

AGREEMENT FOR SALE

This **Agreement for Sale** (“**Agreement**”) is executed on this _____ Day of
_____, 2025 at Siliguri.

BY AND BETWEEN

1. SRI ASHISH AGARWAL, son of Late Kishan Kumar Agarwal, having I.Tax PAN:- **APIPA7390A** and;

2. SRI BIKASH AGARWAL, son of **Late** Kishan Kumar Agarwal, having I.Tax PAN:- **AJHPA9126F** and;

3. SRI AKASH AGARWAL, son of Late Kishan Kumar Agarwal, having I.Tax PAN:- **AJHPA9125G** and;

4. SMT. NEHA AGARWAL, wife of Sri Akash Agarwal, having I.Tax PAN:- **BMFPA5359A**, all Hindu by Religion, Indian by Nationality, Business by Occupation, Resident of Oodlabari Bazar, P.O. Manabari, P.S. Mal, Pin Code – 735222, District Jalpaiguri, in the State of West Bengal, hereinafter called the "**VENDOR**" (which expression shall unless excluded by or repugnant to the context be deemed to include its Partners, executors, successors-in-office, representatives, administrators and assignees) of the "**VENDOR/FIRST PART**".

AND

NAKSHVAANI BUILDERS LLP, a Limited Liability Partnership, having its Office at SHOP NO. F 18 , P B R TOWERS PVT LTD, FIRST FLOOR N/R DON BOSCO MORE, 2ND MILE SVK RD, JALPAIGURI, SILIGURI, WEST BENGAL, INDIA, 734001, represented by its Partner – **SRI ASHISH AGARWAL**, son of Late Kishan Kumar Agarwal,, Indian by Nationality, Hindu by faith, Business by occupation, residing at Oodlabari Bazar, P.O. Manabari, P.S. Mal, Pin Code – 735222, District Jalpaiguri, in the State of West Bengal, hereinafter called the "**DEVELOPER**" (which expression shall unless excluded by or repugnant to the context be deemed to include its Partners, executors, successors-in-office, representatives, administrators and assignees) of the "**DEVELOPER/SECOND PART**".

AND

[If the Purchaser is a company]

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

[OR]

[If the Purchaser is a Partnership]

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

[OR]

[If the Purchaser is an Individual]

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

[OR]

[If the Purchaser is a HUF]

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

A.

WHEREAS the above-named **VENDORS - (1) SRI ASHISH AGARWAL, & (2) SRI BIKASH AGARWAL** had jointly purchased for valuable consideration all that LAND IN TOTAL MEASURING **5 KATHA**, situated within **MOUZA DABGRAM**, appertaining and forming part of **R.S. Plot No. 171** corresponding to **L.R. Plot No. 64**, Recorded in **R.S. Khatian No. 82** corresponding to **L.R. Khatian No. 18, under R.S. Sheet No. 08, L.R. Sheet No. 33, J.L. No. 02**, within Ward No. 41 of Siliguri Municipal Corporation, District Jalpaiguri, from Sri Shyamal Kumar Dutta Alias Shyamal Dutta son of Sri Ganendra Mohan Dutta alias Gyanendra Mohan Dutta, having I.Tax PAN :- **ACLPD1979J**, vide registered Deed of Conveyance (Sale):-

- Dated 20.01.2022, Registered in Book-I, Volume No. 0711-2022, Page from 29227 to 29252, being No. 071100760 for the year 2022, registered in the Office of the Additonal District Sub Registrar Bhaktinagar and;

WHEREAS the above-named **VENDORS - (3) SRI AKASH AGARWAL, & (4) SMT NEHA AGARWAL** had jointly purchased for valuable consideration all that LAND IN TOTAL MEASURING **3 KATHA 5.5 CHATTAK**, situated within **MOUZA DABGRAM**, appertaining and forming part of **R.S. Plot No. 166/806** corresponding to **L.R. Plot No. 63**, Recorded in **R.S. Khatian No. 82** corresponding to **L.R. Khatian No. 52, under R.S. Sheet No.**

08, L.R. Sheet No. 33, J.L. No. 02, within Ward No. 41 of Siliguri Municipal Corporation, District Jalpaiguri, from Smt Sunanda Dutta wife of Sri Shyamal Kumar Dutta Alias Shyamal Dutta, having I.Tax PAN :- **ACLPD1825H**, vide registered Deed of Conveyance (Sale):-

- Dated 20.01.2022, Registered in Book-I, Volume No. 0711-2020, Page from 29253-29278, being No. 071100759 for the year 2022, registered in the Office of the Additonal District Sub Registrar Bhaktinagar.

