement to be taken within 2 (two) months from the date of issue of occupancy certificate. [Provided that, in the absence of local law, the conveyance deed in favor of the Allottee shall be carried out by the Promoter within three months from the date of issue of occupancy certificate]. The Promoter agrees and undertakes to indemnify the Allottee(s) in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee(s), after taking possession, agree(s) to pay the maintenance charges as determined by the Promoter/ Association of Allottees, as the case may be, after the issuance of completion certificate for the Project. The Promoter shall handover the occupancy certificate of the Apartment, as the case may be, to the Allottee at the time of conveyance of the same.
- 7.3 **Failure of Allottee to take possession of Apartment** - Upon receiving a written intimation from the Promoter as per Para 7.2 above, the Allottee(s) shall take possession of the Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and the Promoter shall give possession of the Apartment to the Allottee(s). In case the Allottee(s) fails to take possession within the time provided as per Para 7.2 above, such Allottee shall continue to be liable to pay maintenance charges as specified under Para 7.2 above.
- 7.4 **Possession by the Allottee**- After obtaining the occupancy certificate* and handing over physical possession of the Apartment to the Allottee, it shall be the responsibility of the Promoter to handover the necessary documents and plan, including common areas to the Association of allottees or the competent authority, as the case may be, as per the local laws:
- [Provided that, in the absence of any local law, the Promoter shall handover the necessary documents and plans, including common areas, to the Association of allottees or the competent authority, as the case may be, within thirty days after obtaining the completion certificate].
- 7.5 **Cancellation by Allottee**- The Allottee(s) shall have the right to cancel/withdraw his allotment in the Project as provided in the Act:
 Provided that where the Allottee(s) proposes to cancel/withdraw from the Project without any fault of the Promoter, the Promoter herein is entitled to forfeit the booking amount paid for the allotment. The balance amount of money paid by the Allottee(s) shall be returned by the Promoter to the Allottee(s) within forty-five days of such cancellation.

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Rajendra Kumar
 PARTNER

- 7.6 **Compensation** – The Promoter shall compensate the Allottee in case of any loss, caused to him due to defective title of the land, on which the Project is being developed or has been developed, in the manner as provided under the Act and the claim for the interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force. Except for occurrence of a Force Majeure event, if the Promoter fails to complete or is unable to give possession of the said Apartment (i) in accordance with the terms of this Agreement, duly completed by the date specified in Para 7.1 above; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the provisions of the Act; or for any other reason; the Promoter shall be liable, on demand to the Allottee, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Apartment, with interest including compensation in the manner as provided under the Act within forty-five days of it becoming due:

Provided that where if the Allottee does not intent to withdraw from the Project the Promoter shall pay the Allottee interest for every month of delay, till the handing over of the possession of the Apartment, which shall be paid by the Promoter to the Allottee within 45 (forty-five) days of it becoming due.

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

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

- (i) The Promoter has absolute, clear and marketable title with respect to the said Land and the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;
- (ii) The Promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the Project;
- (iii) There are no encumbrances upon the said Land or the Project;
(In case there are any encumbrances provide details of such encumbrances including any rights, title, interest and name of party in or over such land)
- (iv) There are no litigations pending before any Court of law or Authority with respect to the said Land, Project or the Apartment;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Building and Apartment and common areas;
- (vi) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee(s) created herein, may prejudicially be affected;
- (vii) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Land, including the Project and the said Apartment which will, in any manner, affect the rights of Allottee(s) under this Agreement;
- (viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment to the Allottee(s) in the manner contemplated in this Agreement;
- (ix) At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the Apartment to the Allottee(s) and the common areas to the association of allottees or the competent authority, as the case may be;

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

9. EVENTS OF DEFAULTS AND CONSEQUENCES :

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

- (i) The Promoter fails to provide ready to move in possession of the [Apartment /Flat] to the Allottee(s) within the time period specified in Para 7.1 above in this Agreement or fails to complete the Project within the stipulated time disclosed at the time of registration of the Project with the Authority. For the purpose of this Para, 'ready to move in possession' shall mean that the Apartment shall be in a habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the parties, and for which occupation certificate and completion certificate, as the case may be, has been issued by the competent authority;
- (ii) Discontinuance of the Promoter's business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made there under.

