# ANNEXURE 'A'

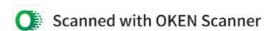
[See rule 9]	
AGREEMENT FOR SALE	
This Agreement for Sale ("Agreement") executed on this	day of
20	
By and Between	
"J & S. DEVELOPER" office at Ukilpara, P.O. & P.S.	3. Raiganj, Dist. Uttar Dinajpu

Pin - 733134, West Bengal, a partnership firm represented by its partners namely - (1) MR. JAY DEV JHA, S/o. Late Upendra Nath Jha, PAN - AEKPJ8969F, AADHAAR NO. 691763856422, by faith Hindu, by Nationality Indian, by profession Business, resident of Ukilpara, P.O. & P.S. Ralganj, Dist. Uttar Dinajpur, Pin - 733134, West Bengal, India, (2) MRS. ANITA JHA, W/o. Mr. Jay Dev Jha, PAN - BAMPJ4749J, AADHAAR NO. 3433 5274 1758, by faith Hindu, by Nationality Indian, by profession Business, resident of Ukilpara, P.O. & P.S. Raiganj, Dist. Uttar Dinajpur, Pin - 733134, West Bengal, India working for gain at having personal hereinafter referred to as the "Promoter" (which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors-in-interest and assigns) of the ONE PART;

			AND			
1.	MR. /			(PAN)		nughter/wife nationality
	INDIAN	having	his/her	permanentand having PA		residence
	MD /	MDC	AND		son/d:	aughter/wife
۷.	INDIAN	having	his/her	(PAN)  permanentand having PA	by	nationality residence
			(OP)			

[If the Allottee is a HUF]

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Mr	, (Aadhar no	son of
	, aged about	for self and as the
	nt Mitakshara Family known a	
		, (PAN),
		, which expression shall, unless
		r heirs, executors, administrators,
successors-in-interest a	nd permitted assigns) of the OTH	ER PART.

[Please insert details of other allottee(s), in case of more than one allottee]

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

#### WHEREAS:

- A. (1) SRI SHASHI KANTA SINGHA, PAN BDLPS2007L, Aadhaar No. 7125 3272 8097
  - (2) SRI TARANI KANTA SINGHA @ TARANI SINGHA, PAN :- IMKPS7621M, Aadhaar No. 4164 3802 3066,
  - (3) SRI JASHOLAL SINGHA, PAN: GHLPS2281B, Aadhaar No. 6401 8092 2878, All are S/o. Late Tulai Singha, Hindu by religion, Indian by Citizen, Business by occupation, all are residing at Ramkrishna Jote, P.O. New Rangia, P.S. Matigara, Dist. Darjeeling, Pin No. - 734013,

hereinafter referred to as the LAND OWNER / LAND LORD/ VENDOR hereinafter referred to as the LAND OWNERS, (which term or expression shall unless repugnant to the context or otherwise be deemed to mean and include their successors-in-office legal representative, assigns and nominees).

Whereas the party hereto of the first part (1) SRI SHASHI KANTA SINGHA, (2) SRI TARANI KANTA SINGHA @ TARANI SINGHA, (3) SRI JASHOLAL SINGHA, all are S/o. Late Tulai Singha, Hindu by religion, Indian by Citizen, Business by occupation, all are residing at Ramkrishna Jote, P.O. New Rangia, P.S. Matigara, Dist. Darjeeling, Pin No. - 734013, herein is the absolute owner and is seized and posed of and / or otherwise well and sufficiently entitled to all that piece and parcel of land measuring an area of land 32 Decimal, Plot of R.S. 260 corresponding L.R. 444 & 445, Khatian No. RS 2/20, corresponding to L.R. Khatian No. 6989, 6990 & 6991,

