

**AGREEMENT FOR SALE**

**THIS AGREEMENT IS MADE ON THE ..... DAY OF  
....., 2023**

**BETWEEN**

**EMBEE DREAMWORLD PRIVATE LIMITED** (PAN:- **AAGCM5546G**), a company duly incorporated under the Companies Act, 1956, having CIN U45100WB2010PTC149616, having its registered office at Unit No. 2, 5<sup>th</sup> Floor, 6, Lyons Range, Post Office- General Post Office, Police Station- Hare Street, Kolkata- 700 001, hereinafter referred to as the **VENDOR/FIRST PARTY** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor or successors in interest and assigns) of the **ONE PART**, represented by its Constituted Attorney **SRI SHYAM AGARWAL** (PAN:- **AQQPA2164F**), S/o Late Begraj Agarwal, residing at Shanti Ware Housing Corporation, Prakash Nagar, Salugara, 3 Mile, Ward No. 42, Siliguri (M. Corp), Jalpaiguri, Sevoke Road, West Bengal-734008, P.O. Salugara, P.S. Bhaktinagar, District-Jalpaiguri in the state of West Bengal by virtue of a General Power of Attorney and the same was duly registered at the Office of the Additional District Sub-Registrar, Siliguri-II at Bagdogra and registered in Book No. I, Volume No. 0403-2018, Page from 119897 to 119920, being document No. 040305757 for the year 2018, supported by virtue of a Deed of Declaration registered at the office of Additional District Sub-Registrar, Siliguri-II at Bagdogra and registered in Book No. IV, Volume No. 0403-2022, Page from 7557 to 7571, being document No. 040300484 for the year 2022.

**AND**

**[If the Purchaser is a company]**

\_\_\_\_\_, (CIN no. \_\_\_\_\_) a company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], having its registered office at \_\_\_\_\_, (PAN \_\_\_\_\_), represented by its authorized signatory \_\_\_\_\_, (Aadhar no. \_\_\_\_\_) duly authorized *vide* board resolution dated \_\_\_\_\_, hereinafter referred to as the “*Purchaser*” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, executors, administrators and permitted assignees).

[OR]

**[If the Purchaser is a Partnership]**

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

[OR]

**[If the Purchaser is an Individual]**

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

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

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**REALM CONSTRUCTION (PAN - AAXFR9077R)**, a partnership firm carrying on business at Shanti Warehousing Corporation, Sevoke Road, Prakash Nagar, Police Station-Bhaktinagar, Post Office-Salugara, Siliguri-734008, represented by its Partner **SRI SHYAM AGARWAL (PAN:- AQQPA2164F)**, S/o Late Begraj Agarwal, Shanti Ware Housing Corporation, Prakash Nagar, Salugara, 3 Mile, Ward No. 42, Siliguri (M. Corp), Jalpaiguri, Sevoke Road, West Bengal-734008, P.O. Salugara, P.S. Bhaktinagar, District-Jalpaiguri in the state of West Bengal ---- hereinafter referred to as the ‘**DEVELOPER/CONFIRMING PARTY**’(which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, executors, administrators and permitted assignees, including those of the respective partners)of the **OTHER PART**.

The Vendor and Purchaser/Purchasers and Developer shall hereinafter collectively be referred to as the “**Parties**” and individually as a “**Party**”.

**A. WHEREAS** Owner hereof **EMBEE DREAMWORLD PRIVATE LIMITED** acquired a piece and parcel of land measuring 2 Acre appertaining to and forming part of R.S. Plot No. 35 corresponding to L.R. Plot No. 83 & 84, recorded in R.S. Khatian No. 19 corresponding to L.R. Khatian No. 92, 1337, 3319, 3320, 3321, 3322, 3323, 3324 & 3325 of Mouza – Kawakhari in the District of Darjeeling by virtue of registered Deed of Conveyance duly executed jointly by **MANJU GHOSH & 7 OTHERS** and registered at the office of the Sub-Registrar, Siliguri-II at Bagdogra and recorded in Book No. I, Volume No. 0403-2016, Pages 116635 to 116674, being Document No. 040305550 for the year of 2016.

**AND WHEREAS** abovenamed Owner hereof **EMBEE DREAMWORLD PRIVATE LIMITED** also acquired a piece and parcel of land measuring 0.39 Acre appertaining to and forming part of R.S. Plot No. 35 corresponding to L.R. Plot No. 101, recorded in R.S. Khatian No. 19 corresponding to L.R. Khatian No. 92, 3319, 3320, 3321, 3322, 3323, 3324 & 3325 of Mouza – Kawakhari in the District of Darjeeling by virtue of registered Deed of Conveyance duly executed jointly by **MANJU GHOSH & 6 OTHERS** and registered at the office of the Sub-Registrar, Siliguri-II at Bagdogra and recorded in Book No. I, Volume No. 0403-2016, Pages 117398 to 117435, being Document No. 040305551 for the year of 2016.

