

AGREEMENTFORSALE

This Agreement for Sale("**Agreement**")executed on this____day of_____,2025

By and Between

BY AND BETWEEN

“RK DEVELOPERS”, (PAN:ABHFR9422R), a partnership firm, having its Registered Office at Ground Floor, G-1, Block 4, Green Vista, Upper Bhanu Nagar, Siliguri-734001, in the State of West Bengal, represented by one of its **Partner: SMT NEELAM AGARWAL (PAN : ADWPA0196Q & AADHAAR: 612754663258)**, Son of Daughter of Sri Manohar Lal Agarwal, Hindu by Religion, Business by Occupation, Indian by Citizenship, residing at Khalpara, Nehru Road, Siliguri Bazar, Siliguri-734005, P.O. & P.S. Siliguri Dist-Darjeeling, in the State of West Bengal, here in after called the “OWNER/PROMOTER” (which expression shall mean and include unless excluded by or repugnant to the context be deemed to be its partners, administrators, office representatives, and/or assigns) of the ONE PART.

AND [IF THE ALLOTTEE IS AN INDIVIDUAL]

SRI/SMT. _____ **(PAN: _____ & AADHAAR: _____)**, Son/father/husband/wife of _____, Hindu/Muslim/Sikh _____ by Religion, Business/Service by Occupation, Indian by Nationality/Citizenship, residing _____ at _____, P.O. _____, P.S. _____, Pin - _____, Dist. _____, in the State of _____ - hereinafter called as the “**ALLOTTEE**” (Which expression shall mean and include unless exclude by or repugnant to the context his/her/their/its heirs, executors, successors, administrators, legal representatives and assignees).

[IF THE ALLOTTEE IS A COMPANY]

_____, (CIN no. _____) a company incorporated under the provisions of the Companies Act (1956 or 2013 as the case may be), having its registered office at _____, (PAN _____) represented by its Authorised Signatory, _____ (AADHAAR - _____) duly authorized vide board resolution dated _____, hereinafter called as the “**ALLOTTEE**” (Which expression shall mean and include unless exclude by or repugnant to the context his/her/their/its heirs, executors, successors in interest, administrators, legal representatives and assignees).

[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 Authorised Partner, _____, (AADHAAR No. _____) authorized vide _____ here in after called as the “**ALLOTTEE**” (Which expression shall mean and include unless exclude by or repugnant to the context his/her/their/its heirs, executors, successors in interest, administrators, legal representatives and assignees).

[IF THE ALLOTTEE IS A HUF]

_____, a Hindu Undivided Family (HUF), (PAN-_____) having its place of business at _____, P. O. _____, P. S. _____, Pin - _____, Dist. _____, in the State of _____, represented by its Karta MR _____, (PAN - _____ & AADHAAR - _____) son of _____, Hindu/Muslim/Sikh by Religion, Business/Service by Occupation, Indian by Nationality/Citizenship, residing at _____, P.O. _____, P.S. _____, Pin - _____, Dist. _____, in the State of _____ - hereinafter called as the “**ALLOTTEE**” (Which expression shall mean and include unless exclude by or repugnant to the context his/her/their/its heirs, executors, successors, administrators, legal representatives and assignees). as Second Part

AND

The Promoter and the Purchaser(s) shall hereinafter be collectively referred to as "Parties" and individually as a "Party".

- A.** The above-named owner namely “**RK DEVELOPERS**” is the absolute and lawful owner of the total land measuring 28 Decimals or 0.28 Acres by virtue of Deed of Conveyance as follows: -

WHEREAS Promoter herein namely “**RK DEVELOPERS**” purchased a piece and parcel of land measuring 132 Decimal, appertaining to and forming part of R.S. Plot No.158/565 & 167/566 corresponding to L.R. Plot No.944 & 945 of sheet No. 03, recorded in R.S. Khatian No.569 & 570, corresponding to L.R. Khatian No.580 of mouza Shikarpur, P.S. Rajganj within the area of Gram Panchayat in the district of Jalpaiguri by virtue of registered deed of Conveyance duly executed by Sri Shashipal Mehta, Son of Ram Ekbal Mehta and registered at the office of the Additional District Sub-Registrar, Rajganj, Jalpaiguri and recorded in Book - I, bearing document No. 070500372 for the year 2024.

