

**AGREEMENT FOR SALE**  
**(FLAT BUYER AGREEMENT)**

NORTH BENGAL HOUSING DEVELOPMENT CO.  
*Ratan Kumar Singh*  
Partner

**THIS AGREEMENT FOR SALE ("AGREEMENT") EXECUTED ON THIS THE  
.....DAY OF ....., 2023.**

**BETWEEN**

[If the Allottee is a company]

\_\_\_\_\_, (CIN no. \_\_\_\_\_) a company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], having its registered office at \_\_\_\_\_, (PAN \_\_\_\_\_), represented by its authorized signatory, \_\_\_\_\_, (Aadhar no. \_\_\_\_\_) duly authorized vide board resolution dated \_\_\_\_\_, hereinafter referred to as the "**ALLOTTEE / PURCHASER / BUYER / FIRST PARTY**" (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) of the "**FIRST PART**".

[OR]

[If the Allottee is a Partnership]

\_\_\_\_\_, a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at \_\_\_\_\_, (PAN \_\_\_\_\_), represented by its authorized partner, \_\_\_\_\_, (Aadhar no. \_\_\_\_\_) authorized vide \_\_\_\_\_, hereinafter referred to as the "**ALLOTTEE / PURCHASER / BUYER / FIRST 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 "**FIRST PART**".

[OR]

[If the Allottee is an Individual]

Mr. / Ms. \_\_\_\_\_, (Aadhar no. \_\_\_\_\_) son / daughter of \_\_\_\_\_, aged about \_\_\_\_\_, residing at \_\_\_\_\_, (PAN \_\_\_\_\_), hereinafter called the "**ALLOTTEE / PURCHASER / BUYER / FIRST PARTY**" (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) of the "**FIRST PART**".

[OR]

[If the Allottee is a HUF]

Mr. \_\_\_\_\_, (Aadhar no. \_\_\_\_\_) son of \_\_\_\_\_, aged about \_\_\_\_\_ for self and as the Karta of the Hindu Joint Mitakshara Family known as \_\_\_\_\_ HUF, having its place of business / residence at \_\_\_\_\_, (PAN \_\_\_\_\_), hereinafter referred to as the "**ALLOTTEE / PURCHASER / BUYER / FIRST PARTY**" (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

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members of the said HUF, their heirs, executors, administrators, successors-in-interest and permitted assignees) of the "FIRST PART".

**AND**

**1. SRI DEBOPRATIM MUKHERJEE**, (PAN:AJNPD6495L), son of Sri Dipak Mukherjee;

**2. SRI RATAN KUMAR SINGHAL**, (PAN:AJBPS9043D), son of Late Girdharilal Singhal;

**3. SRI SACHIN GOYAL**, (PAN:AFDPG8073P), son of Sri Sreebhagwan Goyal;

**4. SMT. PRIYA GOYAL**, (PAN:BBOPG8675B), wife of Sri Dipak Goyal;

**5. SMT. MIRA AGARWAL**, (PAN:ACCPA3167G), wife of Sri Naresh Agarwal and;

**6. SRI NITIN KUMAR AGARWAL**, (PAN:AEDPA6872K), son of Sri Nirmal Kumar Agarwal; all are Hindu by faith, Indian by Nationality, Business by Occupation, No. 1 is Resident of Matoshree, House No. 20/02, Rabindra Sarani, P.O. Rabindra Nagar, P.S. Siliguri, Pin Code-734006, District Darjeeling, West Bengal, No. 2 is Resident of K.C. Dey Road, P.O. and P.S. Siliguri, Pin Code-734001, District Darjeeling, West Bengal, No. 3 is Resident of Green Vista Apartment, Behind Vishal Cinema Hall, P.O. Siliguri, P.S. Bhaktinagar, Pin Code-734001, District Jalpaiguri, West Bengal, No. 4 is Resident of M-3, Space Town, Near PBR Tower, P.O. Sevoke Road, P.S. Bhaktinagar, Pin Code-734001, District Jalpaiguri, West Bengal, No. 5 is Resident of 16, Mangal Pandey Road, Khalpara, P.O. and P.S. Siliguri, Pin Code-734005, District Darjeeling, West Bengal and No. 6 is Resident of Mahavir Villa, Anand Vihar, Sevoke Road, P.O. Sevoke Road, P.S. Bhaktinagar, Pin Code-734001, District Jalpaiguri, West Bengal - **HEREINAFTER JOINTLY and SEVERALLY** referred to as the "**VENDORS / SECOND PARTY**" (which expression shall unless it be repugnant to the context or meaning thereof include their heirs, executors, successors-in-interest, administrators, legal representatives and/or assigns) of the "**SECOND PART**".

