

AGREEMENT FOR SALE

**THIS AGREEMENT IS MADE ON THIS THE _____ day of _____
TWO THOUSAND AND TWENTY-THREE (2023).**

BY AND BETWEEN

MRS. SHITAL MITTAL (P. A. No. AIUPA8496Q)(Aadhaar No. 5975 5192 5269) W/O Mr. Hemant Kumar Mittal Hindu by Religion, Business by Occupation, Indian by Nationality, residing at 13 Park Location, M. V. Road, Kurseong, P.O. & P.S-Kurseong, Pin-734203, Dist. Darjeeling in the State of West Bengal, hereinafter called the "**OWNER/PROMOTER**" (which expression shall mean and include unless excluded by or repugnant to the context her heirs, executors, successors, legal representative, administrators and assigns) of the **FIRST PART**.

AND

"MARUTI HOMES" a Proprietorship firm, having its Office at 2nd Floor, Uttarapan Market Complex, Hill Cart Road, Siliguri, P.O & P.S-Pradhan Nagar, Dist. Darjeeling, Pin-734003, in the State of West Bengal, represented by its Proprietor **MRS. SHITAL MITTAL**(P. A. No. AIUPA8496Q)(Aadhaar No. 5975 5192 5269) W/O Mr. Hemant Kumar Mittal, Hindu by Religion, Citizen by Indian, Business by Occupation, residing at 13th Park Location, M.V. Road, Kurseong, P.O & P.S- Kurseong, Dist. Darjeeling, Pin-734203, in the State of West Bengal, hereinafter called the "**DEVELOPER/ CONFIRMING PATRY**"(which expression shall mean and include unless excluded by or repugnant to the context its proprietor, executors, successors, administrators, legal representatives and assigns as the case may be) of the **SECOND PART**.

AND

....., hereinafter called the "**ALLOTTEES**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his heirs, executors, administrators, successors-in-interest and permitted assigns) of the **THIRD PART**.

The Promoter and Allottees shall hereinafter collectively by referred to as the "parties" and individually as a "Party".

WHEREAS:**A.**

The above mentioned Owners of all that piece or parcel of land measuring 3(Three) Kathas, appertaining to R. S. Plot No. 266 corresponding to L. R. Plot No. 219, recorded in L. R. Khatian No. 1467, situated at Mouza-BARAGHARIA, J. L. No. 82, Pargana-Patharghata, Sheet No. 1, Police Station-Matigara, Addl. District Sub-Registry Office Siliguri-II at Bagdogra, District-Darjeeling, by virtue of Deed of Conveyance, recorded in Book No. I, CD Volume No. 0403- 2019, pages from 74417 to 74438, being Document No. 040303336, for the year 2019, registered executed by SRI JEEWAN CHAND SHARMA S/O Late Debi Dutt Sharma of Shagun Apartment, Gandhi Road, Darjeeling, P.O. Darjeeling, P.S - Sadar Thana, Dist-Darjeeling as a director of "NAHATA AQUA PRIVATE LIMITED" of 404, Ganga Apartment, Mangal Pandey Road, Khalpara, Siliguri-734005, P.O & P.S- Siliguri, Dist. Darjeeling (more fully and particularly mentioned, described, explained, enumerated, provided and given in the **SCHEDULE A (PART-II)** hereunder written and/or given and hereinafter referred to as the **PREMISES**).

AND WHEREAS Owners recorded the aforesaid land in their names in the record of rights at the Office of B. L. & L.R. O Shivmandir and shall ever since new L. R. Khatian, being Khatian No. 3066 was framed in the name of First Parties/Land Owner as per provision of W. B. L. R. Act 1955 & subsequently the First Parties/Land Owners also converted the classification of their respective shares of land from Rupni Danga to Commercial-Bastu, vide Conversion Cases, being Conversion Case No. CN/2019/0401/2352 in the name of Owner.

B.

WHEREAS thereafter the Owner prepared a plan for the development of their amalgamated land total measuring 3(Three) Kathas as per approved Plan for the Construction of (G+3) Four Residential Building on the aforesaid plot of land Vide a approved Building Plan being Plan registration no. 229 vide Order No. 172/MPS, dated 09/07/2021, approved by Matigara Panchayat Samity and named the said residential complex as "**MARUTI VIEW**".

- I. The said Premises and is earmarked for the purpose of building a residential Project comprising multi-storeyed apartment buildings and the said project shall be known as "**MARUTI VIEW**" with the object of using for any residential purpose and/or service apartments.
- II. The Developer is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Developer regarding the said land on which Project is to be constructed have been completed.