**AND WHEREAS** abovenamed Owner hereof **EMBEE DREAMWORLD PRIVATE LIMITED** also acquired a piece and parcel of land measuring 0.04 Acre appertaining to and forming part of R.S. Plot No. 34 & 35 corresponding to L.R. Plot No. 99, recorded in R.S. Khatian No. 19 corresponding to L.R. Khatian No. 92, 3319, 3320, 3321, 3322, 3323, 3324 & 3325 of Mouza – Kawakhari in the District of Darjeeling by virtue of registered Deed of Conveyance duly executed jointly by **MANJU GHOSH & 6 OTHERS** and registered at the office of the Sub-Registrar, Siliguri-II at Bagdogra and recorded in Book No. I, Volume No. 0403-2016, Pages 118229 to 118265, being Document No. 040305548 for the year of 2016.

**AND WHEREAS** abovenamed Owner hereof **EMBEE DREAMWORLD PRIVATE LIMITED** also acquired a piece and parcel of land measuring 0.695 Acre appertaining to forming Part of R.S. Plot No. 25 corresponding to L.R. Plot No. 81, 82 & 102, recorded in R.S. Khatian No. 20/1 corresponding to L.R. Khatian No. 40 of Mouza – Kawakhari in the District of Darjeeling by virtue of a deed of conveyance executed by **SUTAPA ROY & 8 OTHERS** and registered at the office of the Additional District Sub Registrar, Siliguri-II at Bagdogra and recorded in Book No. I, Volume No. 0403-2016, Pages 117351 to 117397, being document NO. 040305547 for the year 2016.

**AND WHEREAS** above named Owner hereof **EMBEE DREAMWORLD PRIVATE LIMITED** also acquired a piece and parcel of land measuring 4.7 Decimal appertaining to forming Part of R.S. Plot No. 35 corresponding to L.R. Plot No. 101, recorded in R.S. Khatian No. 19 corresponding to L.R. Khatian No. 2954 of Mouza-Kawakhari in the District of Darjeeling by virtue of a deed of Exchange executed by **MRINAL KANTI BAGCHI** and registered at the office of the Additional District Sub Registrar, Siliguri-II at Bagdogra and recorded in Book No. I, Volume No. 0403-2016, Pages 125015 to 125032, being document No. 040305964 for the year 2016.

**B. AND WHEREAS** possessing the aforesaid landed property abovenamed Vendor/First Party hereof **EMBEE DREAMWORLD PRIVATE LIMITED** duly mutated its name at the office of B.L.& L.R.O., Matigara and got L.R. Khatian No. 3409 in its name.

**C. AND WHEREAS** abovenamed **EMBEE DREAMWORLD PRIVATE LIMITED** also got its land converted from Rupni to Bastu, recorded in L.R. Khatian No. 3409 in respect of L.R. Plot No. 81 (0.13 Acre), 82 (0.43 Acre), 83 (0.13 Acre), 84 (1.87 Acre), 101 (0.44 Acre) & 102 (0.09 Acre), Situated within Mouza- Kawakhari Gourcharan, J.L. No. 72, Pargana- Patharghata, under Gram Panchayat Area, P.S. Matigara in the district of Darjeeling vide Order No. 124/DLLRO/DJ/17 Dated 28.04.2017 of the D.L. & L.R.O, Darjeeling.

**D.** The vendor hereof **EMBEE DREAMWORLD PRIVATE LIMITED** had got the Building Plan approved from Matigara Panchayat Samity, P.O. Kadatala, District-Darjeeling vide Order No. 103/MPS/Planning Dated 05/03/2021 for a Block-1 (LG+UG+IV) Six Storied Commercial Building and Block-2 (B+G+XII) Fourteen Storied Residential Building on land measuring 3.125 Acre as more particularly described in the Schedule “A” below.

**E.** The Matigara Gram Panchayat has also granted the Land Use Certificate to Vendor hereof **EMBEE DREAMWORLD PRIVATE LIMITED** to Develop the Project vide Memo No. **219/MPS/Planning** dated 29.05.2019.

**F. AND WHEREAS** the First Party above named being desirous of constructing a multi-storied Building or block by block-wise separate Commercial and Residence Building for purpose of Assigning them on ownership basis to various intending customers/buyers on the aforesaid land but not being in a position to put their contemplation and scheme into action due to shortage of lack of experience, were in search of a developer who could construct the Commercial and Residential Building for mutual benefit.

**G. AND WHEREAS** the **DEVELOPER** hereof **REALM CONSTRUCTION** and its Partner are a bona-fide and renowned developer/Promoter/Contractor/ Builder having experience in design and construction and adequate resources of finance in construction of multistoried building and has got standing goodwill and reputation to collect/ advance/ securities during the tenure of construction.

**H. AND WHEREAS** the First Party came to know about the credential of the Developer, the First Party approaches the Developer to construct a Multistoried residential Apartment on the Scheduled – A land either building wise/block wise on the basis of the map approved by the competent authority or as to be mutually agreed upon by both the parties taking into account or consideration the maximum utility of the land. The Developer shall do all such construction from its own resources, efforts and endeavors and shall recover the investment cost by selling/leasing the construction blocks/building/utility areas/common spaces to the intending buyers/Allottees/Purchaser/ company's/organizations/ co-operatives and/or as deemed fit from its allocated share.