AND WHEREAS in the manner aforesaid the above-named **VENDORS** herein of these presents, became the absolute and exclusive owners of all that piece and parcel **IN TOTAL MEASURING 8 Katha 5.5 Chattaks**, having permanent heritable and transferable right, title and interest therein, more fully and particularly described in the **SCHEDULE "A"** hereunder written.

AND WHEREAS the vendors herein have mutually entered into an existing Limited Liability Partnership in the name of "**NAKSHVAANI BUILDERS LLP**" (being the **DEVELOPER** herein) comprising themselves as the designated Partners of the said LLP. The Vendors have contributed their respective land described in the Schedule-"A" below into the said Firm. The construction/development work is carried out by the said Firm. It has been expressly agreed by all the Vendors/Partners that the said LLP shall collect the entire consideration against the sale/lease/transfer/etc. of the units and issue valid receipts thereof and discharge the intending purchasers/transferees from the payment thereof and to admit such receipts thereof.

- B. WHEREAS** the VENDOR – **ASHISH AGARWAL, BIKASH AGARWAL, AKASH AGARWAL & NEHA AGARWAL** is the absolute owner-in possession of all that piece or parcel of Land Measuring **8 Kathas 5.5 Chattaks**.
- C.** The Said Land is earmarked for the purpose of a construction of Residential Project, comprising of multistoried buildings in Blocks and the said project is known as '**GREEN FIELD**';
- D.** The Vendor/Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Vendor/Promoter regarding the said land on which Project is to be constructed have been completed;
- E.** The office of the **SILIGURI MUNICIPAL CORPORATION** has granted the commencement certificate to develop the Project vide **building Plan Sanction No. SWS-OBPAS/0104/2025/0551 Dated 12.06.2025**.

- F. The Vendor/Promoter has obtained the final layout plan, sanctioned plan, specifications and approvals for the Project and also for the building complex from **SILIGURI MUNICIPAL CORPORATION**. The Vendor/Promoter agrees and undertakes that it shall not make any changes to these layout plans except in strict compliance with section 14 of the Act and other laws as applicable
- G. The Vendor/Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at _____ No. _____
- H. The Allottee/s had applied for an Apartment in the Project vide Application No. _____ dated _____ and has been allotted **Apartment No. _____** having **Carpet Area of _____ Square Feet** at _____ **Floor** in “**GREEN FIELD**” of as permissible under the applicable law together with Right to Park one car in the Ground Floor, as permissible under the applicable law and of pro rata share in the common areas ("Common Areas") as defined under clause (n) of Section 2 of the Act (hereinafter referred to as the "Apartment" more particularly described in Part II of Schedule A and the floor plan of the apartment is annexed hereto and marked as Schedule B);
- I. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;
- J. 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;
- K. 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;
- L. 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/s hereby agrees to purchase the Apartment as specified in paragraph above.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL REPRESENTATIONS, COVENANTS, ASSURANCES, PROMISES AND AGREEMENTS CONTAINED HEREIN AND OTHER GOOD AND VALUABLE CONSIDERATION, THE PARTIES AGREE AS FOLLOWS:

1. TERMS:

Subject to the terms and conditions as detailed in this Agreement, the Vendor agrees to sell to the Purchaser/s and the Purchaser/s hereby agrees to purchase, the Apartment as specified in Schedule "B" Below.

The Total Price for the Apartment based on the carpet area is Rs. _____ (Rupees _____ only ("**Total Price**") (Give break up and description):-

Building GREEN FIELD	Rate of Apartment per Square Feet
Apartment/Flat/Unit No. _____	
Type _____	
Floor _____	
GST @ %	
TOTAL PRICE	

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

Explanation:

- i. The Total Consideration above includes the booking amount paid by the Purchaser to the Vendor towards the Apartment.
- ii. The Total Price above includes Taxes. But the applicable taxes shall be payable by the Purchaser to the Vendor as and when demanded.
- iii. The Vendor shall periodically intimate to the Purchaser, the amount payable as stated in (i) above and the Purchaser shall make payment within 30 (thirty) days from the date of such written intimation. In addition, the Vendor shall provide to the Purchaser the details of the applicable taxes demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective.