- III. The Matigara Panchayat Samity has granted the Commencement certificate to develop the project vide approval dated 09/07/2021.
- IV. The Developer has obtained the final layout plan, sanctioned plan, specifications and approvals for the Project and also for the apartment, plot or building plan vide **Sanction Building Plan No. 172/MPS, dated 09/07/2021.**
- V. The Developer agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with section 14 of THE REAL ESTATE (Regulation and Development) Act, 2016 and other laws as applicable.
- VI. The Developer shall register the Project under the provision of the Act with the Real Estate Regulatory Authority.
- VII. The Allottee(s) had applied for an Apartment in the Project vide application **No:** _____ dated _____ and has been allotted the **Apartment no:** _____ having Carpet Area of _____ **Square Meter** (equivalent to _____ **Square Feet**), corresponding to super built-up area of _____ **Square Meter** (equivalent to _____ **Square Feet**)] on _____ **floor** of the building along with **Parking Space** measuring _____ **sqmt** (equivalent to _____ **square feet**) in the Ground floor of the building named "**MARUTI VIEW**" as permissible under the applicable law and of pro rata share in the common areas .
- VIII. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein :
1. the Allottees have independently examined and verified or caused to be examined and verified, inter alia, the following and have fully satisfied themselves about the same:
 - 1.1 The Sanctioned Plans of the Buildings.
 - 1.2 The Carpet Area of the Said Apartment;
 - 1.3 The Specifications and common Portions of the Project; and
 - 1.4 The respective rights interest and entitlements of the Developer and the Allottees under this Agreement for Sale
- IX. 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.
- X. 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.

- XI.** In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between this Parties, the Developer hereby agrees to sell and the Allottees hereby agree to purchase the Flat & Parking space as specified in paragraph VII .

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 the Agreement, the Developer agrees to sell to the Allottees and the Allottees hereby agree to purchase the residential **Apartment along with a car parking space** as specified IN PARAGRAPH VII.

The Total Price for the [Apartment] based on the carpet area is **Rs. _____ /- (Rupees _____) only ("Total Price") (EXCLUDING GST)**

APARTMENT NO:	Total Cost of Apartment & Parking space.
FLOOR:	
Apartment Price (in rupees)	Rupees

That all the Registration expenses, GST or any other taxes by the authority shall be paid by the Allottee(s) separately.

Explanation:

- (i) The Total Price above includes the booking amount paid by the Allottees to the Developer towards the Apartment & parking space.
- (ii) The Total Price above excludes Taxes (consisting of Panchayat tax and khazana paid or payable by the Developer in connection with the construction of the Project payable by the Developer) up to 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 Allottees to the Developer shall be increased/reduced based on such change / modification.

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

- (iii) The Developer shall periodically intimate to the Allottees, the amount payable as stated in (i) above and the Allottees shall make payment within 30 (thirty) days from the date of such written intimation. In addition, the Developer shall provide to the Allottees 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 the Apartment & Parking space includes pro rata share in the Common Areas.

The Total Price is escalation-free, save and except increases which the Allottees hereby agree 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 Developer undertakes and agrees that while raising a demand on the Allottees for increase in development charges, cost/charges imposed by the competent authorities, the Developer shall enclose the said notification/order/rule/regulation to the effect along with the demand letter being issued to the Allottees, which shall only be applicable on subsequent payments.

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

The Developer may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottees by discounting such early payments for the period by which the respective installment has been proponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to any Allottees by the Developer.

It is agreed that the Developer Shall not make any additions and alteration 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 Allottees. Provided that the Developer may make such minor additions or alterations as may be required by the Allottees, or such minor changes or alterations as per the provisions of the Act.

The Developer shall confirm the final carpet area that has been allotted to the Allottees 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 Developer. If there is any reduction in the carpet area within the defined limit then Developer shall refund the excess money paid by Allottees 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 Allottees. If there is any increase in the carpet area allotted to Allottees, the Developer shall demand from the Allottees 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 Developer agrees and acknowledges, the Allottees shall have the right to the Apartment as mentioned below:

- (i) The Allottees shall also have undivided proportionate share in the Common Areas. Since the share/interest of Allottees in the Common Areas is undivided and cannot be divided or separated, the Allottees 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 Allottees 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 Developer shall convey undivided proportionate title in the common areas to the association of Allottees as provided in the Act.
- (ii) 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, in the common areas etc. and includes cost for providing all other facilities as provided within the Project.