**I. AND WHEREAS** to avoid future disputes and misunderstandings the First Party and the Developer hereof enter into a development agreement containing mutually agreed terms and conditions as laid down in the **DEVELOPMENT AGREEMENT** registered at the office of Additional District Sub-Registrar, Siliguri-II at Bagdogra and Recorded in Book No. I, Volume No. 0403-2018, Pages 116253 to 116309, Being Document No. 040305668 for the year 2018, Supported by a Deed of Declaration registered at the office of Additional District Sub-Registrar, Siliguri-II at Bagdogra and Recorded in Book No. \_\_\_\_, Volume No. 0403-2023, Pages to , Being Document No. for the year 2023.

**J. AND WHEREAS** the First Party vide a Power of Attorney registered at the office of Additional District Sub-Registrar, Siliguri-II at Bagdogra empowered **SRI SHYAM AGARWAL** S/o Late Bagraj Agarwal Partner to execute Assignment agreement, Deeds, Declaration, Affidavit in the name of the First Party and the Developers to assign and allot or dispose of the said property or part thereof including the built-up area constructed on the scheduled A land and to receive advance/Sale consideration /token fees and other consideration amount from the Purchaser.

**K.** The Said Land is earmarked for the purpose of a construction of Commercial Building in Block-1 and Residential Building in Block-2, comprising of multistoried apartment buildings and the said project shall be known as ‘BEGRAJ PRAKRITI’;

**L.** The Vendor and the Developer thereof started inviting offers from intending buyers to purchase their premises and thereof the Purchaser herein offered to buy the below scheduled B property.

**M.** The Vendor and Developer herein have decided or agreed to sell and the Purchaser/s herein have agreed to purchase One \_\_\_\_\_ Premises having measuring **WB-RERA Carpet Area: \_\_\_\_\_ Sq. Ft., Built up Area including Balcony: \_\_\_\_\_ Sq. Ft. & Super Built-up Area: \_\_\_\_\_ Sq. Ft.** being No. \_\_\_\_\_, situated at \_\_\_\_\_ Floor of Wing \_\_\_\_\_ together with One Covered parking/Garage (Four Wheeler/Two Wheeler) Space at Ground/ Basement Floor of the Complex named & designed as ‘**BEGRAJ PRAKRITI**’, as permissible under the applicable law and of pro rata share in the common areas (“**Common Areas**”) as defined under clause (n) of Section 2 of the Act.

**N.** The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein.

**O.** 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.

**P.** 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.

**Q.** In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Vendors and Developer hereby agrees to sell and the Purchaser/s hereby agrees to purchase the Residential Flat Space and the Covered Parking (Two Wheeler or Four Wheeler) as specified in **Para M.**

**NOW THEREFORE**, in consideration of the mutual representations, covenants, assurances, promises and agreements contained herein and other good and valuable consideration, the Parties agree as follows:

**1. TERMS:**

Subject to the terms and conditions as detailed in this Agreement, the Vendor/Developer agrees to sell to the Purchaser/s and the Purchaser/s hereby agrees to purchase, the Residential Flat Space and the Covered Parking (Two Wheeler & Four Wheeler) as specified in **Para M.**

The Total Consideration payable by the Purchaser to the Vendor/Developer for the purchase of Residential Flat at **Rs. \_\_\_\_\_/- ( \_\_\_\_\_ )** only for being **Flat** No. \_\_\_\_\_, at \_\_\_\_\_ **Floor** of Wing \_\_\_\_\_ together with One Covered parking (Four-Wheeler/Two-Wheeler of the Complex named & designed as ‘**BEGRAJ PRAKRITI**’.

Explanation:

- a. The Total Price above includes the booking amount paid by the Purchaser to the developer towards the Residential Flat Space and the Covered Parking (Two Wheeler & Four Wheeler) if any.

- b. The Total Price above excludes Taxes (consisting of tax paid or payable by the Purchaser by way of Value Added Tax, Service Tax, GST and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the developers).

Provided that in case there is any change / modification in the taxes, the subsequent amount payable by the Purchaser to the Developer shall be increased based on such change / modification.

- c. The Developer shall periodically intimate to the Purchaser, the amount payable as stated in (i) above and the Purchaser shall make payment within 30 (thirty) days from the date of such written intimation. In addition, the Developer shall provide to the Purchaser 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.
- d. The Total Price of Schedule B Property includes: 1) *pro rata* share in the Common Areas;

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

The Purchaser(s) 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 Purchaser by discounting such early payments. The provision for allowing rebate shall and such rate of rebate shall not be subject to any revision/ withdrawal by the Developer, if the Purchaser fail(s) to make payments of timely installments for 02 (two) consecutive times.

Subject to Clause 9.3 the Vendor/Developer agrees and acknowledges, the Purchaser shall have the right to the Residential Flat Space and the Covered Parking (Two-Wheeler & Four-Wheeler) as mentioned below:

- e. The Purchaser shall have exclusive Vendor ship of the Schedule B Property.
- f. The Purchaser shall also have undivided proportionate share in the Common Areas. Since the share / interest of Purchaser in the Common Areas is undivided and cannot be divided or separated, the Purchaser shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. Further, the right of the Purchaser to use the Common Areas shall always be subject to the timely payment of maintenance charges and other charges as applicable. It is clarified that the Vendor/Developer shall convey undivided proportionate title in the common areas to the association of Purchasers as provided in the Act.

- g. That the computation of the price of the Schedule B Property includes recovery of price of land, construction of [not only the Residential Flat Premises 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.