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

to the Purchaser, which shall only be applicable on subsequent payments.

Provided that if there is any new impositions or increase of any development charges after the expiry of the scheduled date of completion of the project as per registrations 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 Purchaser/s.

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

The Vendor may allow, in its sole discretion, a rebate for early payments of installments payable by the Purchaser by discounting such early payments. The provision for allowing rebate shall and such rate of rebate shall not be subject to any revision/ withdrawal by the Vendor, if the Purchaser fail(s) to make payments of timely installments for 02 (two) consecutive times.

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

The Vendor shall confirm to the final carpet areas that have been allotted to the Purchaser after in construction of the building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the charges, if any in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Vendor. If there is reduction in the carpet area than the Vendor shall refund the excess money paid by Purchaser within 45 (forty-five) days with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by the Purchaser. If there is any increase in the carpet area, the Vendor shall demand that from the Purchaser as per the next milestone of the Payment Plan as provided in Schedule C. All these monetary adjustments shall be made at the same rate per square feet as agreed in Para 1.2 of this agreement.

Subject to Clause 9.3 the Vendor agrees and acknowledges, the Purchaser shall have the right to the Premises as mentioned in Schedule "B" below:

- i. The Purchaser shall have exclusive ownership of the Apartment.
- ii. The Purchaser shall also have undivided proportionate share in the Common Areas. Since the share / interest of Purchaser in the Common Areas is undivided and cannot be divided or separated, the Purchaser shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. Further, the right of the Purchaser to use the Common Areas shall always be subject to the timely payment of maintenance charges and other necessary charges as applicable. It is clarified that the Vendor

shall convey undivided proportionate title in the common areas to the association of purchasers as provided in the Act.

- iii. That the computation of the price of the Apartment includes recovery of price of land, construction of [not only the flat 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 Vendor and the Purchaser agrees that the Apartment shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the said Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Purchaser. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the purchasers of the Project.

It is understood by the Purchaser that all other areas, i.e., areas and facilities falling outside the Project namely "**GREEN FIELD**" shall not form a part of the declaration to be filed with the competent authority in accordance with the West Bengal Apartment Ownership Act, 1972.

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

The Purchaser has paid a sum of **Rs. _____/- (Rupees _____ Only)**, which is exclusive of applicable taxes, by way of NEFT / RTGS / IMPS / account payee Cheque vide Cheque No.-_____ dated _____ of _____ Bank in favour of the Vendor, as booking amount being part payment towards the Total Consideration Amount at the time of application the receipt of which the Vendor hereby acknowledges and the Purchaser hereby agrees to pay the pending amount of Total Consideration as prescribed in the Payment Plan (more fully described in **Schedule C** given hereinbelow) as may be demanded by the Vendor within the time and in the manner specified therein.

Provided that if the Purchaser delays in payment towards any amount for which is payable,

he/she/they shall be liable to pay interest at the rate specified in the Rules.

2. MODE OF PAYMENT

Subject to the terms of the Agreement and the Vendor and Vendors abiding by the construction milestones, the Purchaser shall make all payments, on demand by the Vendor, within the stipulated time as mentioned in the Payment Plan through A/c Payee cheque/demand draft or online payment (as applicable) in favour of 'NAKSHVAANI BUILDERS LLP' payable at Siliguri.

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES

The Purchaser, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules and Regulations made there under or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Vendor and Vendor with such permissions, approvals which would enable the Vendor and Vendor to fulfill their obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Purchaser understands and agrees that in the event of any failure on his/her/their/its part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

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

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS

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

5. TIME IS ESSENCE

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

6. CONSTRUCTION OF THE PROJECT/ FLAT

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

7. POSSESSION OF THE FLAT

7.1 Schedule for possession of the said Flat: The Vendor agrees and understands that timely delivery of possession of the Apartment is the essence of the Agreement. The Vendor, based on the approved plans and specifications, assures to hand over possession of the Apartment on ____/____/20__ unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project ("Force Majeure"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Purchaser agrees that the Vendor shall be entitled to the extension of time for delivery of possession of the Apartment, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Purchaser agrees and confirms that, in the event it becomes impossible for the Vendor to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Vendor shall refund to the Purchaser the entire amount received by the Vendor from the allotment within 45 days from that date. After refund of the money paid by the Purchaser, Purchaser agrees that he/ she/they/it shall not have any rights, claims etc. against the Vendor/Vendor and that the Vendor/ Vendor shall be released and discharged from all its obligations and liabilities under this Agreement.