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

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

The Allottee(s) shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee(s) under any head whatsoever towards the purchase of the Apartment, along with interest within forty-five days of receiving the termination notice:

Provided that where an Allottee(s) does not intend to withdraw from the Project or terminate the Agreement, he shall be paid, by the Promoter, interest at the rate prescribed in the Rules, for every month of delay till the handing over of the possession of the Apartment, which shall be paid by the Promoter to the Allottee within forty-five days of it becoming due.

9.3 The Allottee(s) shall be considered under a condition of default, on the occurrence of the following events:

In case the Allottee(s) fails to make payments for 3 (Three) consecutive demands made by the

Promoter as per the payment plan annexed hereto, despite having been issued notice in that regard, the Allottee(s) shall be liable to pay interest to the Promoter on the unpaid amount at the rate prescribed in the Rules.

In case of default by Allottee under the conditions listed above continues for a period beyond 3 (Three) consecutive months after notice from the Promoter in this regard, the Promoter may cancel the allotment of the Apartment in favour of the Allottee(s) and refund the money paid to him by the Allottee(s) by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated:

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

10. **CONVEYANCE OF THE SAID APARTMENT/ PLOT :**

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

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

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

11. **MAINTENANCE OF THE TOWER/ BUILDING/ APARTMENT/ PROJECT :**

The Promoter shall be responsible for providing and maintaining the essential services in the Project, till the taking over of the maintenance of the Project by the Association of allottees upon the issuance of the completion certificate of the Project or Partial Completion Certificate, as the case may be, of the Project and Portion of the Future Development of the Complex.

The cost of such maintenance, which has been included in the Total Price of the Apartment, is based on the Consumer Price Index (CPI) published by Central Statistics Office (CSO) (Ministry of Statistics and Programme Implementation) as on _____, 20____ assuming that the Association(s) shall be

formed and maintenance and management of the Common Areas & common facilities will be taken over by the allottees within a period of 2 (two years) from the date of the Completion Certificate or Partial Completion Certificate, as the case may be of the last Tower of the Project and Portion of the Future Development. In case the formation of the Association is delayed beyond the two year period, the Promoter shall provide and maintain the essential services in the Project till the Association is formed and the Project and Portion of the Future Development of the Complex is handed over to the Association and the Allottees shall pay to the Promoter, the charges for such maintenance as fixed by the Promoter, on the basis of then prevailing CPI as mentioned above or may hand it over to the Competent Authority.

COMMON AREAS AND FACILITIES:

- A. The Common Areas and Facilities of the Project and Portion of the Future Development shall be handed over to the Association upon formation of such association by the owners of the Project and Portion of the Future Development (the "ASSOCIATION").