The Vendor/Developer agrees to pay all outgoings before transferring the physical possession of the Schedule B Property to the Purchasers, which it has collected from the Purchasers, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the project). If the Vendor/Developer fails to pay all or any of the outgoings collected by it from the Purchasers or any liability, mortgage loan and interest thereon before transferring the Building to the Purchasers, the Vendor/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 Purchaser has paid a sum of **Rs -----/- (-----)** **Only** by way of account payee Cheque vide Cheque No.-----, Dated -----of ---- Bank and in favour of the Developer Partnership Firm as booking amount being part payment towards the Total Price of the ----- at the time of application the receipt of which the Vendors hereby acknowledges and the Purchaser hereby agrees to pay the remaining price of the Schedule B Property 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 Purchaser 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 Vendor/Developer abiding by the construction milestones, the Purchaser 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 '**REALM CONSTRUCTION COLLECTION ACCOUNT**' payable at Siliguri.

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

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

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

#### **4. ADJUSTMENT/APPROPRIATION OF PAYMENTS**

The Purchaser authorizes the Developer 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 Developer may in its sole discretion deem fit and the Purchaser undertakes not to object/demand/direct the Vendor/Developer to adjust his/her/their/its payments in any manner.

#### **5. TIME IS ESSENCE**

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

#### **6. CONSTRUCTION OF THE PROJECT/ BUILDING**

**UNDERSTANDING THE PROCESS OF CONSTRUCTION:** The whole project consists of 4 Building Blocks of Residential Units and 1 Building Block of Commercial/Official Units and the construction of the whole project is sub-divided into 4 Phases and 1<sup>ST</sup> PHASE which is subject matter of this Agreement, consists of 2 Residential Block namely WING-C & WING-D wherein total number of residential flats will be 168 of which the construction has already been initiated and the construction completion schedule of which is due on 2026.

That it is further agreed by the Purchaser/s that 6 Month Period shall be extended for this Phase after the Completion Date due to circumstances or any uncertain delay apart from Force Majeure.

That it is further agreed by the Purchaser/s and have no objection if the Vendor/Developer think fit to revise or revalidate the Plan of the Specific Phase where no booking amount and/or any Agreement have been executed. It is also further agreed that the purchaser have no objection if the Vendor and Developer thinks fit to revise any condition or terms among themselves which does not affect any right of the Purchaser/s

The That irrespective of the other phases of construction, the whole project is considered as one standalone project and the construction process is divided into phases merely for the developer's ease to promptly complete the whole project in a planned manner and the Purchaser hereof understands the same and agrees to co-operate and not hinder with respect to the construction process.

Since the project is to be constructed in a phased manner, it does not limit the access of common amenities and Parking (2-wheeler/4-wheeler) Spaces provided in the project to purchaser only in that particular phase. Rather it should be understood that the whole project is one irrespective of the phases in which it is being constructed and thus all the common amenities are to be enjoyed by all the purchaser/s and when it is completed and handed over irrespective of the purchases made. It is hereby agreed and understood by the Purchaser/s that that Parking Space, if any Purchased by the Purchaser/s can be allotted in any place in any Block of the Project.

The Purchaser has booked Flat No. \_\_\_\_\_, Floor \_\_\_\_\_ of Wing \_\_\_\_\_ which is part of **1<sup>st</sup> Phase of the project.**

The Purchaser has seen the specifications of the Building and accepted the Payment Plan, floor plans, layout plans [annexed along with this Agreement] which has been approved by the competent authority, as represented by the Vendor/Developer. The Vendor/Developer shall develop the Project in accordance with the said layout plans, floor plans and specifications. Subject to the terms in this Agreement, the Vendor/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 and shall not have an option to make any variation/alteration/modification in such plans, other than in the manner provided under the Act, and breach of this term by the Vendor/Developer shall constitute a material breach of the Agreement.

That the Purchaser agrees that Vendor/Developer hereof shall have every right to allot a Space within the project or elsewhere as required by any Government authority such as Fire Department, Electricity Department for the purpose of Sub-Station or for setting of their Transformer or other machinery/instrument from the Schedule A Property for which Purchaser/s shall not be entitled to raise any objection in this regard. It is to be understood that any government employee of the Authority as mentioned above or any other Government Body shall have the right for ingress and egress to the Project **BEGRAJ PRAKRITI** without any prior permission.

## **7. POSSESSION OF THE BUILDING/PLOT**

**Schedule for possession of the said Building:** The Vendor/Developer agrees and understands that timely delivery of possession of the building is the essence of the Agreement. The Vendor/Developer, based on the approved plans and specifications, assures to hand over possession of the 1<sup>st</sup> Phase of the Building by 2026 unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake, pandemic, lockdown or any other calamity caused by nature affecting the regular development of the real estate project (“**Force Majeure**”). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Purchaser/s agrees that the Vendor/Developer shall be entitled to the extension of time for delivery of possession of the building, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Purchaser/s agrees and confirms that, in the event it becomes impossible for the Vendor/Developer to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Vendor/Developer shall refund to the Purchaser/s the entire amount received by the Developer from the allotment within 45 days from that date. After refund of the money paid by the Purchaser/s, Purchaser/s agrees that he/she/they/it shall not have any rights, claims etc. against the Vendor/Developer and that the Vendor/Developer shall be released and discharged from all its obligations and liabilities under this Agreement.