- B. AND WHEREAS** the said owner namely “**RK DEVELOPERS**” also recorded the aforesaid land in its name in the Record of Rights at the Office of B.L. & L.R.O. Rajganj and shall ever since one L.R. Khatian No.638 was framed in the name of “**RK DEVELOPERS**” as per provision of W.B.L.R Act, 1955.

AND WHEREAS owner namely “**RK DEVELOPERS**” as well as the Owner/Promoter subsequently initiated for building plan and in this process after having obtained the approved L.U.C.C. memo number 14593/SJDA, dated 11/03/2025, approved by the S.J.D.A., Siliguri and the site plan was approved by Jalpaiguri Zilla Parishad, being **Plan No. HL23S18X18**, dated 02/07/2025 approved by Jalpaiguri Zilla Parishad and in the manners aforesaid the “**RK DEVELOPERS**” of these presents became in actual khas and physical possession having permanent heritable and transferable right, title and interest therein free from all encumbrances whatsoever.

C. The Said Land is Earmarked for the purpose of building a [Residential/]Project, comprising a Ground+1 Storied Residential Building and the said project shall be known as “**SERENITEA VILLAS**” (Project);

Provided that where land is earmarked for any institutional development the same shall be used for those purposes only and no Commercial/Residential Development shall be permitted unless it is a part of the plan approved by the competent authority.

D. 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 Vendor regarding the said land on which Project is to be constructed have been completed;

E. The Jalpaiguri Zilla Parishad has granted the commencement certificate to develop the Project vide approval dated being **Plan No. HL23S18X18 Dated. 02/07/2025.**

F. The Promoter has obtained the final layout plan approvals for the Project from Jalpaiguri Zilla Parishad. The Vendor 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 Promoter hereby undertake to register the Project under the provisions of the Act with the Real Estate Regulatory Authority, vide Registration No. _____, dated _____;

H. The Allottee(s) had applied for an apartment in the Project and has been allotted the apartment No. _____, having carpet area measuring _____ square feet, super built-up area measuring _____ square feet on _____ Floor in Block No.... ("Building") along with One parking Space measuring _____ square feet in the _____ Floor as mentioned in the Schedule 'B' Property, as permissible under the applicable Law.

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. _____
(Please enter any additional disclosures/details)

K. The Parties hereby confirm that they are signing and executing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project;

L. 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;

M. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Vendor/Promoter hereby agree to sell and the Allottees hereby agrees to purchase the Schedule 'B' Property;

NOW THEREFORE, in consideration of the mutual representations ,covenants ,assurances ,promises and agreements contained here in 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 Allottee(s) and the Allottee(s) hereby agrees to purchase ,the Apartment as specified in paragraph H;

The Total Price for the Apartment based on the Carpet area is Rs...../-
(Rupees..... Only)("Total Price") excluding GST.

That all the registration expenses ,GST or any other taxes by the authority shall be paid by the Allottees separately.

Explanation:

- (i) The Total Price above includes the booking amount paid by the Allottee(s) to the Vendor/Promoter towards the Apartment:
- (ii) The Total Price above excludes Taxes (consisting of taxpaid or payable by the Vendor, if any, as per law, and Cess or any other taxes which may be levied, in connection with the construction of the Project) upto the date of handing over the possession of the Apartment:

Provided that in case there is any change/ modification in the taxes, the subsequent amount payable by the Allottee(s) to the Vendor/Promoter shall be increased/reduced based on such changes/modification;
- (iii) The Vendor/Promoter shall periodically intimate to the Allottee(s), the amount payable as stated in 1.(i) above and the Allottee(s) shall make payment within 30 (thirty) days from the date of such written intimation. In addition, the Vendor/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 includes: 1) proportionate share in the Common Areas; and 2) Garage(s) & Closed parking(s) as provided in the Agreement.