It is made clear by the Developer and the Allottees agree that the Apartment shall be treated as a single individual unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the said Premises and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of all Allottees. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottees of the Project.

It is understood by the Allottees that all other areas and i.e. areas and facilities falling outside the Project, namely "**MARUTI VIEW**" 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 Developer 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 Developer 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 Developer agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefore by such authority or person.

The Allottees 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 Developer hereby acknowledges and the Allottees hereby agree to pay the remaining price of the Apartment & Parking space as prescribed in the Payment Plan as may be demanded by the Developer within the time and in the manner specified therein.

Provided that if the Allottees 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 Developer abiding by the construction milestones, the Allottees shall make all payments, on demand by the Developer, 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 **'Maruti Homes' Current A/C no. 36461488451** payable at **State Bank of India, Siliguri Branch, IFSC CODE: SBIN0000184, Siliguri.**

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

The Allottees, 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 hereof and all other applicable laws, including that of remittance of Payment acquisition/sale/transfer of immovable properties in India etc. and provide the Developer with such permission, approvals

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

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS

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

5. TIME IS ESSENCE

Time is of essence for the Developer as well as the Allottees. The Developer shall abide by the time schedule for completing the project and handing over the Apartment to the Allottees 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 Allottees 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 Developer as provided in Schedule C ("Payment Plan").

6. CONSTRUCTION OF THE PROJECT/APARTMENT

The Allottees has seen the specifications of the Apartment and accepted the Payment Plan, floor plans, layout plans which has been approved by the competent authority, as represented by the Developer. The Developer shall develop the Project

in accordance with the said layout plans, floor plans and specifications. Subject to the terms in the Agreement, the Developer undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the Matigara Panchayat Samity 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 Developer shall constitute a material breach of the Agreement.

7. POSSESSION OF THE APARTMENT

- 7.1 **Schedule for possession of the said Apartment:** The Developer agrees and understands that timely delivery of possession of the Apartment & Parking space is the essence of the Agreement. The Developer, based on the approved plans and specifications, assures to hand over possession of the Apartment & Parking space not later than **December'2024**.

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 Allottees agrees that the Developer shall be entitled to the extension of time of delivery of possession of the Apartment, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottees agrees and confirm that, in the event it becomes impossible for the Developer to implement the project due to Force Majeure Conditions, then this allotment shall stand terminated and the Developer shall refund to the Allottees the entire amount received by the Developer from the allotment within 45 days from that date. After refund of the money paid by the Allottees, Allottees agrees that he shall not have any rights, claims etc. against the Developer and that the Developer shall be released and discharged from all its obligations and liabilities under this Agreement.

- 7.2 **Procedure for taking possession-** The Developer, upon obtaining the occupancy certificate from the competent authority shall offer in writing the possession of the Apartment to the Allottees in terms of this Agreement to be taken within 3 (three) months from the date of issue of such notice and the Developer shall give possession of the Apartment to the Allottees. The Developer agrees and undertakes to indemnify the Allottees in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Developer. The Allottees agree(s) to pay the maintenance charges as determined by the Developer / association of Allottees, as the case may be. The Developer on its behalf shall offer the possession to the Allottees in writing within 2 (two) months of receiving the occupancy certificate of the Project.

- 7.3 **Possession by the Allottees** -After obtaining the occupancy certificate and handing over physical possession of the Apartment to the Allottees, it shall be the responsibility of the Developer 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.
- 7.4 **Cancellation by Allottees** - The Allottees will have the right to cancel / withdraw his allotment in the Project as provided in the Act. Provided that where the Allottees proposes to cancel / withdraw from the project without any fault of the Developer, the Developer herein is entitled to forfeit the booking amount paid for the allotment. The balance amount of money paid by the Allottees will be returned by the Developer to the Allottees within 45 days of such cancellation.
- 7.5 **Compensation** – The Developer shall compensate the Allottees 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 Developer fails to complete or is unable to give possession of the Apartment (i) in accordance with the terms of this Agreement, duly completed by the date specified herein; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Developer shall be liable, on demand to the Allottees, in case the Allottees 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 Allottees do not intend to withdraw from the Project, the Developer shall pay the Allottees 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 DEVELOPER

The Developer hereby represents and warrants to the Allottees as follows:

- (i) The Developer has absolute, clear and marketable title with respect to the said Premises; the requisite rights to carry out development upon the said Premises and absolute, actual, physical and legal possession of the said Premises for the Project;
- (ii) The Developer has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;