- B. The Owners of the Project portion of the Future Development shall join the Association of the Project as members. The Owners of the Commercial Apartments/units, if any, of the Future Development may at their discretion form a separate Association for themselves or join the Association of the Project, as members.
- C. The Allottees are required to complete the formalities of becoming members of Association and also to comply with the Rules and Bye-laws of the Association.
- D. The Promoter shall at an appropriate time within a maximum period of 2 years from the Date of Completion Certificate or Partial Completion Certificate, as the case may be, of the all the Phases of Project and Portion of Future Development shall notify the scheme of formation of the Association to the allottees in accordance with the West Bengal Apartment Ownership Act so as to enable them to constitute/form such Association.
- E. The Allottee shall execute the necessary Declaration in Form-A, for submission of the Project and Portion of the Future Development to the provisions of the Apartment Ownership Act to enable the formation of the Association, either by himself, or through a Power of Attorney holder, when called upon by to do so by Promoter, after receiving the Completion Certificate or Partial Completion Certificate, as the case may be.
- F. **Interim Maintenance Period:** During the interim maintenance period (i.e. the period prior to formation of the Association of Allottees and handing over of maintenance of Common Areas and Facilities of the Project), the Promoter shall have two separate committees to run, operate, manage and maintain (i) the Club and (ii) the Common Areas & Facilities:
- (i) The Promoter shall endeavour that the committee responsible for running the Club shall consist of persons having suitable hospitality background. The duties of this committee will include the maintenance and operation of all the facilities identified as the Club facilities. This committee will be required to provide manpower for running the facilities, wherever required, and to collect monthly subscription, guest charges and the user charges for the utilities being provided on "pay by use" basis. This committee will also be responsible for engagement of residents in activities of the Club and organizing events and celebrations etc. from time to time.
- (ii) The Promoter shall endeavour that the committee responsible for managing and maintaining the Common Areas and Facilities of the Project and Portion of the Future Development shall consist of persons/ agency/body having idea /know how/suitable requisite experience for the general upkeep and maintenance of the Common Areas & Facilities of the Project and Portion of the Future Development. The maintenance and management of common areas and facilities will primarily include but not limited to maintenance of water works, STP, common Electrical installations,

DG Sets, Solar Panels, Landscaping, Driveways, Parking areas, Lobbies, and Lifts & staircases etc. It will also include safety and security of the Project and Portion of the Future Development such as fire detection and protection and management of general security control of the Project and Portion of the Future Development.

- G. The Rules/ Bye Laws to regulate the use and maintenance of the Common Areas and Facilities of the Project and Portion of the Future Development, including that of the Club shall during the Interim Maintenance Period, be framed by the Promoter with such restrictions as may be necessary for proper maintenance and such rules/bye-laws shall always be framed subject to the following restrictions:
- (i) **Air Conditioning:** The Apartments have been designed for Variable Refrigerant Flow (VRF) system of air conditioning; with suitable provision for keeping outdoor units of the AC system and also the route to take refrigerant piping, which the Allottee shall have to strictly follow while installing their AC units.

No puncturing of window/ wall to install A.C units will be permitted.

(ii) **Balconies/Terrace:**

- (a) The Apartment has _____ balconies. Drying of clothes etc. shall be permitted only in the utility balcony (Service Area) to maintain the aesthetics of the Tower/Building and to provide equal enjoyment to all the allottees. Drying of clothes or hanging etc. will not be permitted in any manner in which it would be visible from the open areas of the Project and Portion of the Future Development.
- (b) The balconies in the Apartments will always remain to be balcony and no glazing/grill/cover will be permitted in the balconies so as to enclose the space or to disturb the aesthetics of the Project and Portion of the Future Development. No interference to the elevation/ façade of the Project will be permitted. The design intent of the architects will be required to be maintained by the allottees.

H. **The CLUB and its maintenance:**

The Promoter proposes to set up a club for use of the allottees in the Project and Portion of the Future Development (hereinafter referred to as the "CLUB"). The Club will form part of the Common Areas and Facilities of the Project and Portion of the Future Development and will be handed over to the Association in due course.

During the interim maintenance period, the Club shall be managed by the Promoter either by itself

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or through its nominee.

All the Allottees of the residential apartments of the Project and Portion of the Future Development will be a member of the Club. Charges payable by the Allottee for becoming a member of the Club has been included in the Total Price.

The allottees may also request for Additional Membership * for occupant(s) in their Apartment(s), which may be permitted by the Promoter, subject to confirmation from the Allottees and on payment of the Additional Membership charge as given below:

Description	Amount (Rs.)	Payment Plan
Additional Membership Charge (One-time, Non-refundable)		On Allotment of Additional Membership

- *Additional Membership shall mean, the membership allotted to a family members including Father & Mother, other than spouse and dependent children of the allottees.*
- *The tenant/lessee/licensee of the allottees may use the Club facilities on written confirmation of the allottee as their tenant/lessee/licensee and on payment of monthly subscription only.*

The allottees and the Additional Member(s) of the Club may use the Club facilities subject to payment of the monthly subscription as given below:

Description	Amount (Rs.)	Payment Schedule
Monthly Subscription (Per Membership)		From the date of commencement of Club operations

- *This amount is at today's costs and subject to revision from time to time.*

One membership of the Club will entitle the individual, spouse and dependent children, Father & Mother to use Club facilities.