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	situated within J. L. No. 68, Mouza – Tari, Pargana - Patharghata, P.S. Matigara, A.D.S.R. office Bagdogra, Dist. Darjeeling. The said land is situated within the Limits of Atharakhai Gram Panchayet, Holding No. 493/N, Sub-Division Siliguri, by virtue a Registered Partition Deed Bearing no. 040307389 for the year 2023, Book- I, Vol No. 0403-2023, Page No. 145630 to 145654.
	B. The Owner and the Promoter have entered into a [collaboration/development/joint development] agreement dated
	No Pages from to bearing being No of the
	year
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 Promoter regarding the said land on which Project is to be constructed have been completed;
Ε.	The [Please insert the name of the concerned competent authority] has granted the commencement certificate to develop the Project vide approval dated bearing no;
F. '	The Promoter has obtained the final layout plan approvals for the Project from Matigara Panchayat Samity, Kadamtala, Darjeeling [Please insert the name of the concerned competent authority]. The 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 Promoter has registered the Project under the provisions of the Act with the Rea Estate Regulatory Authority at no no under registration
Н.	The Allottee had applied for an apartment in the Project vide application no dated and has been allotted apartmen having carpet area of square feet, type
	, on floor in [tower/block/building] no. ("Building") along
	with garage/closed parking no admeasuring square fee in the [Please insert the location of the garage/closed parking], a

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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 Schedule A and the floor plan of the apartment is annexed hereto and marked as Schedule B);
The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;
[Please enter any additional disclosures/details]
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;
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;
In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the [Apartment] and the garage/closed parking (if applicable) as specified in paragraph G;
NOW THEREFORE, in consideration of the mutual representations, covenants, assurances, promises and agreements contained herein and other good and valuable consideration, the Parties agree as follows:
1. TERMS:
Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase, the Flat Vide No
The Total Price for the [Apartment/Plot] based on the carpet area is Rs only ("Total Price") (Give break up and description):
Building - "JS GREEN VALLEY APARTMENT"
Rate of Apartment per square feet
Apartment no

1.

J.

K.

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Туре \_\_\_\_\_

Floor \_\_\_\_\_

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*Provide break up of the amounts such as cost of apartment, proportionate cost of common areas, preferential location charges, taxes etc.
[AND] [if/as applicable]
Garage/Closed parking - 1 Price for 1
Garage/Closed parking - 2 Price for 2
Explanation:
(i) The Total Price above includes the booking amount paid by the allottee to the Promoter towards the Flat Vide No, Floor, Area of the FlatSq.ft. [Apartment];
(ii) The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax, GST, CGST, if any as per law, and Case or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter) up to the date of handing over the possession of the Flat Vide No, Floor, Area of the Flat
Provided that in case there is any change / modification in the taxes, the subsequent amount payable by the allottee to the promoter shall be increased/reduced based on such change / modification;
(iii) The Promoter shall periodically intimate to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment within 30 (thirty) days from the date of such written intimation. In addition, the Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;
(iv) The Total Price of Flat Vide No, Floor, Area of the FlatSq.ft. Rs
1) pro rata share in the Common Areas; and
2) garage(s)/closed parking(s) as provided in the Agreement.
The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges
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cost/charges imposed by the competent authorities, the Promoter shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.

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

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

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

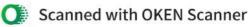
[Applicable in case of an apartment] The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate\* is granted by the competent authority, by furnishing details of the changes, if any, in the carpet 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 then 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 an 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 these monetary adjustments shall be made at the same rate per square feet as agreed in Clause 1.2 of this Agreement.

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

- (i) The Allottee shall have exclusive ownership of the Flat Vide No. ......, Floor ......, Area of the Flat ......Sq.ft. [Apartment];
- (ii) The Allottee shall also have undivided proportionate share in the Common Areas. Since the share / interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. Further, the right of the Allottee to use the Common Areas shall always be subject to the timely payment of maintenance charges and other charges as

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applicable. It is clarified that the promoter shall convey undivided proportionate title in the common areas to the association of allottees as provided in the Act;

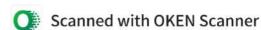
(iii) That the computation of the price of the [Apartment/Plot] includes recovery of price of land, construction of

[not only the Apartment but also] the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, fire detection and firefighting equipment in the common areas etc. and includes cost for providing all other facilities as provided within the Project.