- (iii) There are no encumbrances upon the said Premises or the Project; [in case there are any encumbrances on the land provided 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 Premises, Project or the Apartment;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Premises and Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Developer has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Premises, Building and Apartment and common areas;
- (vi) The Developer 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 Allottees created herein, may prejudicially be affected;
- (vii) The Developer has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Premises, including the Project and the Apartment which will, in any manner, affect the rights of Allottees under this Agreement;
- (viii) The Developer confirms that the Developer is not restricted in any manner whatsoever from selling the Apartment & Parking space to the Allottees and the common areas to the Association of the Allottees;
- (ix) At the time of execution of the conveyance deed the Developer shall handover lawful, vacant, peaceful, physical possession of the Apartment & Parking space to the Allottees and the common areas to the Association of the Allottees;
- (x) The said Premises 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 said Premises;
- (xi) The Developer 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 Premises) has been received by or served upon the Developer in respect of the said Premises 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 Developer shall be considered under a condition of Default, in the following events;

- (i) Developer fails to provide ready to move in possession of the Apartment to the Allottees 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 respect;
- (ii) Discontinuance of the Developer'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 Developer under the conditions listed above, Allottees is entitled to the following;

- (i) Stop making further payments to Developer as demanded by the Developer. If the Allottees stops making payments, the Developer shall correct the situation by completing the construction milestones and only thereafter the Allottees be required to make the next payment without any penal interest;

Or

- (ii) The Allottees shall have the option of terminating the Agreement in which case the Developer shall be liable to refund the entire money paid by the Allottees 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 Allottees does not intend to withdraw from the project or terminate the Agreement, he shall be paid, by the Developer, interest at the rate specified in the Rules, for every month of delay till the handing over of the possession of the Apartment.

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

- (i) In case the Allottees fail to make payments for 3 (three) consecutive demands made by the Developer as per the Payment Plan annexed hereto, despite having been issued notice in the regard the Allottees Will be liable to pay interest to the Developer on the unpaid amount at the rate specified in the Rules.
- (ii) In case of Default by Allottees under the condition listed above continues for a period beyond consecutive month after notice from the Developer in this regard, the Developer shall cancel the allotment of the Apartment in favour of the Allottees and refund the amount money paid to him by the Allottees by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated.

10. CONVEYANCE OF THE SAID APARTMENT

The Developer, on receipt of complete amount of the Price of the Apartment & Parking space under the Agreement from the Allottees, shall execute a conveyance deed and convey the title of the [Apartment] together with proportionate indivisible share in the Common Areas within 3 (three) months from the issuance of the occupancy certificate. However, in case the Allottees 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 Allottees authorizes the Developer to withhold registration of the conveyance deed in their favour till full and final settlement of all dues and stamp duty and registration charges to the Developer is made by the Allottees. The Allottees will be solely responsible and liable for compliance of the provisions of the 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 Developer shall be responsible to provided and maintain essential services in the Project till the taking over of the maintenance of the project by the association of the Allottees.

The Allottee(s) shall be liable to pay proportionate cost of Electric transformer to the Developer. That the Vendor shall provide Electric Transformer in the Complex and the Allottee(s) shall obtain his/her individual Electric connection by depositing the required Security Deposit.

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 Developer as per the agreement for sale relating to such development is brought to the notice of the Developer within a period of 5 (Five) years by the Allottees from the date of handing over possession, it shall be the duty of the Developer to rectify such defects without further charge, within 30 (thirty) days, and in the event of Developer's failure to rectify such defects within such time, the aggrieved Allottees will be entitled to receive appropriate compensation in the manner as provided under the Act.

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

The Allottees hereby agree to purchase the Apartment on the specific understanding that their 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 Allottees of all their 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 Developer / maintenance agency / association of Allottees will have rights of unrestricted access of all Common Areas, garages / closed parking's and parking. Spaces for providing necessary maintenance services and the Allottees agrees to permit the association of Allottees and/or maintenance agency to enter into the Apartment or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

15. **USAGE**

Use of Service Areas: The service areas, if any, as located within the "**MARUTI VIEW**" (project name), shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms fire fighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Allottees will not be permitted to use the services areas whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the association of Allottees formed by the Allottees for rendering maintenance services.