Allottees under the category of a Body Corporate or a Partnership firm or a HUF or any other Association of Persons will be required to nominate the occupier of their allotted Apartments as the member of the Club.

If the members bring guests to use the Club facilities, they will be required to pay guest charges and this will be governed by the rules and regulations of the Club.

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Some of the facilities at the Club shall be available to the members, subject to payment of the Monthly Subscription only, while other facilities will be available on "pay by use" basis over and above the Monthly Subscription.

Detailed terms and conditions of the Club membership, different charges and rules and regulations governing the usage of the Club will be formulated in due course and circulated to all the members and the same will be binding on all the members (including Additional Members).

The Allottee understands and accepts that all the facilities of the Club may not get ready/operational for use at the time the possession of the Apartment is handed over to the Allottee. However, if at that time some of the Club facilities are made operational, then, and in that event, the Allottee as a member of the Club, shall be entitled to use all those facilities which have been made operational and shall pay 50% of the Monthly Subscription till such time that all the Club facilities are made operational and available to the Allottee.

In case the Apartment is transferred by the Allottee, the membership of the Club will automatically stand transferred to the transferee of the Apartment and the transferor and any Additional Member(s), approved/confirmed user by the said transferor will automatically cease to be member/Additional Member(s)/user of the Club.

- I. After the Common Areas and Facilities of the Luxury Zone are handed over to the Association, the Association may adopt the Rules and the Bye laws framed by the Promoter, with or without amendments, as may be deemed necessary by the Association.
- J. **INSURANCE:** In accordance with Section 16 of the Act, the Promoter shall obtain all such insurances as may be notified by the Government of West Bengal, subject to availability, and shall pay the premium and charges in respect of such insurances till the Common Areas & Facilities of the Complex and Portion of the Future Development of the Complex are handed over to the Association or to the Competent Authority, as the case may be. The Allottee hereby agrees to contribute (proportionately on the basis of the carpet area of his Apartment) towards the premium and charges payable for a period of 2 years from the date of receipt of Completion Certificate/ Partial Completion Certificate, as the case may be, of the Project for such insurance and the cost of such contribution has been included in the Total Price.
- K. **TELECOM CONNECTIVITY:** The Promoter shall, provide connectivity of various telecom/ high speed broadband/ other similar telecom and IT facilities to the Complex and/or may enter into agreement /contract (on such terms and conditions and for such period as the Promoter shall decide) with various service providers of its choice for providing these services and/or for the purpose for putting up installations to provide such services in certain specified spaces (both open or covered or both) earmarked/ demarcated by the Promoter within the Complex and which would be declared to be common facilities by the Promoter. These contracts/ agreements, if any, entered into by the Promoter shall be continued for the period of validity of these contracts/agreements by the Association, who will take over the maintenance and management of Common Areas & Facilities of the Complex and thereafter, it may be renewed on terms and conditions as may be decided by the Association.
- L. **CAR WASH FACILITY:** Provision has been made for car wash facility in the

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Complex. The facility may be used by the Allottee on "pay by use" basis. The facility may be outsourced by the Promoter to some external agency/vendor as per mutually agreed terms. The agreement and/or terms and conditions for running the car wash facility shall be entered into between the Promoter and the agency/vendor.

M. **DOCUMENTATION CHARGES** The Allottee will be required to pay to the Promoter, the charges for documentation equivalent to % of the price of the Apartment and the price of exclusive right to use the Car Parking space(s). The Documentation Charges will be part of the Total Price as mentioned in the Annexure- " " hereto.