The Total price is escalation- free, save and except increases which the Allottee(s) 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/Promoter undertake and agree that while raising a demand on the Allottee(s) for increase in development charges, cost charges imposed by the competent authorities, the Vendor/Promoter shall enclose the said notification/order/rule/regulation to that effect along with the demand letter issued to the Allottee(s), which shall only be applicable on subsequent payments.

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

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

It is agreed that the Vendor/Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described there in respect of the apartment, plot or building, as the case may be, without the previous written consent of the Allottee(s). Provided that the Vendor/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.

The promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the Occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the promoter. If there is any reduction in the carpet area within the defined limit the Promoter shall refund the excess money paid by Allottee within forty five days with annual interest at the rate specified in the rules, from the date when such excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the promoter shall demand that from the Allottee as per the next milestone of the payment Plan. All monetary adjustments shall be made at the same rate per square feet as agreed in Clause 1.2 of the Agreement.

Subject to Clause 9.3 the Vendor/Promoter agrees and acknowledges, the Allottee(s) shall have the right to the [Apartment] 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, maintenance staff etc., without causing any inconvenience or hindrance to them. Further, the right of the Allottee(s) to use the Common Areas shall always be subject to the timely payment of maintenance charges and other charges as applicable. It is clarified that the Vendor/Promoter shall convey undivided proportionate title in the common areas to the association of Allottee(s) as provided in the Act;
- (iii) That the computation of the price of the [Apartment] includes recovery of price of land, construction of [not only the apartment but also] the common areas, internal development charges, external development charges, taxes, cost of providing electric wiring, 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/Promoter and Allottee(s) agrees that the [Apartment] along with 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 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(s). It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottee(s) of the Project.

It is understood by the Allottee that all other areas and i.e areas and facilities outside the project ,namelyshall 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/Promoter agrees to pay all outgoings before transferring the physical possession of the apartment to the Allottee(s), which it has collected from the Allottee(s), for the payment of outgoings (including land cost, ground rent, municipal or the 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 project). If the Vendor/Promoter fail to pay all or any of the outgoings collected by it from the Allottee(s) or any liability, mortgage loan and interest thereon before transferring the apartment to the Allottees, the Vendor/Promoter agree 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 there fore by such authority or person.

The Allottee(s) has paid a sum of Rs____/-_____ (Rupees _____ Only) as booking amount being part payment towards the Total Price of the [Apartment] at the time of Application the receipt of which the Vendor/Promoter hereby acknowledge and the Allottee(s) hereby agrees to pay the remaining price of the [Apartment] as prescribed in the Payment Plan as may be demanded by the Vendor/Promoter within the time and manner specified therein:

Provided that if the Allottee(s) delay in payment towards any amount for which is payable, he shall be liable to pay interest at the rate specified in the Rules.

2. MODE OF PAYMENT

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

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES

The Allottee(s), 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/Promoter with such permission, approvals which would enable the Vendor/Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee(s) understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

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

4. ADJUSTMENT/ APPROPRIATION OF PAYMENTS

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

5. TIME IS ESSENCE

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

6. CONSTRUCTION OF THE PROJECT/APARTMENT

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

7. POSSESSION OF THE APARTMENT

Schedule for possession of the said Apartment:

The Owner/Promoter agrees and understands that timely delivery of possession of the [Schedule- "B" Property] is the essence of the Agreement. The Owner/ Promoter, based on the approved plans and specifications, assures to handover possession of the [Schedule - "B" Property] on **25/06/2028** unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real-estate project ("Force Majeure") and Pandemic situations (such as Covid-19) or any other diseases or due to law and order where it becomes difficult to continue the ongoing works. If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Owner/ Promoter shall be entitled to the extension of time for delivery of possession of the [Schedule - "B" Property], provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Owner/Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Owner/Promoter shall refund to the Allottee the entire amount received from the Owner/Promoter from the allotment within 180 days from that date. After refund of the money paid by the, Allottee agrees that they shall not have any rights, claims etc. against the Owner/Promoter and that the Owner/Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