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

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

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

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

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

7.6 Compensation – The Vendor and the Vendor shall compensate the Purchaser in case of any loss caused to him/her/them/it due to defective title of the land, on which the project is being developed or has been developed, in the manner as provided under the Act and the claim for compensation under this section shall not be barred by limitation provided under any law for the time being in force.

Except for occurrence of a Force Majeure event, if the Vendor fails to complete or is unable to give possession of the Apartment (i) in accordance with the terms of this Agreement, duly completed by the date specified herein; or (ii) due to discontinuance of his/her/their/its business as a Vendor on account of suspension or revocation of the registration under the Act; or for any other reason; the Vendor shall be liable, on demand to the Purchaser, in case the Purchaser wishes to withdraw from the Project, without prejudice to any other remedy

available, to return the total amount received by him/her/them/it in respect of the Apartment, with interest at the rate specified in the Rules within 45 days including compensation in the manner as provided under the Act. Provided that where if the Purchaser does not intend to withdraw from the Project, the Vendor shall pay the Purchaser an interest at the rate specified in the Rules for every month of delay, till the handing over of the possession of the Apartment.

8. REPRESENTATIONS AND WARRANTIES OF THE VENDOR AND THE VENDOR

The Vendor and Vendor represent and warrant to the Purchaser as follows:

- i. The Vendor has absolute, clear and marketable title with respect to the said Land; the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project.
- ii. The Vendor has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project.
- iii. There are no encumbrances upon the said Land or the Project.
- iv. There are no litigations pending before any Court of law with respect to the said Land, Project or the Flat.
- v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and flat are valid and subsisting and have been obtained by following due process of law. Further, the Vendor and the Vendor have been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Building and flat and common areas.
- vi. The Vendor has the right to enter into this Agreement and have not committed or omitted to perform any act or thing, whereby the right, title and interest of the Purchaser created herein, may prejudicially be affected.
- vii. The Vendor has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Land, including the Project and the said flat which will, in any manner, affect the rights of Purchaser under this Agreement.
- viii. The Vendor confirms that they are not restricted in any manner whatsoever from selling the said flat to the Purchaser in the manner contemplated in this Agreement.
- ix. At the time of execution of the conveyance deed, the Vendor shall handover lawful, vacant, peaceful, physical possession of the said flat to the Purchaser and the common areas to the Association of the purchasers.
- x. The Schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Schedule Property.
- xi. The Vendor has duly paid and shall continue to pay and discharge all governmental dues, rates,

charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said Project to the competent authorities.

- xii. No notice from the government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Vendor in respect of the said Land and/or the Project.
- xiii. That the property is not Waqf property.

9. EVENTS OF DEFAULTS AND CONSEQUENCES

Subject to the Force Majeure clause, the Vendor shall be considered under a condition of Default, in the following events:

- i. Vendor fails to provide ready to move in possession of the flat and Parking Space to the Purchaser within the time period specified. For the purpose of this clause, 'ready to move in possession' shall mean that the flat and Parking Space shall be in a habitable condition which is complete in all respects.
- ii. Discontinuance of the Vendor's business as a Vendor on account of suspension or revocation of his/her/their/its registration under the provisions of the Act or the rules or regulations made there under.

In case of Default by Vendor under the conditions listed above, Purchaser is entitled to the following:

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

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

- iii. The Purchaser shall be considered under a condition of Default, on the occurrence of the following events:
 - a. In case the Purchaser fails to make payments for 02 (two) consecutive demands made by

the Vendor as per the Payment Plan annexed hereto, despite having been issued notice in that regard the Purchaser shall be liable to pay interest to the Vendor on the unpaid amount at the rate specified in the Rules.

- b. In case of Default by Purchaser under the condition listed above continues for a period beyond 03 (three) consecutive months after notice from the Vendor in this regard, the Vendor shall cancel the allotment of the flat in favour of the Purchaser and refund the amount money paid to him/her/them/it by the Purchaser by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated.

10. CONVEYANCE OF THE SAID FLAT

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

11. MAINTENANCE OF THE SAID BUILDING / FLAT /PROJECT/ COMMON AREA/ COMMON FACILITIES

The Vendor or its authorized agent acting for and/or on its behalf, shall be responsible to provide essential maintenance services in the Project till the time an “**ASSOCIATION**” of purchasers/ flat owners is formed in respect to the Project and maintenance of the said Project is taken over by such Association. For the said purpose, an advance maintenance fund shall be payable by the Purchaser to the Vendor.