N. **MAINTENANCE & OTHER SECURITY DEPOSITS:**

(i) The Allottee, on or before possession, shall deposit an amount equivalent to 2 year's maintenance charges (the "**MAINTENANCE SECURITY DEPOSIT**") which amount will be a part of the Total Price of the Apartment as mentioned in Annexure- " " hereto. The Promoter reserves the right to utilize this deposit to adjust any recoverable dues from the Allottee. The deposit after adjustment/recovery of dues will be transferred/ handed over by the Promoter (without interest) to the Association at the time of handing over the maintenance and management of the Complex.

(ii) **ELECTRICITY SUPPLY/DG BACK-UP:**

In case WBSEDCL/any other electricity supply agency decides not to provide individual meters to the allottees and make provision for a High Tension supply or Bulk supply, the Promoter shall provide sub-meters to the allottees upon payment by them of the proportionate Security Deposit payable to WBSEDCL/ any other electricity supply agency for such connection. The exact amount payable will be intimated to the allottees at appropriate time before possession. This Security Deposit would be subject to revision and replenishment as may be so decided by WBSEDCL/ any other electricity supply agency from time to time and the allottees shall, at all times, be liable to proportionately pay such revision/replenishment to WBSEDCL/ any other electricity supply agency, as per the norms of WBSEDCL/ any other electricity supply agency. In such a case the Allottee may be required to enter into a separate agreement with the Promoter for supply of electricity through sub meters.

(iii) **DIESEL GENERATOR POWER BACKUP:**

Provision has been made for the installation of Diesel Generator ("DG") for power backup to run the basic facilities at the Complex.

In addition to that, DG back up facility is also being made available for every apartment. The allocated DG load and charges which will be payable by the Allottee on or before possession of their Apartment is included in the Total Price.

The Allottees will be required to pay DG usage charges on the basis of a suitable mechanism as shall be devised by the Promoter /the Association, as the case may be.

(iv) **MAINTENANCE CORPUS/SINKING FUND:**

The Total Price includes an amount of Rs. /- for creation of Maintenance Corpus/ Sinking Fund

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towards creation of a maintenance corpus / sinking fund for major repairs, renovation and/or reconstruction of the Common Areas and Facilities of the Project and portion of the Future Development and/or for similar other eventualities. The maintenance corpus/sinking fund shall be held, invested and applied by the Promoter as a trustee of the allottees of the Complex and portion of the Future Development without requiring the express consent or approval of the allottees. This maintenance corpus/sinking fund together with accruals thereon (net of Income Tax) will be handed over to the Association at the time of handing over maintenance and management of the common areas and facilities of the Complex and portion of the Future Development, subject to adjustment/recovery of any expenses incurred by the Promoter on account of major repairs, renovation and/or reconstruction of any of the Common Areas and Facilities.

O. DEFAULT IN PAYMENTS OF USAGE CHARGES OF COMMON FACILITIES DURING THE MAINTENANCE PERIOD:

Failure to pay Maintenance Charges, Electricity Charges, DG usage Charges, and Membership Subscription of the Club within due dates may result in withdrawal/ restrictions/ disconnections/discontinuation of the respective common services to the Allottee and will make the Allottee liable to pay interest at 2% per month on the outstanding dues for the period of the delay, calculated from the due date till the date of actual payment.

P. CAFÉTERIA:

The Promoter shall construct and set up a cafeteria on the Ground Floor (Podium) level (the "CAFÉ") of Project which Café will be owned, run, managed and maintained by the Promoter, either by itself or through an Operator at its sole and absolute discretion. This CAFÉ will be owned absolutely by the Promoter or its successors/ assigns and never be considered as a common area. The maintenance charges, proportionate to the Carpet Area of the Café will be paid by the Promoter to the Association, on its formation.

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 Allottee shall be entitled to receive appropriate compensation in the manner as provided under the Act.

Provided that the Promoter shall not be liable to compensate if the defect is attributable to any acts or omissions or commissions of the Allottee (or any person appointed by him or acting under him or under his instructions) or arising due to any normal wear and tear or due to reasons not solely attributable to the Promoter.