Procedure for taking Possession.- The Promoter, upon obtaining the occupancy certificate* from the competent authority shall offer in writing the possession of the [Apartment/Plot], to the Allottee in terms of this Agreement to be taken within 3 (three months from the date of issue of such notice and the Promoter shall give possession of the [Apartment/Plot] to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter/association of Allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within 15 Days of receiving the occupancy certificate* of the Project.

Failure of Allottee(s) to take Possession of [Apartment]: Upon receiving a written intimation from the Vendor/Promoter the Allottee(s) shall take possession of the [Apartment] from the Vendor/Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Vendor/Promoter shall give possession of the [Apartment] to the Allottee(s). In case the Allottee(s) fails to take possession within the time provided such Allottee(s) shall continue to be liable to pay maintenance charges as applicable.

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

Cancellation by Allottee(s): 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 shall be returned by the promoter to the allottee within 45 days of such cancellation.

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

Except for occurrence of a Force Majeure event, if the Vendor/Promoter fail to complete or is unable to give possession of the [Apartment] (i) in accordance with the terms of this Agreement, duly completed by the dates specified herein; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Vendor/Promoter shall be liable, on demand to the Allottees, in case the Allottee(s) wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Apartment, with interest at the rate specified in the Rules within 45 days including compensation in the manner as provided under the Act. Provided that where if the Allottee(s) does not intend to withdraw from the Project, the Vendor/Promoter shall pay the Allottee(s) interest at the rate specified in the Rules for every month of delay, till the handing over of the possession of the Apartment.

8. REPRESENTATIONS AND WARRANTIES OF THE VENDOR

The Vendor/Promoter hereby represent and warrant to the Allottee(s) as follows:

8.1 The [Vendor] are having 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;

8.2 The Vendor/Promoter have lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;

8.3

There are no encumbrances upon the said Land or the Project; in case there are any encumbrances on the land provide details of such encumbrances including any rights, title, interest and name of party in or over such land.

8.4 There are no litigations pending before any Court of law with respect to the said Land, Project or the [Apartment];

8.5 All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and [Apartment] are valid and subsisting and have been obtained by following due process of law. Further, the Vendor/Promoter 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 [Apartment] and common areas;

8.6 The Vendor/Promoter have the right to enter into this Agreement and have not committed or omitted to perform any act or thing, where by the right, title and interest of the Allottee(s) created herein, may pre judicially be affected;

8.7 The Vendor/Promoter have not entered in to 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;

8.8 The Vendor/Promoter confirm that the Vendor/Promoter is/are not restricted in any manner whatsoever from selling the said (Apartment) to the Allottee(s) in the manner contemplated in this Agreement;

8.9 At the time of execution of the conveyance deed the Vendor/Promoter shall hand over lawful, vacant, peaceful, physical possession of the [Apartment] to the Allottee(s) and the common areas to the Association of the Allottees.

8.10 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;

8.11 The Vendor/Promoter have 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;

8.12 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/Promoter in respect to the said Land and/or the Project;

8.13 That the property is not Waqf property.

9. EVENTS OF DEFAULTS AND CONSEQUENCES

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

- i. Vendor/Promoter fail to provide ready to move in possession of the [Apartment) to the Allottee(s) within the time period specified. For the purpose of this clause, ready to move in possession shall mean that the apartment shall be in a habitable condition which is complete in all respects;
- ii. Discontinuance of the Vendor/Promoter business on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made there under.