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

**Failure of Purchaser/s to take Possession of Schedule “B” Property:** Upon receiving a written intimation from the Vendor/Developer, the Purchaser/s shall take possession of the Schedule “B” Property from the Vendor/Developer by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Vendor/Developer shall give possession of the Schedule “B” Property to the Purchaser/s. In case the Purchaser/s fails to take possession within the time provided, such Purchaser/s shall continue to be liable to pay maintenance charges as applicable.

**Possession by the Purchaser/s** - After obtaining the occupancy certificate and handing over physical possession of the Schedule “B” Property to the Purchaser/s, it shall be the responsibility of the Vendor/Developer to hand over the necessary Copy of documents and plans, including common areas, to the association of the Purchaser/s or the competent authority, as the case may be, as per the local laws.

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

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

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

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

## **8. REPRESENTATIONS AND WARRANTIES OF THE VENDOR**

The Vendor/Developer hereby represents and warrants to the Purchaser/s as follows:

- (i) The Vendor has absolute, clear and marketable title with respect to the said Land; the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project.
- (ii) The Vendor has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project.
- (iii) There are no encumbrances upon the said Land or the Project.
- (iv) There are no litigations pending before any Court of law with respect to the said Land, Project or the Building.
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Building are valid and subsisting and have been obtained by following due process of law. Further, the Vendor 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 Schedule “B” Property and common areas.

- (vi) The Vendor has the right to enter into this Schedule “B” Property and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Purchaser/s created herein, may prejudicially be affected.
- (vii) The Vendor has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Land, including the Project and the said Building which will, in any manner, affect the rights of Purchaser/s under this Agreement.
- (viii) The Vendor confirms that the Vendor/Developer is not restricted in any manner whatsoever from selling the said Schedule “B” Property to the Purchaser/s in the manner contemplated in this Schedule “B” Property.
- (ix) At the time of execution of the conveyance deed the Vendor/Developer shall handover lawful, vacant, peaceful, physical possession of the Schedule “B” Property to the Purchaser and the common areas to the Association of the Purchaser/s.
- (x) The Schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Schedule Property.
- (xi) The Vendor has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities till the Completion of the Specific Phase.
- (xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Vendor in respect of the said Land and/or the Project.

## **9. EVENTS OF DEFAULTS AND CONSEQUENCES**

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

a. Vendor/Developer fails to provide ready to move in possession of the Schedule “B” Property to the Purchaser within the time period specified. For the purpose of this clause, 'ready to move in possession' shall mean that the Schedule “B” Property shall be in a habitable condition which is complete in all respects.

b. 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 there under.

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

a. Stop making further payments to Vendor/Developer as demanded by the Vendor/Developer. If the Purchaser/s stops making payments, the Vendor/Developer shall correct the situation by completing the construction milestones and only thereafter the Purchaser/s be required to make the next payment without any penal interest.

b. The Purchaser/s shall have the option of terminating the Agreement in which case the Vendor/Developer shall be liable to refund the entire money paid by the Purchaser/s under any head whatsoever towards the purchase of the Schedule "B" Property, along with interest at the rate specified in the Rules within forty-five days of receiving the termination notice.

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

**9.3** The Purchaser/s shall be considered under a condition of Default, on the occurrence of the following events:

a. In case the Purchaser/s fails to make payments for 3 (Three) consecutive demands made by the Vendor/Developer as per the Payment Plan annexed hereto, despite having been issued notice in that regard the Purchaser shall be liable to pay interest to the Vendor/Developer on the unpaid amount at the rate specified in the Rules.

b. In case of Default by Purchaser/s under the condition listed above continues for a period beyond consecutive 3 (Three) months after notice from the Vendor/Developer in this regard, the Vendor/Developer shall cancel the allotment of the building in favor of the Purchaser/s and refund the amount money paid to him/her/their/it by the Purchaser/s by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated.

## **10. CONVEYANCE OF THE SAID SCHEDULE "B" PROPERTY**

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

## **11. MAINTENANCE OF THE SCHEDULE “B” PROPERTY**

Each Purchaser/s shall make payment for a maintenance fund (i.e., an amount equivalent to 24 [twenty-four] months’ maintenance fund in advance) at the time of purchasing a Schedule B Property in the Project. The maintenance charge shall be Rs. 2 (Two) per Sq. Ft. on Super Built Up Area as specified in Schedule B Property, the aforesaid Maintenance Charge is exclusive of Total Amount Payable for the Schedule B Property. The Vendor/Developer shall have the right to utilize the said advance maintenance fund in order to provide essential maintenance services in the Project till the time an association of Purchasers is formed. Adjustment from the advance maintenance fund shall commence from the date of peaceful handover of physical possession of the Schedule B Property in the Project to the Purchaser, or from the date of registration of the said space/ unit or from the date of the completion certificate (whichever is earlier). Further, if handover of the maintenance services in the Project is given to such Association by the Vendor/s, then the balance advance maintenance fund (if any) shall be promptly transferred to the Association. It is clarified that no Common Expenses/ Maintenance Charges shall be payable by the Vendor/Developer towards the unsold flats of the Said Complex.