**AND**

**NORTH BENGAL HOUSING DEVELOPMENT CO.**, a Partnership Firm, (PAN : AAOFN6481G), having its office at 5th Floor, Onkar Tower, Hill Cart Road, P.O. & P.S. Siliguri, Pin Code-734001, District Darjeeling, West Bengal, Represented by one of its **PARTNER:- SRI RATAN KUMAR SINGHAL**, son of Late Girdharilal Singhal, Hindu by religion, Indian by Nationality, Business by occupation, Resident of K.C.Dey Road, P.O. and P.S. Siliguri, Pin Code-734001, District Darjeeling, West Bengal-**HEREINAFTER** referred to and called the "**PROMOTER / DEVELOPER/ CONFIRMING PARTY/ THIRD PARTY**" (which expression shall unless excluded by or repugnant to the context be deemed to include its partners, successors-in-office, representatives, administrators and assigns) of the "**THRD PART**".

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

**WHEREAS:**

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*Ratan Kumar Singhal*  
Partner

**A. The Vendors are the absolute and lawful owners of LAND in TOTAL MEASURING 112.9 DECIMAL OR 1.129 ACRE, situated within MOUZA DABGRAM, out of which land measuring 35.8 Decimal appertains to and forms part of R.S. Plot No. 198 corresponding to L.R. Plot No. 136, land measuring 47.1 Decimal appertains to and forms part of R.S. Plot No. 201 corresponding to L.R. Plot No. 136, and land measuring 30 Decimal appertains to and forms part of R.S. Plot No. 201/638 corresponding to L.R. Plot No. 136, all Recorded in R.S. Khatian No. 133/1, L.R. Khatian Nos. 458, 456, 453, 455, 457 and 454, all under R.S. Sheet No. 9 corresponding to L.R. Sheet No. 52, J.L. No. 2, Pargana Baikunthapur, within the jurisdiction of Gram Panchayat Area, Police Station Bhaktinagar, District Jalpaiguri, in the State of West Bengal ("Said Land").**

## **B. DEVELUTION OF TITLE**

I. WHEREAS the Vendors hereof, namely (1) Sri Debopratim Mukherjee, (2) Sri Ratan Kumar Singhal, (3) Sri Sachin Goyal, (4) Smt. Priya Goyal, (5) Smt. Mira Agarwal and (6) Sri Nitin Kumar Agarwal, became the co-owners of all that LAND measuring 9.91 Decimal, situated within Mouza Dabgram, appertaining to and forming part of R.S. Plot No. 201 corresponding to L.R. Plot No. 136, under R.S. Sheet No. 9 corresponding to L.R. Sheet No. 52, J.L. No. 2, Pargana Baikunthapur, within Gram Panchayat area, Police Station Bhaktinagar, District Jalpaiguri, by virtue of Purchase for valuable consideration vide a registered Deed of Sale dated 07.05.2018, executed by Sri Saikat Roy, son of Sri Shukchand Roy, Recorded in Book No. I, Volume No. 0711-2018, Pages from 76097 to 76120, being Document No. 071103079 for the year 2018, registered at the Office of the Additional District Sub Registrar Bhaktinagar, District Jalpaiguri, having permanent, heritable and transferable right, title and interest therein free from all encumbrances and charges whatsoever.

II. WHEREAS the Vendors hereof, namely (1) Sri Debopratim Mukherjee, (2) Sri Ratan Kumar Singhal, (3) Sri Sachin Goyal, (4) Smt. Priya Goyal, (5) Smt. Mira Agarwal and (6) Sri Nitin Kumar Agarwal, became the co-owners of all that LAND measuring 35.80 Decimal, situated within Mouza Dabgram, appertaining to and forming part of R.S. Plot No. 198 corresponding to L.R. Plot No. 136, under R.S. Sheet No. 9 corresponding to L.R. Sheet No. 52, J.L. No. 2, Pargana Baikunthapur, within Gram Panchayat area, Police Station Bhaktinagar, District Jalpaiguri, by virtue of Purchase for valuable consideration vide a registered Deed of Sale dated 04.05.2018, executed by Sri Amal Ghosh, son of Late Harendra Nath Ghosh and Smt. Mira Ghosh, wife of Sri Amal Ghosh, Recorded in Book No. I, Volume No. 0711-2018, Pages from 76011 to 76038, being Document No. 071103109 for the year 2018, registered at the Office of the Additional District Sub Registrar Bhaktinagar, District Jalpaiguri, having permanent, heritable and transferable right, title and interest therein free from all encumbrances and charges whatsoever.