It is understood by the Allottee that all other areas and i.e. areas and facilities falling outside the Project, namely \_\_\_\_\_\_ 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 Promoter agrees to pay all outgoings before transferring the physical possession of the apartment to the Allottees, which it has collected from the Allottees, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the project). If the Promoter fails to pay all or any of the outgoings collected by it from the Allottees or any liability, mortgage loan and interest thereon before transferring the apartment to the Allottees, the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person.

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[Apartment] as prescribed in the Payment Plan as may be demanded by the Promoter within the time and in the manner specified therein:

Provided that if the allottee delays in payment towards any amount for which is payable, he shall be liable to pay interest at the rate specified in the Rules.

#### 2. MODE OF PAYMENT

Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee shall make all payments, on demand by the Promoter, within the stipulated time as mentioned in the Payment Plan through A/c Payee cheque/demand draft or online payment (as applicable) in favour of 'J & S. DEVELOPER' payable at \_\_\_\_\_\_\_\_.

#### 3. COMPLIANCE OF LAWS RELATING TO REMITTANCES

The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules and Regulations made 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 Promoter with such permission, approvals which would enable the Promoter to fulfill its obligations under this Agreement.

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

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

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for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

#### 4. ADJUSTMENT/APPROPRIATION OF PAYMENTS

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

#### 5. TIME IS ESSENCE

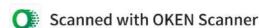
Time is of essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the [Apartment/Plot] to the Allottee and the common areas to the association of the allottees after receiving the occupancy certificate\* or the completion certificate or both, as the case may be.

Similarly, the Allottee shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in Schedule C ("Payment Plan").

# The mode of payment by the purchaser to the Developer / FIRST party will be in the following manner.

(i)	At the time of booking	Rs.	
(ii)	Next instalment on or before	Rs.	
(iii )	Next instalment on or before	Rs.	
(iv )	Next instalment on or before	Rs.	
(v)	Next instalment on or before	Rs.	
(v)	Balance amount is payable on or before reg (the total amount depends upon actual subuilding)		Participants of the second of

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

The Allottee has seen the specifications of the [Apartment/Plot] 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 Promoter. The Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions \_ [Please insert the relevant laws prescribed by the inforce] and shall not have an option to make any variation /alteration /modification in such plans, other than in the manner provided under the Act, and breach of this term by the Promoter shall constitute a material breach of the Agreement.

#### 7. POSSESSION OF THE APARTMENT/PLOT

Schedule for possession of the said [Apartment/Plot]: The Promoter agrees and understands that timely delivery of possession of the [Apartment/Plot] is the essence of the Agreement. The Promoter, based on the approved plans and specifications, assures to hand over possession of the Flat Vide No. ......, Floor ....., Area of the Flat ......Sq.ft. [Apartment] on \_\_\_\_\_ unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project ("Force Majeure"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the [Apartment/Plot], provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the allotment within 45 days from that date. After refund of the money paid by the Allottee, Allottee agrees that he/ she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

Procedure for taking possession - The Promoter, upon obtaining the occupancy certificate\* from the competent authority shall offer in writing the possession of the [Apartment/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

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possession of the Flat Vide No, Floor, Area of the Flat
Failure of Allottee to take Possession of [Apartment/Plot]: Upon receiving a written intimation from the Promoter as per clause 7.2, the Allottee shall take possession of the Flat Vide No, Floor, Area of the Flat
Possession by the Allottee – After obtaining the occupancy certificate* and handing over physical possession of the Flat Vide No, Floor, Area of the Flat
Cancellation by Allottee – The Allottee shall have the right to cancel/withdraw his allotment in the Project as provided in the Act:
Provided that where the allottee proposes to cancel/withdraw from the project without any fault of the promoter, the promoter herein is entitled to forfeit the booking amount paid for the allotment. The balance amount of money paid by the allottee shall be returned by the promoter to the allottee within 45 days of such cancellation.
Compensation –