## **12. DEFECT LIABILITY**

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Vendor/Developer as per the agreement for sale relating to such development is brought to the notice of the Vendor/Developer within a period of 3 (Three) years by the Purchaser/s from the date of handing over possession, it shall be the duty of the Vendor/Developer to rectify such defects without further charge, within 30 (thirty) days, and in the event of Vendor/Developer failure to rectify such defects within such time, the aggrieved Purchaser/s shall be entitled to receive appropriate compensation in the manner as provided under the Act.

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

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

## **14. RIGHT TO ENTER THE SCHEDULE “B” PROPERTY FOR REPAIRS**

The Vendor/Developer/maintenance agency/association of Purchasers shall have rights of unrestricted access of all Common Areas, Open/Covered Parking’s and parking spaces for providing necessary maintenance services and the Purchaser/s agrees to permit the association of Purchasers and/or maintenance agency to enter into the Schedule “B” Property or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

## **15. USAGE**

Use of open space on Ground Floor and Service Areas: The open space situated on the Ground Floor and service areas 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 equipments, etc. and other permitted uses as per sanctioned plans. The Purchaser/s shall not be permitted to use the open space on the Ground Floor and services areas in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the association of Purchasers formed by the Purchasers for rendering maintenance services. In addition to that, Purchaser/s shall have no objection regarding the usage of Four Wheeler Area for the purpose of Two Wheeler Parking.

That the said project is scheduled to be developed in four Phases, Purchaser/s is/are having the understanding of the fact that the said project would be developed in phase wise manner and on taking the possession of the said unit in the completed phase, Purchaser/s shall have no objection with regards to the subsequent construction and relevant works of the consecutive phases, certain amenities which may be completed/provided in other phases.

## **16. GENERAL COMPLIANCE WITH RESPECT TO THE SCHEDULE "B" PROPERTY:**

Subject to Clause 10 above, the Purchaser shall, after taking possession, be solely responsible to maintain the Schedule "B" Property at his/her/their/its own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Schedule "B" Property, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Schedule "B" Property and keep the Schedule "B" Property, 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 Purchaser/s further undertakes, assures and guarantees that he/she/they/it 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 Purchaser/s shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Purchaser/s shall not store any hazardous or combustible goods in the Schedule "B" Property or place any heavy material in the common passages or staircase of the building. The Purchaser/s shall also not remove any wall, including the outer and load bearing wall of the Schedule "B" Property. The Purchaser/s shall plan and distribute its electrical load in conformity with the electrical systems installed by the Vendor/Developer and thereafter the association of Purchasers or the outsourced maintenance agency appointed by Vendor/Developer (whichever applicable by the law for the time being force). The Purchaser/s shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

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

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

## **18. ADDITIONAL CONSTRUCTIONS**

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

## **19. VENDOR/DEVELOPER SHALL NOT MORTGAGE OR CREATE A CHARGE**

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

## **20. FLAT/ RESIDENTIAL SPACE VENDORSHIP ACT**

The Vendor/Developer has assured the Purchaser/s that the project in its entirety is in accordance with the provisions of the WB RERA ACT.

## **21. BINDING EFFECT**

Forwarding this Agreement to the Purchaser/s by the Vendor/Developer does not create a binding obligation on the part of the Vendor/Developer or the Purchaser/s until, firstly, the Purchaser/s signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Purchaser/s and secondly, appears for registration of the same before the concerned Sub-Registrar. It is the sole responsibility of the Purchaser/s to get the Agreement executed and registered and make the Payment of Stamp Duty, Registration Fee and other incidental Charges and thereafter get the same registered within 30 days.

## **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 Schedule “B” Property, as the case may be.

**23. RIGHT TO AMEND**

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

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

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

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

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

Failure on the part of the Vendor/Developer 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 Purchaser/s has to make any payment, in common with other Purchaser(s) in Project, the same shall be the proportion which the Super-Built-up Area of the Schedule “B” Property bears to the total Super-Built up Area of all the Schedule “B” Property in the Project.

## **28. FURTHER ASSURANCES**

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

## **29. PLACE OF EXECUTION**

The execution of this Agreement shall be complete only upon its execution by the Vendor and Developer through its authorized signatory at the Developer's Office, or at some other place, which may be mutually agreed between the Vendor, Developer and the Purchaser/s, in ADSR, Siliguri-II at Bagdogra after the Agreement is duly executed by the Purchaser/s and the Vendor and Developer 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 Siliguri.

## **30. NOTICES**

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

### **VENDOR**

#### **EMBEE DREAMWORLD PRIVATE LIMITED**

Director **SRI SUSHIL KUMAR AGARWAL**,

Office Address: -

S/o Late Mahabir Prasad Agarwala,

Unit No. 2, 5<sup>th</sup> Floor, 6, Lyons Range, P.O. General Post Office,

Police Station- Hare Street, Kolkata- 700 001,

Email: -

### **PURCHASER**

1.

2.

Email: -

### **DEVELOPER**

#### **REALM CONSTRUCTION**

Partner **SRI SHYAM AGARWAL**

Office Address:-

Shanti Warehousing Corporation, Sevoke Road, Prakash Nagar,

Siliguri-734008,P.O.Salugara, P.S. Bhaktinagar,

District-Jalpaiguri

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

### **31. JOINT PURCHASERS**

That in case there are Joint Purchasers all communications shall be sent by the Vendor/Developer to the either of the Purchaser/s at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Purchaser/s.