III. WHEREAS the Vendors hereof, namely (1) Sri Debopratim Mukherjee, (2) Sri Ratan Kumar Singhal, (3) Sri Sachin Goyal, (4) Smt. Priya Goyal, (5) Smt. Mira Agarwal and (6) Sri Nitin Kumar Agarwal, became the co-owners of all that LAND measuring 30 Decimal, situated within Mouza Dabgram, appertaining to and forming part of R.S. Plot

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No. 201/638 corresponding to L.R. Plot No. 136, under R.S. Sheet No. 9 corresponding to L.R. Sheet No. 52, J.L. No. 2, Pargana Baikunthapur, within Gram Panchayat area, Police Station Bhaktinagar, District Jalpaiguri, by virtue of Purchase for valuable consideration vide a registered Deed of Sale dated 21.05.2018, executed by Sri Amal Ghosh, son of Late Harendra Nath Ghosh and Smt. Mira Ghosh, wife of Sri Amal Ghosh, Recorded in Book No. I, Volume No. 0711-2018, Pages from 80811 to 80837, being Document No. 071103461 for the year 2018, registered at the Office of the Additional District Sub Registrar Bhaktinagar, District Jalpaiguri, having permanent, heritable and transferable right, title and interest therein free from all encumbrances and charges whatsoever.

IV. WHEREAS the Vendors hereof, namely (1) Sri Deboprati Mukherjee, (2) Sri Ratan Kumar Singhal, (3) Sri Sachin Goyal, (4) Smt. Priya Goyal, (5) Smt. Mira Agarwal and (6) Sri Nitin Kumar Agarwal, became the co-owners of all that LAND measuring 37.19 Decimal, situated within Mouza Dabgram, appertaining to and forming part of R.S. Plot No. 201 corresponding to L.R. Plot No. 136, under R.S. Sheet No. 9 corresponding to L.R. Sheet No. 52, J.L. No. 2, Pargana Baikunthapur, within Gram Panchayat area, Police Station Bhaktinagar, District Jalpaiguri, by virtue of Purchase for valuable consideration vide a registered Deed of Sale dated 22.05.2018, executed by Sri Amal Ghosh, son of Late Harendra Nath Ghosh and Smt. Mira Ghosh, wife of Sri Amal Ghosh, Recorded in Book No. I, Volume No. 0711-2018, Pages from 80838 to 80862, being Document No. 071103463 for the year 2018, registered at the Office of the Additional District Sub Registrar Bhaktinagar, District Jalpaiguri, having permanent, heritable and transferable right, title and interest therein free from all encumbrances and charges whatsoever.

AND WHEREAS in this manner the abovenamed:-

**1. SRI DEBOPRATIM MUKHERJEE;**

**2. SRI RATAN KUMAR SINGHAL;**

**3. SRI SACHIN GOYAL;**

**4. SMT. PRIYA GOYAL;**

**5. SMT. MIRA AGARWAL and;**

**6. SRI NITIN KUMAR AGARWAL** (The VENDORS herein) became the absolute co-owners of their aforesaid LAND IN TOTAL MEASURING 112.9 DECIMAL OR 1.129 ACRE and ever since then the Vendors are in exclusive and peaceful possession of the aforesaid land respectively without any act of hindrance or obstruction from anybody having permanent heritable, transferable and marketable right, title and interest therein.

AND WHEREAS the names of the abovenamed VENDORS have been mutated and recorded their respective aforesaid land in the concerned B.L.&L.R.O. Rajganj in the Record of Rights (R.O.R.) and separate L.R. Khatians were framed in their respective names under the provisions of West Bengal Land Reforms Act, 1955 i.e.;

1) **L.R. Khatian No. 458** in the name of **Sri Deboprati Mukherjee** - the Vendor No. 1 herein;

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- 2) **L.R. Khatian No. 456** in the name of **Sri Ratan Kumar Singhal** - the **Vendor No. 2** herein;
- 3) **L.R. Khatian No. 453** in the name of **Sri Sachin Goyal** - the **Vendor No. 3** herein;
- 4) **L.R. Khatian No. 455** in the name of **Smt. Priya Goyal** - the **Vendor No. 4** herein;
- 5) **L.R. Khatian No. 457** in the name of **Smt. Mira Agarwal** - the **Vendor No. 5** herein and;
- 6) **L.R. Khatian No. 454** in the name of **Sri Nitin Kumar Agarwal** - the **Vendor No. 6** herein.