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

Except for occurrence of a Force Majeure event, if the promoter fails to complete or is unable to give possession of the Flat Vide No. ......; Floor ....., Area of the



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

- The [Promoter] has absolute, clear and marketable title with respect to the said Land; the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;
- The Promoter has lawful rights and requisite approvals from the competent (ii) Authorities to carry out development of the Project;
- 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]
- (iv) There are no litigations pending before any Court of law with respect to the said Land, Project or the Flat Vide No. ......, Floor ....., Area of the Flat .....Sq.ft. [Apartment];
- All approvals, licenses and permits issued by the competent authorities with (iv) respect to the Project, Flat Vide No. ......, Floor ....., Area of the Flat ......Sq.ft. [Apartment] are valid and subsisting and have been obtained by following due process of law.
  - Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Building and Flat Vide No. ......, Floor ....., Area of the Flat ......Sq.ft. [Apartment] and common areas;
- The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected:

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

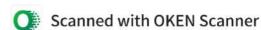
#### 9. EVENTS OF DEFAULTS AND CONSEQUENCES

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

(i) Promoter fails to provide ready to move in possession of the [Apartment/Plot] to the Allottee within the time period specified. For the purpose of this clause, 'ready to move in possession' shall mean that the apartment shall be in a habitable condition which is complete in all respects;

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- (ii) Discontinuance of the Promoter's business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made thereunder. In case of Default by Promoter under the conditions listed above, Allottee is entitled to the following:-
- (i) Stop making further payments to Promoter as demanded by the Promoter. If the Allottee stops making payments, the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any penal interest; or
- (ii) The Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the apartment, along with interest at the rate specified in the Rules within forty-five days of receiving the termination notice:

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

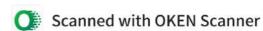
- (i) In case the Allottee fails to make payments for \_\_\_\_\_\_ consecutive demands made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard the allottee shall be liable to pay interest to the promoter on the unpaid amount at the rate specified in the Rules.

### 10. CONVEYANCE OF THE SAID APARTMENT

The P	romoter, on re	eceipt c	of c	omple	ete a	mount o	f the F	rice	e of t	he Fla	it Vic	le No	,
Agree	ment from th	e Allott	ee	, shall	exec	cute a co	nveya	nce	dee	d and	con	vey the	title
of the	e Flat Vide N	lo	,	Floor		,	Area	of	the	Flat .			q.ft

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[Apartment] together with proportionate indivisible share in the Common Areas within 3 (three) months from the issuance of the occupancy certificate\*.

However, in case the Allottee fails to deposit the stamp duty, registration charges and all other incidental and legal expenses etc. so demanded within the period mentioned in the demand letter, the Allottee authorizes the Promoter to withhold registration of the conveyance deed in his/her favour till full and final settlement of all dues and stamp duty and registration charges to the Promoter is made by the Allottee. The Allottee shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899 including any actions taken or deficiencies/penalties imposed by the competent authority(ies).

#### 11. MAINTENANCE OF THE SAID BUILDING / APARTMENT / PROJECT

[Insert any other clauses in relation to maintenance of project, infrastructure and equipment]

#### 12. DEFECT LIABILITY

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

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

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appointed by it) and performance by the Allottee of all his/her obligations in respect of the terms and conditions specified by the maintenance agency or the association of allottees from time to time.