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

Subject to Clause 12 above, the Allottees shall, after taking possession, be solely responsible to maintain the Apartment at their own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Apartment, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or changes or alter or make additions to the Apartment and keep the Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized. The Allottees further undertake, assure and guarantee that they would not put any sig-board / name-plate, neon light, publicity material or advertisement material etc. on the face / faced of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottees will also not change the colour scheme of the outer walls or painting of the exterior side or the windows or carry out any change in the exterior elevation or design. Further the Allottees shall not store and hazardous or combustible goods in the Apartment or place any heavy material in the common passages or staircase of the Building. The Allottees will plan and distribute its electrical load in conformity with the electrical systems installed by the Developer and thereafter the association of Allottees and / or maintenance agency appointed by association of Allottees. The Allottees shall be responsible for any loss or damages arising out of breach of any or the aforesaid conditions.

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

The Allottees are entering into this Agreement for the allotment of an Apartment & Parking space with the full knowledge of all laws, rules, regulations, notifications applicable to the Project in general and this project in particular. That the Allottees hereby undertake that they shall comply with and carry out, from time to time after they have 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 their own cost.

18. **ADDITIONAL CONSTRUCTIONS**

The Developer 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 Developer executes this Agreement he shall not mortgage or create a charge on the 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 Allottees who have taken or agreed to take such Apartment/Building.

20. **APARTMENT OWNERSHIP ACT**

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

21. **BINDING EFFECT**

Forwarding this Agreement to the Allottees by the Developer does not create a binding obligation on the part of the Developer or the Allottees until, firstly, the Allottees sign 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 Allottees and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Developer. If the Allottees fail to execute and deliver to the Developer this Agreement within 30 (thirty) days for the date of its receipt by the Allottees and/or appear before the Registrar/Sub-Registrar /registrar of Assurance for its registration as and when intimated by the Developer, then the Developer shall serve a notice to the Allottees for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottees, application of the Allottees shall be treated as cancelled and all sums deposited by the Allottees in connection therewith including the booking amount shall be returned to the Allottees 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, 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 SUBSEQUENT ALLOTTEE**

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

25. **WAIVER NOT ALIMITATION TO ENFORCE**

The Developer may, at its sole option and discretion, without prejudice to its rights as set out in the Agreement, waive the breach by the Allottees 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 Allottees that exercise of discretion by the Developer in the case of one Allottees shall not be construed to be a precedent and / or binding on the Developer to exercise such discretion in the case of other Allottees. Failure on the part of the Developer to reinforce 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 reasonable 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 Allottees have to make any payment, in common with other Allottees (s) in Project, the same shall be the proportion which the carpet area of the Apartment bears to the total carpet area of all the Apartments in the Project.

28. **FURTHER ASSURANCES**

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

29. **PLACE OF EXECUTION**

The execution of this Agreement shall be completed only upon its execution by the Developer through its authorized signatory at the places which may be mutually agreed between the Developer and the Allottees, at Siliguri after the Agreement is duly executed by the Allottees and the Developer or simultaneously with the execution the said Agreement shall be registered at any of the jurisdiction of the Sub-Registrar/Registrar of the Concerned Registering Authority this Agreement shall be deemed to have been executed.

30. **NOTICES**

That all notices to be served on the Allottees and the Developer as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottees or the Developer by Registered Post at their respective addresses specified below:

ALLOTTEES'S NAME:

DEVELOPERS NAME:

“Maruti Homes”

Office at: 2nd Floor,

Uttarapan Market Complex,

Hill Cart Road, Siliguri. Pin: 734003

It shall be the duty of the Allottees and the Developer 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 Developer or the Allottees, as the case may be.

31. **JOINT ALLOTTEES**

That in case there are Joint Allottees all communications shall be sent by the Developer to the Allottees whose name appears first and at the address given by them 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 amicable by mutual discussion, failing which the same shall be settled through the Adjudicating Officer appointed under the Act.

34. That the Allottees shall execute and register the Agreement for Sale as per norms of the RERA Rules and in case the Allottees express their desire to assign the said Flat/unit to any other third person or persons then the Developer shall acknowledge the same and register the necessary documents to allocate the said flat/unit to the proposed Allottees against the charge of the fees under the head of reallocation charge amounting to – not applicable - of the cost of the apartment which the present Allottees shall be duty bound to clear before execution and registration of the assignment documents.

SCHEDULE- A

All that piece or parcel of vacant land measuring **3(Three)** Kathas, appertaining to R. S. Plot No. **266** corresponding to L. R. Plot No. **219**, recorded in L. R. Khatian Nos. **3066**, situated at Mouza-**BARAGHARIA**, J. L. No. **82**, Pargana- Patharghata, Sheet No. 1, Police Station- Matigara, Addl. District Sub- Registry Office Siliguri-II at Bagdogra, District-Darjeeling.