COMMON AREAS AND FACILITIES:

A. Maintenance of the common areas and facilities of the Project shall be handed over to the Association upon its formation and the balance advance maintenance fund (if any) shall be transferred to the Association within 30 (thirty) days from the date of such handover.

B. The purchasers/ flat owners are required to forthwith complete the formalities of becoming members of the Association either on the date of peaceful handover of physical possession of the flat to the purchaser/ flat owner, or date of registration of the said flat

(whichever is earlier) and also to comply with the rules and bye-laws of the Association always.

C. The Vendor shall at an appropriate time within a maximum period of 02 (two) years from the date of completion certificate of the all the phases of the Project, shall notify the scheme of formation of the Association to the purchasers/ flat owners in accordance with relevant statute, so as to enable them to constitute/form such Association as a statutory requirement.

D. Interim Maintenance Period: During the interim maintenance period (i.e. the period prior to formation of the Association and handing over of maintenance of common areas and facilities of the Project, the Vendor or its authorized agent acting for and on its behalf, shall provide maintenance services in the Project and expenses for the same shall be adjusted from the advance maintenance fund taken from each purchaser/ flat owner at the time of purchase of the flat in the Project. Adjustment from the advance maintenance fund shall commence from the date of peaceful handover of physical possession of the flat and Parking Space to the purchaser/ flat owner, or from the date of registration of the said flat (whichever is earlier).

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

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

G. Air Conditioning: The Flats have been designed with suitable provision for keeping outdoor units of the air-conditioner system and also the route to take refrigerant piping, which the purchasers/ flat owners shall have to strictly follow while installing their air-conditioner units. No puncturing of window/ wall to install the air-conditioner units shall be permitted outside the allotted space.

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

I. Maintenance Fund: Each purchaser/ flat owner shall make a payment of the advance maintenance fund (i.e., an amount equivalent to 24 (twenty-four) months' maintenance

charges) at the time of purchasing a flat in the Project (which is included in the total amount payable by each purchaser/ flat owner under this agreement. The Vendor reserves the right to utilize the said advance maintenance fund in order to provide essential maintenance services in the Project till the time Association is formed. At the time of handover of the maintenance services to such Association by the Vendor, the balance advance maintenance fund (if any) shall be transferred to the Association within 30 (thirty) days from the date of such handover.

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

12. DEFECT LIABILITY

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Vendor and the Vendor as per the agreement for sale relating to such development is brought to the notice of the Vendor and the Vendor within a period of 5 (five) years by the Purchaser from the date of handing over possession, it shall be the duty of the Vendor and Vendor to rectify such defects without further charge, within 30 (thirty) days, and in the event of their failure to rectify such defects within such time, the aggrieved purchaser shall be entitled to receive appropriate compensation in the manner as provided under the Act.

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

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

14. RIGHT TO ENTER THE FLAT FOR REPAIRS

The Vendor/ maintenance agency /association of purchasers shall have the right to unrestricted access of all Common Areas, open/covered parking space for providing necessary maintenance services and the Purchaser agrees to permit the Vendor/ association of purchasers and/or maintenance agency to enter into the flat premises and/or Complex 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 open space on Ground Floor and Service Areas: The open space on Ground Floor and service areas, if any, as located within the **GREEN FIELD**, shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, fire fighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Purchaser shall not be permitted to use the services areas and the open space on Ground Floor in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the association of purchasers formed by the purchasers for rendering maintenance services.

16. GENERAL COMPLIANCE WITH RESPECT TO THE FLAT

Subject to Clause 12 above, the Purchaser shall, after taking possession, be solely responsible to maintain the Apartment at his/her/their/its 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 Flat and Parking Space and keep the Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized. The Purchaser further undertakes, assures and guarantees that he/she would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face / facade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The purchasers shall also not change the color scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Purchaser shall not store any hazardous or combustible goods in the Apartment or place any heavy material in the common passages or staircase of the Building. The Purchaser shall also not remove any wall, including the outer and load bearing wall of the Apartment. The Purchaser shall plan and distribute its electrical load in conformity with the electrical systems installed by the Vendor and thereafter the association of purchasers and/or maintenance agency appointed by association of Purchasers. The Purchaser shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

17. COMPLIANCE OF LAWS, NOTIFICATIONS, ETC. BY PURCHASER

The Purchaser is entering into this Agreement for the allotment of a flat with the full knowledge of all laws, rules, regulations, notifications applicable to the Project in general and this project in particular. That the Purchaser hereby undertakes that he/she/it/they 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/their/its own

cost

18. ADDITIONAL CONSTRUCTIONS

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

19. VENDOR SHALL NOT MORTGAGE OR CREATE A CHARGE

After the Vendor executes this agreement, it shall not mortgage or create a charge on the flat which is a subject matter of this agreement, and if any such mortgage or charge is made or created, then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Purchaser who has taken or agreed to take such Apartment.