#### 14. RIGHT TO ENTER THE APARTMENT FOR REPAIRS

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

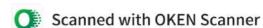
#### 15. USAGE

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

#### 16. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT:

J&S. DEVELOPER

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assures and guarantees that he/she would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face / facade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottees shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the [Apartment/Plot] or place any heavy material in the common passages or staircase of the Building. The Allottee shall also not remove any wall, including the outer and load bearing wall of the Flat Vide No. ......, Floor .......Sq.ft. [Apartment]. The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the association of allottees and/or maintenance agency appointed by association of allottees. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

#### 17. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY ALLOTTEE

The Allottee is entering into this Agreement for the allotment of a Flat Vide No. ......, Floor ......, Area of the Flat ......Sq.ft. [Apartment] with the full knowledge of all laws, rules, regulations, notifications applicable to the Project in general and this project in particular. That the Allottee hereby undertakes that he/she shall comply with and carry out, from time to time after he/she has taken over for occupation and use the said Flat Vide No. ......, Floor ....., Area of the Flat ......Sq.ft. [Apartment], all the requirements, requisitions, demands and repairs which are required by any competent Authority in respect of the Flat Vide No. ......, Floor ....., Area of the Flat ......Sq.ft. [Apartment]/ at his/ her own cost.

#### 18. ADDITIONAL CONSTRUCTIONS

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

#### 19. PROMOTER SHALL NOT MORTGAGE OR CREATE CHARGE

After the Promoter executes this Agreement he shall not mortgage or create a charge on the Flat Vide No. ......, Floor ....., Area of the Flat ......Sq.ft. "JS GREEN VALLEY APARTMENT" [Apartment/Building] and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed

J&S. DEVELOPER

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to	take	such	Flat	Vide	No.		Floor		Area	of	the	Flat
••••		Sq.ft	., "JS	GRE	EN V	ALLEY	APAR	TMENT" [Ap	artmer	it/Bi	aildin	g].

### 20. APARTMENT OWNERSHIP ACT

The 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 Promoter showing compliance of various laws/regulations as applicable in the State of West Bengal.

#### 21. BINDING EFFECT

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Registrar/Sub-Registrar/ registrar 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/building, as the case may be.

#### 23. RIGHT TO AMEND

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

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

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Allottees of the Flat Vide No. ......, Floor ....., Area of the Flat ......Sq.ft. [Apartment], in case of a transfer, as the said obligations go along with the Flat VIde No. ...... Floor ...... Area of the Flat ......Sq.ft. [Apartment] for all intents and purposes.

#### 25. WAIVER NOT A LIMITATION TO ENFORCE

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

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

#### 26. SEVERABILITY

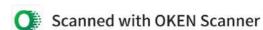
If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made there under or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this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

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

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

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area of all the Flat Vide No Floor
28. FURTHER ASSURANCES
Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.
29. PLACE OF EXECUTION
The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, in after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at,
30. NOTICES
That all notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by Registered Post at their respective addresses specified below:
Name of Allottee
(Allottee Address)
"J & S. DEVELOPER" office at Ukilpara, P.O. & P.S. Raiganj, Dist. Uttar Dinajpur, Pin – 733134, West Bengal, a partnership firm represented by its partners namely – (1) MR. JAY DEV JHA, S/o. Late Upendra Nath Jha, by faith Hindu, by Nationality Indian, by profession Business, resident of Ukilpara, P.O. & P.S. Raiganj, Dist. Uttar Dinajpur, Pin – 733134, West Bengal, India, (2) MRS. ANITA JHA, W/o. Mr. Jay Dev Jha, by faith Hindu, by Nationality Indian, by profession Business, resident of Ukilpara, P.O. & P.S. Raiganj, Dist. Uttar Dinajpur, Pin – 733134, West Bengal, India.
J & S. DEVELOPER (Promoter Address)
(Promoter Address)  Partner Page   20

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

### 31. JOINT ALLOTTEES

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

#### 32. GOVERNING LAW

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

#### 33. DISPUTE RESOLUTION

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

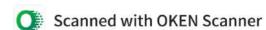
[Please insert any other terms and conditions as per the contractual understanding between the parties, however, please ensure that such additional terms and conditions are not in derogation of or inconsistent with the terms and conditions set out above or the Act and the Rules and Regulations made there under.]