The said land is butted & bounded as follows:-

By the North : Complex Plot no. C-11.

By the South : Complex Plot no. C- 13.

By the East : Complex Plot no. C- 3.

By the West : 18 Ft. wide Non Metal Complex Road

SCHEDULE-B

(Residential Flat Space hereby Sold)

One Residential Flat, being **Flat No.** _____, having Carpet Area of _____ **Square Meter** (equivalent to _____ **Square Feet**), corresponding to super built-up area of _____ **Square Meter** (equivalent to _____ **Square Feet**) on _____ **floor** of the building in the Ground floor of the building named "**MARUTI VIEW**" including the common proportionate area and together with proportionate undivided share in the Schedule-"A" land including the right of common usage with the Vendors and/or other similar Purchaser of corridor, staircase, passage, ways, shafts, and other facilities for common use with other concerned.

SCHEDULE-C**PAYMENT PLAN**

That the payment of the consideration amount of the Schedule 'C' property shall be as follows: -

Sl no.	Payment Schedule		
1	Booking amount	At the time of booking	Rs. 1,00,000/-
2	1st Installment	within 15 days of booking	20% of Agreement Value including Booking Amount
3	2nd Installment	Casting of ground floor	15% of Agreement Value
4	3rd Installment	Casting of 1st floor	15% of Agreement Value
5	4th Installment	Casting of 2nd floor	10% of Agreement Value
6	5th Installment	Casting of 3rd floor	10% of Agreement Value
7	6th Installment	Commencement of brick wall	10% of Agreement Value
8	7th Installment	Commencement of plastering	10% of TSP
9	8th Installment	Commencement of flooring	5% of TSP
10	9th Installment	On possession	5% of TSP

SCHEDULE-"D"**(Common Provisions and Utilities)**

1. Stair case, and stair case landing on all floors.
2. Common entry on the Ground Floor.
3. Water pump, water tank, water pipes & common plumbing installation.
4. Drainage and Sewage
5. Common Toilet.
6. Boundary wall and main gate in entrance.
7. Common Lighting system of the building.
8. Such other common parts, areas and equipments, installations, fixtures and fittings and spaces in or about the said building as are necessary for passage to the user and occupancy of the unit in common and such other common facilities as may be prescribed from time to time and excluding roof, terrace and common space and common appurtenance but including right of common usage with the Vendor and/or other similar Purchasers of corridor, staircase, Passage, ways, shafts and other facilities for common use with other concerned.

SCHEDULE –‘E’**(Specifications of the flat)**

- Super Structure: RCC Framed structure.
- Walls : Brick masonry /AAC Blocks with wall putty & Primer finish.
- External : 2 Coats of Weather shield paint over cement primer.
- Flooring & Finish : Vitrified tiles in living, dining, kitchen,& all bed rooms. Anti skid tiles in toilet.
- Granite kitchen slab with stainless steel sink. Dado 2 feet height above kitchen counter.
- Ceramic tiles in toilet walls up to door height.
- Electricals : Concealed wiring with modular switches of reputed brands. AC point in master bedroom and common bedroom.
- Sanitary & plumbing: Sanitary wares & CP fittings of reputed brands.
- Doors : Frame with laminated flush/paneled main entrance door & all other flush doors.
- Windows : Anodized / powder coated aluminium sliding window with clear glass.

SCHEDULE “F”**(COMMON AREA)**

- Lobby / Passage : Vitrified tiles.
- Staircase : Granite / Marble
- Car parking : Parking tiles.

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

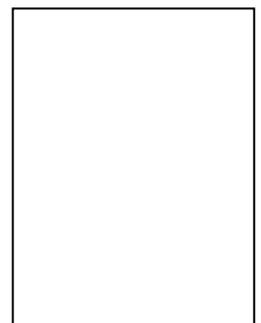
SIGNED AND DELIVERED BY THE WITHIN NAMED

Allottees:

Signature _____

Name –

Address: _____



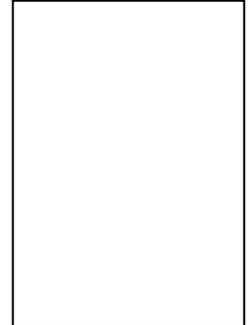
SIGNED AND DELIVERED BY THE WITHIN NAMED

Promoter:

(1) Signature _____

Name - _____

Address ; _____



On _____ DAY OF _____ '2023, in the presence of:

WITNESSES:

(1) Signature _____

Name _____

Address : _____

(2)Signature _____

Name _____

Address _____,