20. APARTMENT OWNERSHIP ACT

The Vendor has assured the Purchaser that the project in its entirety is in accordance with the provisions of the **West Bengal Apartment Ownership Act, 1972**. The Vendor showing compliance of various laws/regulations as applicable in the State of West Bengal.

21. BINDING EFFECT

Forwarding this Agreement to the Purchaser by the Vendor does not create a binding obligation on the part of the Vendor or the Purchaser until, firstly, the Purchaser signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Purchaser and secondly, appears for registration of the same before the concerned Sub- Registrar as and when intimated by the Vendor. If the Purchaser(s) fails to get it executed and registered and deliver to the Vendor this Agreement within 30 (thirty) days from the date of its receipt by the Purchaser and/or appear before the Sub-Registrar for its registration as and when intimated by the Vendor, then the Vendor shall serve a notice to the Purchaser for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Purchaser, application of the Purchaser shall be treated as cancelled and all sums deposited by the Purchaser in connection therewith including the booking amount shall be returned to the Purchaser without any interest or compensation whatsoever.

22. ENTIRE AGREEMENT

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

23. RIGHT TO AMEND

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

24. PROVISIONS OF THIS AGREEMENT APPLICABLE ON PURCHASER / SUBSEQUENT PURCHASERS

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

25. WAIVER NOT A LIMITATION TO ENFORCE

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

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

26. SEVERABILITY

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

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

Wherever in this Agreement it is stipulated that the Purchaser has to make any payment, in common with other purchasers in project, the same shall be the proportion which the carpet area of the flat bears to the total carpet area of all the flats in the Project.

28. FURTHER ASSURANCES

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

29. PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by the Vendor and Vendor through its authorized signatories at the Vendor's Office, or at some other place, which may be mutually agreed between the Vendor and the Purchaser, in A.D.S.R. Bhaktinagar, at Siliguri / D.S.R., Jalpaiguri/ Registrar of Assurances, at Kolkata after the Agreement is duly executed by the Purchaser and the Vendor or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed in **Siliguri**.

30. NOTICES

That all notices to be served on the Purchaser, Vendor and Developer as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser or the Vendor or the Developer by registered post and/or by registered email address at its respective addresses specified below:

Vendor Name: ASHISH AGARWAL, BIKASH AGARWAL, AKASH AGARWAL & NEHA AGARWAL

Address: Oodlabari Bazar, P.O. Manabari, P.S. Mal, Pin Code – 735222, District Jalpaiguri, in the State of West Bengal.

Deveoloper Name: NAKSHVAANI BUILDERS LLP

Address: Shop No. F 18 , P B R Towers Pvt Ltd, First Floor N/R Don Bosco More, 2nd Mile Svk Rd, Jalpaiguri, Siliguri, West Bengal, India, 734001

Purchaser Name:

Address:

Email:

It shall be the duty of the Purchaser and Developer to inform each other of any change in its addresses and/or email subsequent to the execution of this Agreement in the above address by registered post and/or registered email addresses, failing which all communications and letters posted at the above address shall be deemed to have been received by the Vendors or the Developer or the Purchaser, as the case may be.

31. JOINT PURCHASERS

That in case there are joint purchasers all communications shall be sent by the Vendor/Vendor to the Purchaser whose name appears first and at the address given by him/her/them/it which shall for all intents and purposes to consider as properly served on all the Purchasers.