Notwithstanding anything herein contained it is hereby expressly agreed and understood that in case the Allottee, without first notifying the Promoter and without giving the Promoter the reasonable opportunity to inspect, assess and determine the nature of purported defect in the Apartment, alters the state and condition of the area of the purported defect, then the Promoter shall be relieved of its obligations contained in clause 12 hereinabove

13. RIGHT TO ENTER THE APARTMENT FOR REPAIRS:

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

and the Allottee(s) agrees to permit the Association of allottees and/or maintenance agency to enter into the [Apartment/ Plot] or any Part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

14. **USAGE:**

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

15. **COMPLIANCE WITH RESPECT TO THE APARTMENT/ PLOT :**

15.1 Subject to Para 12 above, the Allottee(s) shall, after taking possession, be solely responsible to maintain the said [Apartment] at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the said building [Apartment], or the staircases, lifts, common passages, corridors, circulation areas, atrium or compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the said Apartment, and keep the said Apartment/ Plot,, its walls and partitions, sewers, drains, pipes and appurtenances thereto or belonging thereto in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the building is not in any way damaged or jeopardized.

15.2 The Allottee further undertakes, assures and grantees that he/ she would not put any sign-board/ name-plate, neon light, publicity material or advertisement material etc. on the façade of the building or anywhere on the exterior of the Project, building therein or common areas. The Allottee also not change the color scheme of outer wall or painting of the exterior side of windows or carry out any change in the exterior elevation or design. Further the Allottee shall store any hazardous or combustible goods in the Apartment or place any heavy material in the common passages or staircase of the building. The Allottee shall also not remove any wall, including the outer and load wall of the Apartment.

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

16. **COMPLIANCE OF LAWS, NOTIFICATIONS**

ETC. BY PARTIES:

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

17. **ADDITIONAL CONSTRUCTIONS:**

The Promoter undertakes that it has no right to make additions or to put up additional structure anywhere in the Project after the building plan, layout plans sanction plan and specifications, amenities and facilities has been approved by the competent authorities and disclosed, except for as provided in the Act.

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

After the Owner & the Promoter execute this Agreement, they shall not mortgage or create a charge on the Apartment and, if any, such mortgage or charge is made or created then not withstanding anything contained in any other law for the time being in force, such mortgage or

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charge shall not affect the right and interest of the Allottee who has taken or agreed to take such Apartment.

19. **APARTMENT OWNERSHIP ACT:**

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

20. **BINDING EFFECT:**

Forwarding this Agreement to the Allottee(s) by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee(s) until, firstly, the Allottee(s) signs and delivers this Agreement with all the Schedules along with the payments due as stipulated in this payment plan within thirty days from the date of receipt by the Allottee(s) and secondly, appears for registration of the same before the concerned Sub-Registrar i.e. A.D.S.R. Siliguri-II at Bagdogra as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee(s) and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee(s) for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottee(s), application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee(s) in connection therewith including the booking amount shall be returned to the Allottee(s) without any interest or compensation whatsoever.

21. **ENTIRE AGREEMENT:**

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

22. **RIGHT TO AMEND :**

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

23. **ROVISIONS OF THIS AGREEMENT APPLICABLE 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 and by any subsequent Allottee/s, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.

24. **WAIVER NOT A LIMITATION TO ENFORCE:**

The Promoter may, at its sole option and discretion, without prejudice to its rights as said out in this Agreement wave the breach by the Allottee in not making payments as per the payment plan [Schedule C] including waving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Promoter in the case of one allottee shall not be construed to be a precedent and /or binding on the Promoter to exercise such discretion in the case of other allottees.