In case of Default by Vendor/Promoter under the conditions listed above, Allottee(s) is entitled to the following:

(i) Stop making further payments to Vendor/Promoter as demanded by the Vendor/Promoter. If the Allottee(s) stops making payments, the Vendor/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 penal interest; or

(ii) The Allottee(s) shall have the option of terminating the Agreement in which case the Vendor/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 at the rate specified in the Rules within forty-five days of receiving the termination notice:

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

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

- i. In case the Allottee(s) fails to make payments for 30 Consecutive days after the demands have been made by the Vendor/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 Vendor/Promoter on the unpaid amount at the rate specified in the Rules.
- ii. In case of Default by Allottee(s) under the condition listed above continues for a period beyond consecutive months after notice from the Vendor/Promoter in this regard, the Vendor/Promoter shall cancel the allotment of the Apartment in favour of the Allottee(s) and refund the amount money paid to him by the Allottee(s) by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated.

10. CONVEYANCE OF THE SAID APARTMENT

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

11. MAINTENANCE OF THE SAID BUILDING/APARTMENT/PROJECT

The Vendor/Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the association of the Allottees. The cost of such maintenance has been included in the Total Price of the [Apartment].

12. DEFECT LIABILITY

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Vendor/Promoter as per the agreement for sale relating to such development is brought to the notice of the Vendor/Promoter within a period of 5 (five) years by the Allottee(s) from the date of handover of possession, it shall be the duty of the Vendor to rectify such defects without further charge, within 30 (thirty) days, and in the event of Vendor/Promoter's failure to rectify such defects within such time, the aggrieved Allottees shall be entitled to receive

appropriate compensation in the manner as provided under the Act.

13. RIGHT OF ALLOTTEE(S) TO USE COMMON AREAS AND FACILITIES SUBJECT TO PAYMENT OF TOTAL MAINTENANCE CHARGES

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

14. RIGHT TO ENTER THE APARTMENT FOR REPAIRS

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

15. USAGE

Use of Parking and Service Areas: The Parking(s) and service areas, if any, as located within the "SERENITY VILLA & RESORT", 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 plan. The Allottee(s) shall not be permitted to use these service areas and the basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the association of Allottees formed by the Allots for rendering maintenance services.

16. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT:

Subject to Clause 12 above, the Allottee(s) shall, after taking possession, be solely responsible to maintain the [Apartment] at his/her own cost, in good repair and condition of the Building, or the Apartment, or the staircases, lift, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Apartment and keep the [Apartment], its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized. The Allottee(s) 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 Allottee(s) shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry

out any change in the exterior elevation or design. Further the Allottee(s) shall not store any hazardous or combustible goods in the [Apartment] or place any heavy material in the common passages or staircase of the Building. The Allottee(s) shall also not remove any wall, including the outer and load bearing wall of the Apartment. The Allottee(s) shall plan and distribute its electrical loading conformity with the electrical systems installed by the Vendor/Promoter and thereafter the association of Allottees and/or maintenance agency appointed by association of Allottees. The Allottee(s) shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

17. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY ALLOTTEE(S)

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

18. ADDITIONAL CONSTRUCTIONS

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

19. PROMOTER SHALL NOT MORTGAGE OR CREATE CHARGE

After the Vendor/Promoter execute this Agreement the shall not mortgage or create a charge on the [Apartment] and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee(s) who has taken or agreed to take such Apartment.

20. APARTMENT OWNERSHIP ACT

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

21. BINDING EFFECT

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

22. ENTIRE AGREEMENT

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

23. RIGHT TO AMEND

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

24. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE(S)/SUBSEQUENT ALLOTTEE(S)

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

25. WAIVER NOT A LIMITATION TO ENFORCE

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

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

26. SEVERABILITY

If any provision of this Agreement shall be determined to be void or unenforceable under

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

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

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

28. FURTHER ASSURANCES

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in addition 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/Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Vendor/Promoter and the Allottee(s)/Purchaser(s), in after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with execution the said Agreement shall be registered at the office of the Sub-Registrar, Hence this Agreement shall be deemed to have been executed at

30. NOTICES

That all notices to be served on the Allottee(s) and the Vendor/Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee(s) or the Vendor/Promoter by Registered Post to their respective addresses as already mentioned below.