### **32. GOVERNING LAW**

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

### **33. DISPUTE RESOLUTION**

All or any disputes arising out 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.

[The other terms and conditions are as per the contractual understanding between the parties, however, the 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].

### **34. OTHER MISC. TERMS AND CONDITIONS**

1. No Obstruction by Buyer to Further Construction: The Buyer also admits and accepts that the Developer and/or employees and/or agents and/or contractors and/or sub-contractors appointed by the Developer shall be entitled to use and utilize the Common Portions for movement of building materials and for other purposes and the Buyer shall not raise any objection in any manner whatsoever with regard thereto.

2. No-Preemption: Under the doctrine of preemption, which is based on the Supremacy Clause, certain rights of buyer are created by such preemption, however to be a fair developer for every buyer, such rights of preemption are hereof abolished vide this clause for the purpose of this indenture and project.

### **35. DOCUMENTATION AND PROFESSIONAL FEES**

That the Stamp Duty, Registration Fee shall be Paid as per the Assessment Slip of the Schedule “B” Property by the Purchaser Separately, however other than the Stamp Duty and Registration Fee, the Purchaser/s shall also be liable to Pay Rs. 12,500/- (Rupees Twelve Thousand Five Thousand) only per Document as Advocate Fee, drafting charges and arranging the registration procedure.

**SCHEDULE ‘A’**  
**FIRST SCHEDULE ABOVE REFERRED TO**

All that piece or parcel of homestead land measuring 3.125 (Three Point One Two Five) Acre appertaining to and forming part of R.S. Plot No. 25 (Two Five), 34 (Three Four) & 35 (Three Five) corresponding to L.R. Plot No. 81 (Eight One), 82 (Eight Two), 83 (Eight Three), 84 (Eight Four), 99 (Nine Nine), 101 (One Zero One) & 102 (One Zero Two), recorded in R.S. Khatian No. 19 (One Nine) & 20/1 (Two Zero by One) corresponding to L.R. Khatian No. 3409 (Three Four Zero Nine) of Mouza–Kawakhari, J.L. No. 72 (Seven Two), Pargana–Patharghata, P.S. Matigara in the District of Darjeeling.

The said land is bound and butted as follows:-

**ON THE NORTH** : By Land of Ajay Agarwal & Others; And 8 Ft. Wide Road,

**ON THE EAST** : By PWD Land, PWD Road and Entrance Road;

**ON THE SOUTH** : By Land of Surja Moni Barman & Others;

**ON THE WEST** : By River and Land of Others;

**SCHEDULE ‘B’**  
**SECOND SCHEDULE ABOVE REFERRED TO**

A residential flat premises having tiles flooring, admeasuring \_\_\_\_\_Sq. Ft. of **WB-RERA Carpet Area**, \_\_\_\_\_ Sq. Ft. of **Built up Area with Balcony** and \_\_\_\_\_ Sq. Ft. of **Super Built-up Area**, in **Wing**\_\_\_\_\_, **Floor**\_\_\_\_\_, **Flat No.** \_\_\_\_\_(Type: \_\_\_ BHK/ \_\_\_ Toilet)and **01 (One) Covered Parking space** (Four Wheeler/Two Wheeler) or Without Parking in of the Complex named & designed as ‘**BEGRAJ PRAKRITI**’ with a proportionate right in the Schedule “A” land on which the Building stands in common with the first party and/or other occupiers of the said Complex with right to use common area and facilities of the Complex in common with other occupants of the Complex as particularly described in the Schedule hereunder written.

The this agreement is drafted in accordance with the WB-RERA, and in case of any amendment or changes in the provision of the said Act prior to completion of construction and registration of deed of conveyance shall be applicable

**SCHEDULE 'C'**

**THIRD SCHEDULE ABOVE REFERRED TOPAYMENT PLAN BY PURCHASER/S**

<b><u>PAYMENT SCHEDULE</u></b>			
1.	Booking Amount	2 BHK	Rs. 1,50,000/-
		3 BHK	Rs. 2,50,000/-
2	1st Installment	Within 30 Days	9% of Total Cost Less Booking Amount.
3	2nd Installment	Completion of Ground Floor Casting.	9% of Total Cost
4	3rd Installment	Completion of 1st Floor Casting.	9% of Total Cost
5	4th Installment	Completion of 2nd Floor Casting.	8% of Total Cost
6	5th Installment	Completion of 3rd Floor Casting.	5% of Total Cost
7	6th Installment	Completion of 4th Floor Casting.	5% of Total Cost
7	7th Installment	Completion of 5th Floor Casting.	5% of Total Cost
8	8th Installment	Completion of 6th Floor Casting.	5% of Total Cost
9	9th Installment	Completion of 7th Floor Casting.	5% of Total Cost
10	10 <sup>th</sup> Installment	Completion of 8th Floor Casting.	5% of Total Cost
11	11th Installment	Completion of 9th Floor Casting.	5% of Total Cost
12	12th Installment	Completion of 10th Floor Casting.	5% of Total Cost
13	13th Installment	Completion of 11th Floor Casting.	5% of Total Cost
14	14th Installment	Completion of 12th Floor Casting.	5% of Total Cost
15	15th Installment	Brick work Completion of respective Flat.	5% of Total Cost
16	16th Installment	Flooring Completion of respective Flat.	5% of Total Cost
17	17th Installment	On Possession.	5% of Total Cost

And in addition to the aforesaid consideration the Purchaser/s shall Pay the Maintenance for his unit/ Space/Apartment for 2 year in Advance @ Rs. 2/- per Sq.Ft. of Super Built Up area as mentioned in Schedule "B" above and the purchaser shall also be liable to pay GST as applicable shall be charged additionally the following amounts to the Vendors.