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

25. **SEVERABILITY:**

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PARTNER

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to the Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

26. **METHOD OF CALCULATION OF PROPORTIONATE**

SHARE WHEREVER REFERRED TO IN THE AGREEMENT:

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

27. **FURTHER ASSURANCES**

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

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 place, which may be mutually agreed between the Promoter and the Allottee, in 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 the office of the Sub-Registrar at A.D.S.R. Siliguri-II at Bagdogra. Hence this Agreement shall be deemed to have been executed at SILIGURI.

29. **NOTICES:**

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

(A) _____ [name of the Allottee],

_____ [address of Allottee]

_____ [email of Allottee]

(B) **SHANTI DEVELOPERS.**

1st Floor, Kapil Centre, 2nd Mile, Sevoke Road, Siliguri- 734001, E-mail: _____

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

30. **JOINT ALLOTTEE:**

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Rajan Agrewal

PARTNER

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

31. **SAVINGS:**

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

32. **GOVERNING LAW:**

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

33. **DISPUTE RESOLUTION:**

All or any dispute arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussions, failing which the same shall be settled under Arbitration and Conciliation Act 1996.

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

[The additional terms and conditions hereinafter agreed are not in derogation of or inconsistent with the terms and conditions set out above or the Act and Rules and Regulations made thereunder.]

34A.

TAXES:

- (i) All prices, rates, fees and charges etc. mentioned in this Agreement are exclusive of any applicable taxes, cess, duties, levies etc. (both present and future) imposed by any appropriate authority (ies) which shall be payable separately by the Allottee.
- (ii) Under the Income-tax Act and/or the rules framed thereunder, in case the consideration/price/premium of any Apartment is more than Rs.50 lakhs, then, and in such event, the Allottee of such Apartment shall be required to deduct tax from the payment to be made to the Promoter at the applicable rates as prescribed in the Act and/or the rules and shall also be required to deposit the tax so deducted with such authority and in such manner as may be so prescribed and the Allottee will also be under obligation to give the Promoter the certificate for the amount of tax so deducted and deposited by the Allottee in such form and in such manner and containing such particulars as may be prescribed under the Income-tax Act and/or the rules framed thereunder.

34B.

ASSIGNMENT OF AGREEMENT TO SALE:

The allottee may assign this agreement any time before the registration of the Deed of Conveyance, subject to the following conditions;

SHANTI DEVELOPERS

Rajna Agard

PARTNER

- i) The profile of the assignee is accepted by the Promoter;
- ii) A assignment fee equivalent to % (percent) of the Total Price together with applicable taxes if any payable, has been paid to the Promoter;
- iii) All amounts agreed to be payable by the allottee(s) intending to assign the agreement to sale has already been paid to the Promoter.

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

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Allottee: (including joint buyers)

1. Signature _____

Name _____

Address _____

*Please affix
photographs
and sign
across the
photograph*

2. Signature _____

Name _____

Address _____

*Please affix
photographs
and sign
across the
photograph*

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Promoter:

Signature _____

Name _____

Address _____

*Please affix
photographs
and sign
across the
photograph*

At _____ on _____ in the presence of:

WITNESSES:

1. Signature _____

SHANTI DEVELOPERS

Ranjana Aggarwal

PARTNER

Name _____

Address _____

2. Signature _____

Name _____

Address _____

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

SCHEDULE-'B' - FLOOR PLAN OF THE APARTMENT

SCHEDULE-'C' - PAYMENT PLAN

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

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

SCHEDULE 'A'

ALL THAT Flat No. having Carpet Area of Sq.Ft. onfloor, in Tower _____, named _____ along with Covered Car Parking No., measuring _____ sq.ft in the _____ (location) as permissible under the applicable law, together with pro rata undivided, indivisible and variable share in the common areas of the Project butted and bounded as follows:

East:

West:

North: South:

SCHEDULE 'B'

[FLOOR PLAN OF THE APARTMENT]

ALL THAT Apartment No..... is shown in border along with an exclusive open terrace shown in border on Plan-"B" annexed hereto.