Details of Allottee/s	Details of Developer/Promoter/Confirming Party
	“ RK DEVELOPERS

	(PAN:ABHFR9422R),a Partnership firm, having its Registered Office at Ground Floor,G-1,Block 4,Green Vista,Upper BhanuNagar,Siliguri-734001, in the State of West Bengal, represented by one of its Partner: Smt NEELAM AGARWAL (PAN : ADWPA0196Q & AADHAAR: 612754663258), of Daughter of Sri Manohar Lal Agarwal
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It shall be the duty of the Allottee(s) and the Vendor/Promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the Vendor/Promoter or the Allottee(s), as the case may be.

31. JOINT ALLOTTEES

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

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 of 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.

[Please insert any other terms and conditions as per the 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].

SCHEDULE-“A”
(DESCRIPTION OF THE LAND)

ALL THAT piece or parcel of Vacant Land measuring about 132 Decimals or 1.34 Acres along with the Complex named **“SERENITEA VILLAS”** having Ground + 1 Storied Residential Building, appertaining to R.S. Plot No 158/565, 167/566, corresponding to L.R. Plot No. 944 & 945 recorded in R.S. Khatian No. 569 & 570, corresponding to L.R. Khatian No. 580, within Mouza Shikarpur, J.L. No. 07, P.S. Rajganj, within the area of Gram Panchayat in the District of Jalpaiguri in the State of West Bengal.

The said land is butted and bounded as follows: -

By the North : Land of R.S Plot No 167 & 168
By the South : Land of Mouza Chhat Sikarpur
By the East : 48 Feet Wide Metal Road
By the West : Land of Plot No 458.

SCHEDULE-“B”
(DESCRIPTION OF PREMISES HEREBY AGREED TO BE SOLD)

ALL THAT one Residential Unit being Unit No. “_____” in Block No. “_____”, (Flooring - Tiles) total area measuring **RERA Carpet Area** about _____ Sq.ft. and **Total Super Built-up Area** _____ Sq.Ft. along with a **Roof Covered Parking** being No. _____ ad measuring _____ Sq. Ft. at _____ Floor of the **“SERENITEA VILLAS”** constructed on the land as described in Schedule - “A” herein above together with undivided and impartible proportionate share in the land.

SCHEDULE-“C”
(PAYMENT PLAN)

That the payment of the consideration amount of the Schedule ‘C’ property shall be as follows:

Particulars	Rate (in Percentage)
At the time of Booking	10%
At the time of Registration of Agreement to sale	10%
At the time of Ground Roof Casting	10%

At the time of 1 st Roof Casting	20%
At the time of Brickwork	10%
At the time of Internal Plastering	10%
At the time of Flooring & Doors/Windows	10%
At the time of Internal Painting & Fittings	10%
At the time of registry or possession, whichever is earlier	10%
Total	100%

IN WITNESS WHEREOF parties herein above 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/s:-

SRI/SMT/MISS/MR. _____
Son of _____, Resident of __,
P.O. _____ & P.S. _____,
Pin - _____, Dist. _____.

Please affix
photograph
and sign across
the
photograph

SIGNED AND DELIVERED BY THE WITHIN NAMED

Owner/Promoter:-

(Authorized Signature)
RK DEVELOPERS [OWNER/PROMOTER]
Registered office at Ground Floor G-1
Block-4
Green Vista, Upper Bhanu Nagar Siliguri-734001

Please affix
photograph
and sign across
the
photograph

Aton in the presence of:-

-:WITNESSES:-

1. _____

2. _____

**Drafted as per the instructions of the Party and read over
and explained by me to the Party and printed in my
office:**

ADVOCATE/SILIGURI.