And the separate Cheque shall be issued by the Purchaser/s to the Vendors for the above mentioned heads of payment and Purchaser/s is also liable to Pay GST charges extra as applicable on time to time for each head of Payment.

**SCHEDULE 'D'**  
**FOURTH SCHEDULE ABOVE REFERRED TO**  
**SPECIFICATIONS OF THE FLAT**

<b><u>Sl. No.</u></b>	<b><u>Space</u></b>	<b><u>Specifications</u></b>
1.	Structure	R.C.C. framed structure.
2.	Doors	Quality door frames.
3.	Windows	Aluminium windows.
4.	Living/Dining	1. Flooring: Vitrified/Ceramic Tiles. 2. Electricals: Concealed copper wiring with modular switches. Provision of Electrical Points for AC, Television.
5.	Bedroom	1. Flooring: Vitrified/Ceramic Tiles. 2. Electricals: Concealed copper wiring with modular switches, Provision of Electrical A.C. Point for Master Bedroom.
6.	Kitchen	1. Flooring: Vitrified/Ceramic Tiles. 2. Electricals: Concealed copper wiring with modular switches. Provision for plug points for appliances. 3. Counter: Granite/Marble slab with stainless steel sink. 4. Wall Tiles: Vitrified/Ceramic tiles up to 2 ft. height.
7.	Toilets	1. Flooring: Vitrified/Ceramic Tiles. 2. Electricals: Concealed copper wiring with modular switches. Wall Tiles: Wall dados in ceramic/ vitrified tiles up to door height. 3. Sanitary ware: Fitting of the Reputed Brand. 4. Geyser Point:- Electrical Point for Geyser.
8.	Lift	Modern lifts of suitable capacity of reputed make in the building.
9.	Exterior	Durable outer finish.

**SPECIFICATIONS OF THE APPURTENANCES**

<b>FIRE FIGHTING FACILITY</b>
<b>D.G. BACK UP FOR COMMON AREA ONLY</b>

**Note:** Such other common parts, areas equipments, installations, fixtures and fittings and spaces in or about the said buildings 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.

This Agreement Superside all Contents, specifications, Products, Accessories, Services and Marketing contents shown or written in the Presentation, Broucher, video and any other Advertisement of the **BEGRAJ PRAKRITI'** as it is Artistic Impression and for the intent for

Promotional Purpose only and are not Part of the Standard finish and/or might be changed or replaced without any prior notice.

**SCHEDULE 'E'**  
**FIFTH SCHEDULE ABOVE REFERRED TO COMMON EXPENSES**

1. All expenses for maintenance, operating, replacing, repairing, renovating, white washing, painting and repainting of the common portions and the common areas in the building/Complex including the outer walls of the building.
2. All expenses for running and operating machinery, lift, equipment and installations comprised in the common portions including water pumps, generator including cost of repairing, renovating and replacing the same.
3. The salaries, bonus and other emoluments and benefits and all other expenses on the persons employed or to be employed for the common purposes such as manager, caretaker, supervisor, accountant, security guard, sweepers, plumbers, electrical and other maintenance staffs.
4. Cost of insurance premium for insuring the building/Complex and / or the common portions.
5. All charges and deposits for supplies of common utilities to the co Vendors in common.
6. Panchayat tax, and any other levies in respect of the premises and the building/Complex save those separately assessed in respect of any unit or on the purchaser/s.
7. Costs of formation and operation of the service organization including the office expenses incurred for maintaining the office thereof.
8. Electricity charges for the electrical energy consumed for the operation of the equipment and installations for the common services and lighting the common portions.
9. All litigation expenses incurred for the common purposes and relating to common use and enjoyment of the common portions.
10. All other expenses and/or outgoing as are incurred by the service organization for the common purposes.

**SCHEDULE 'F'**  
**SIXTH SCHEDULE ABOVE REFERRED TO TOTAL CONSIDERATION TO BE PAID BY THE PURCHASER/S**

The Total Consideration payable by the Purchaser/s to the Vendors for the Purchase of Schedule "B" Property amounts to **Rs.** \_\_\_\_\_ **/- (Rupees)**

)only, which includes the cost of all the common facilities but excluding GST or any other taxes.

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

**SIGNED AND DELIVERED BY THE WITHIN NAMED PURCHASER: (including joint buyers)**

(1) \_\_\_\_\_

(2) \_\_\_\_\_

**SIGNED AND DELIVERED BY THE WITHIN NAMED VENDORS:**

(1) \_\_\_\_\_

(Authorized Signatory)

**WITNESSES:**

1) Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

2) Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_