SCHEDULE-'C'

[PAYMENT PLAN]

Sl	PARTICULARS	TIME PERIOD	Installment Breakup
1	Booking Amount		2,00,000.00 (2BHK) 3,00,000.00 (3BHK)
2	1 st Installment	Within 30 days	15% of Flat Price Less Booking Amount

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Rajana Aggarwal

PARTNER

3	2nd Installment	Completion of Ground Floor Casting	10% of flat price + 25% of Parking Cost
4	3rd Installment	1 st Floor Roof Casting	5% of Flat Price + 25% of Parking Cost
5	4th Installment	2 nd Floor Roof Casting	5% of Flat Price + 25% of Parking Cost
6	5 th Installment	3 rd Floor Roof Casting	5% of Flat Price + 25% of Parking Cost
7	6 th Installment	4 th Floor Roof Casting	5% of Flat Price + 25% of Infrastructure Cost
8	7 th Installment	5 th Floor Roof Casting	5% of Flat Price + 25% of Infrastructure Cost
9	8 th Installment	6 th Floor Roof Casting	5% of Flat Price + 50% of Club Facility Charge
10	9 th Installment	7 th Floor Roof Casting	5% of Flat Price + 25% of Club Facility Charge
11	10 th Installment	Brick Work Completion	5% of Flat Price + 25% of Club Facility Charge
12	11 th Installment	8 th Floor Roof Casting	5% of Flat Price + 25% of Club Facility Charge
13	12 th Installment	9 th Floor Roof Casting	5% of Flat Price + 25% of Club Facility Charge
14	13 th Installment	10 th Floor Roof Casting	5% of Flat Price + 25% of Club Facility Charge
15	14 th Installment	Flooring Completion	5% of Sale Price
16	15 th Installment	11 th Floor Roof Casting	5% of Sale Price
17	16 th Installment	On Possession	5% of Sale Price + Additional Charges.

SCHEDULE 'D'

(SPECIFICATIONS, AMENITIES, FACILITIES WHICH ARE PART OF THE APARTMENT)

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

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4	Bedrooms	Flooring & Skirting :Superior Quality Vitrified Tiles; Walls : Wall Putty / P.O.P; Ceiling : Wall Putty / P.O.P;
5	Toilets	Flooring & Skirting :Superior Quality Anti Skid Ceramic Tiles; Walls : Superior Quality Ceramic Tiles till 1800 mm and remaining part Wall Putty / P.O.P; Ceiling : Wall Putty / P.O.P;
6	Kitchen	Flooring & Skirting :Superior Quality Anti Skid Ceramic Tiles; Walls : 2 feet high Tiles above counter and remaining part Wall Putty / P.O.P;
7	Balcony & Accessible Terrace	Flooring & Skirting : Ceramic Tiles;
8	Corridors & Lift Lobbies	Flooring & Skirting :Marble & Kota Stone as per design; Walls : Wall Putty, OBD Paint, Marble in Lift Door Walls,
9	Doors & Window	Doors: Sal Frame & Flush Doors; Windows: Anodized Aluminum with Sliding/Casement,
10	External Finishes	Weatherproof external paint
11	Electrical	Concealed wiring and modular switches
12	Provision for Air Conditioning suitable electrical wiring and service/AC ledge	

SCHEDULE 'E'

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

Sl. No.	PARTICULARS
1	Fire Protection and Detection System in common areas
2	Security system comprising of CCTV.
3	Building management system
4	24/7 DG facility
5	Separate core of service elevator
6	Residential activity centre with facilities like banquet, swimming pool with separate area for children, yoga area, Gym, café and indoor games;

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Rajendra Kumar
 PARTNER

7	Landscaped podium with jogging track
8	Street lighting
9	Water Treatment Plant
10	Sewerage Treatment Plant
11	Composter for bio-degradable solid waste
12	LED lights in common area
13	Internal road
14	Internal Sewer water line

[The 'Schedules' to this Agreement for Sale shall be as agreed to between the Parties]
 *or such other certificate by whatever name called issued by tire competent authority.

SHANTI DEVELOPERS

Ranjana Agrawal

PARTNER