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for sale at Ramkrishna Jote, P.O New Rangit, P.S. Matigara, Dist. Darjeeling (city/town name) in the presence of attesting witness, signing as such on the day first above written.

SIGNED AND DELIVERED	BY THE	WITHIN	NAMED
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Allottee: (including joint buyers)	
(1)	

J&S. DEVELOPER
Tandentha



(2)		
	on	
SIG	NED AND DELIVERED BY THE WITHIN NAME	ED.
Pro	moter:	
(1)		_
	(Authorized Signatory)	
WI	TNESSES:	
1.	Signature	
2.	Signature	

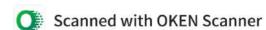
SCHEDULE 'A' – PLEASE INSERT DESCRIPTION OF THE [APARTMENT/PLOT] AND THE GARAGE/ CLOSED PARKING (IF APPLICABLE) ALONG WITH BOUNDARIES IN ALL FOUR DIRECTIONS

### " SCHEDULE - A"

ALL THAT piece and parcel of a plot of land and property containing by an estimation of 32 Decimal appertaining to Plot of R.S. 260 corresponding L.R. 444 & 445, Khatian No. RS 2/20, corresponding to L.R. Khatian No. 6989, 6990 & 6991, situated within J. L. No. 68, Mouza – Tari, Pargana - Patharghata, P.S. Matigara, A.D.S.R. office Bagdogra, Dist. Darjeeling. Classification of the land "BASTU" within the limit of Atharakhai Gram Panchayet, Holding No. 493/N, Sub-Division Siliguri, Pargana - Patharghata, P.S. Matigara, A.D.S.R. office Bagdogra, Dist. Darjeeling. The said land is situated within the Limits of Atharakhai Gram Panchayet, Name of the Apartment – "JS GREEN VALLEY APARTMENT" along with the G+III i.e. Block – A & Block – B i.e. four stored residential Flat i.e. Multi Stored Residential Building constructed upon the said premises according to the sanctioned building plan together with all easement rights attached thereto.

J & S. DEVELOPER

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# The property is butted and bounded by -

ON THE NORTH BY

: Land of Sashi Kanta Singha & two others and land of Sabanu

Singha.

ON THE SOUTH BY

: 12 ft wide common Road(That common passage will be used

jointly by the landlord for the purpose of eastern side land and by

intended flat owners).

ON THE EAST BY

: Land of Sashi Kanta Singha & two others.

ON THE WEST BY

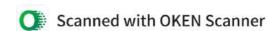
: 23 ft. wide Metal Road.

## (PURCHASER/S ALLOCATION)

## Residential Unit

cor sar sar (ap Uni Res pre L.R. Mati with	mmercial Building constructed notioned by the Matigara Panch notioned Permit No	upon ayat ne si Block N V Dec , cor puza Panc Sili	plete residential flat in habitable condition on the cor of the G+IV Multi Stored Residential along with the said premises according to the building plan Samity, Kadamtala, Darjeeling on
1.	Name of the Purchaser	:-	
2.	Flat Situated	:-	
3.	Flat No	:-	
4.	Area of the Flat		

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Partner



	a.	Covered Area	:-		
	b.	Super built Area	;-		
5.	Cos	st of the Flat	;-	Rs. /= only	
6. Boundary of the Flat		:-	North		

## SCHEDULE 'B' - FLOOR PLAN OF THE APARTMENT

# SCHEDULE 'C' - PAYMENT PLAN BY THE ALLOTTEE'

The mode of payment by the purchaser to the Developer / FIRST party will be in the following manner.

(i)	At the time of booking	Rs.		
(ii)	Next installment on or before	Rs.		
(iii)	Next installment on or before	Rs.		
(iv)	Next installment on or before	Rs.		
(v)	Next installment on or before	Rs.		
(v)	Balance amount is payable on or before reg (the total amount depends upon actual su building)		eta meneran kulu tana kulu 🗣 kandu meneran kulumbu kuluba 5 dan meneran kuluba dari salah s	

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