32. GOVERNING LAW

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

33. DISPUTE RESOLUTION

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

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

SIGNED AND DELIVERED BY THE WITHIN NAMED

PURCHASER: (including joint buyers)

At_____on_____in the presence of:

Please affix
photograph
and sign
across the
photograph

SIGNED AND DELIVERED BY THE WITHIN NAMED

VENDORS:

(Authorized Signatory)

Please affix
photograph
and sign
across the
photograph

SIGNED AND DELIVERED BY THE WITHIN NAMED

VENDOR:

Please affix
photograph
and sign
across the
photograph

(Authorized Signatory)

WITNESSES:

1) Signature: _____

2) Signature: _____

Name: _____

Name: _____

Address: _____

Address: _____

SCHEDULE 'A'

ALL THAT the plots of land measuring about **8 Kathas 5.5 Chattaks**, appertaining to **R.S. Plot No. 171 & 166/806** Corresponding to **L.R. Plot No. 63 & 64** of Mouza **DABGRAM** of **Sheet no. 08(R.S), 33(LR)** recorded in the **R.S. Khatian No. 82(R.S.) 572,573,574,575(L R)** under the **BHAKTINAGAR** Police Station in the District of **JALPAIGURI** together with all easement rights and all other rights, appurtenances and inheritances for access and user thereof and butted and bounded as follows:

ON THE NORTH : 3.050 M Wide Road

ON THE SOUTH : 9.145 Wide S.M.C. Road

ON THE EAST : Land & Building of Sri Om Narayan Pradhan, Sri Dipesh Kr. Gupta & Smt. Puja Devi

ON THE WEST : Land & House of Sri Manu Das & Sri Ranjay Dey

SCHEDULE 'B'

SAID COMMERCIAL/FLAT AND APPURTENANCES

A Commercial/residential flat premises having tiles flooring, admeasuring ____ **Sq. Ft.** of **Carpet Area**, ____ **Sq. Ft.** of **Built up Area** and ____ **Sq. Ft.** of **Super Built-up Area**, in Wing ___, Floor ___, Flat No. ____ (Type: __ BHK/ __ Toilet) and right to use ____ (_____) Medium size four-wheeler open/covered parking space, being **Parking No. ____** situated in _____ **Block ____** in the Complex named and designed as "**GREEN FIELD**", more fully shown in the Maps duly demarcated with "Red" colour therein together with undivided/unpartitionable proportionate right in the Schedule "A" land on which the flat

stands in common with the other occupiers of the said Complex with right to use common area and facilities of the Complex in common with other occupants of the Complex as particularly described in the Schedule hereunder written.

SCHEDULE 'C'
PAYMENT PLAN PAYABLE BY THE PURCHASER TO THE VENDOR

1	On Booking	10% Of Total Consideration
2	After Execution of Agreement	10% Of Total Consideration
3	On Foundation	10% Of Total Consideration
4	On First Roof Casting	10% Of Total Consideration
5	On Second Roof Casting	10% Of Total Consideration
6	On Third Roof Casting	10% Of Total Consideration
7	On Fourth Roof Casting	10% Of Total Consideration
8	On Brick wall	10% Of Total Consideration
9	On Flooring and Tiles	10% Of Total Consideration
10	On Registration	10% Of Total Consideration
	Total	100%

All payments under installment payment plan shall be made within a maximum period of 10 days of issue of demand letter or mail, otherwise interest applicable as per rule shall be charged. In case payment is not made for two months from the demand date then the booking can be cancelled at the sole discretion of the Vendor. The Vendor shall deduct booking amount plus applicable GST on the amount so received till such time and refund the balance payment, without any interest thereon.

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

MEMO OF CONSIDERATION

RECEIVED from the within named **PURCHASER(S)** by the within named **VENDOR** the said sum of **RS. _____/- (RUPEES _____ ONLY)** through **A/C PAYEE CHEQUE/ DEMAND DRAFT/ NEFT/ RTGS/ ONLINE PAYMENT** dated _____, 20__ in favour of **"APEX INFRA"** payable at Siliguri, as the advance booking amount in respect of this The "B" schedule property consisting of a residential flat premises having Tiles Flooring, being Flat No. __ measuring _____ Square Feet (carpet area) at _____ Floor of Block- __ of the Complex named & designed as **"GREEN FIELD"** together with One parking Space constructed on the Schedule-A land measuring **8 Kathas 5.5 Chattaks**, appertaining to **R.S. Plot No. 171 & 166/806 Corresponding to L.R. Plot No. 63 & 64 of Mouza DABGRAM of Sheet no. 08(R.S), 33(LR) recorded in the R.S. Khatian No. 82(R.S.) 572,573,574,575(L R)** under the **BHAKTINAGAR Police Station** in the District of **JALPAIGURI**.