**AND WHEREAS** the Classification of the said land of the Vendors were also converted from "Dahala" to "**Housing Complex**" under the provisions of West Bengal Land Reforms Act, 1955 vide;

- 1) Case No. CN/2021/0701/220, Memo No. 345/SDLLRO(S)/JAL/2021 dated 24.03.2021 of the Vendor No. 1 herein;
- 2) Case No. CN/2021/0701/219, Memo No. 344/SDLLRO(S)/JAL/2021 dated 24.03.2021 of the Vendor No. 2 herein;
- 3) Case No. CN/2021/0701/222, Memo No. 347/SDLLRO(S)/JAL/2021 dated 24.03.2021 of the Vendor No. 3 herein;
- 4) Case No. CN/2021/0701/223, Memo No. 348/SDLLRO(S)/JAL/2021 dated 24.03.2021 of the Vendor No. 4 herein;
- 5) Case No. CN/2021/0701/226, Memo No. 349/SDLLRO(S)/JAL/2021 dated 24.03.2021 of the Vendor No. 5 herein;
- 6) Case No. CN/2021/0701/221, Memo No. 346/SDLLRO(S)/JAL/2021 dated 24.03.2021 of the Vendor No. 6 herein.

**AND WHEREAS** the abovenamed **VENDOR No.1, VENDOR No. 2, VENDOR No. 3, VENDOR No. 4, VENDOR No. 5** and **VENDOR No. 6** herein being desirous of constructing Multistoried Building/s Complex on their aforesaid land **IN TOTAL MEASURING 112.9 DECIMAL OR 1.129 ACRE**, more particularly described in the **PART I** of **SCHEDULE "A"** below ("Said Land") under a common building plan.

**AND WHEREAS** all the abovenamed **VENDOR No. 1, VENDOR No. 2, VENDOR No. 3, VENDOR No. 4, VENDOR No. 5** and **VENDOR No. 6** herein have entered into a Partnership under the name and style of "**NORTH BENGAL HOUSING DEVELOPMENT CO**" (the **DEVELOPER** herein) being the Partnership Firm and the said Firm also being the Promoter/Developer/Confirming Party of these presents to build/carry out the construction work of the building/project. The **VENDOR No.1, VENDOR No. 2, the VENDOR No. 3, VENDOR No. 4, VENDOR No. 5** and **VENDOR No. 6** herein have also contributed their respective Part I of Schedule "A" land into the said Partnership Firm to develop the said Complex.

**AND WHEREAS** the Vendors/Promoter being desirous of constructing Residential

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Multistoried Building Complex over and upon their said piece or parcel of land, which are contiguous situated side by side, which is more particularly described in Part I of Schedule-“A” given hereunder and for such purpose a building plan was duly sanctioned and approved by the Dabgram II Gram Panchayat being SL. No. 4875 dated 31.03.2022 for **G + 6 STORIED RESIDENTIAL BUILDING** on and upon the said land of the Vendors which is free from all encumbrances and charges whatsoever.

**AND WHEREAS** to distinguish the proposed Residential Complex and with a view to assign a unique identity to the said building complex, the Vendors/Promoter herein have jointly decided to name the said Residential Complex as “**CASA DREAMVILLE**”. It is stated that the name of the said Residential Complex will always remain unchanged.

**AND WHEREAS** the said complex named “**CASA DREAMVILLE**” comprises of two **BLOCKS/WINGS**, being **BLOCK-I/WING-I** and **BLOCK-II/WING-II**. Each Block comprises of several flats/parkings/units/constructed spaces.

C. The said land is earmarked for the purpose of building a residential purpose project comprising multistoried building complex and the said project shall be known as “**CASA DREAMVILLE**”;

D. The Vendors/Promoter are fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Vendors/Promoter regarding the said land on which Project is to be constructed have been completed;

E. The Dabgram II Gram Panchayat has granted the commencement certificate to develop the Project for G + 6 Storied Residential Building;

F. The Vendors/Promoter has obtained the final layout plan approvals for the Project from the Dabgram II Gram Panchayat. The Vendors/Promoter agrees and undertakes that it shall not make any changes to these layout plans except in strict compliance with section 14 of the Act and other laws as applicable;

G. The Vendors/Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at \_\_\_\_\_ No. \_\_\_\_\_ under registration;

H. The Allottee/s had applied for an apartment in the Project vide Application No. \_\_\_\_\_ dated \_\_\_\_\_ and has been allotted **Apartment No. \_\_\_\_\_** having **Carpet Area - \_\_\_\_\_ Square Feet** at \_\_\_\_\_ **Floor of Block / Wing No. \_\_\_\_\_** in “**CASA DREAMVILLE**” of \_\_\_\_\_ as permissible under the applicable law along with Right to Park \_\_\_\_\_ car parking in the Ground Floor of the complex, as permissible under the applicable law and of pro rata share in the common areas (“Common Areas”) as defined under clause (n) of Section 2 of the Act (hereinafter referred to as the “Apartment” more particularly described in Part II of Schedule A and the floor plan of the apartment is annexed hereto and marked as Schedule B);

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

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

K. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;

L. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee/s hereby agrees to purchase the Apartment and the garage/closed parking (if applicable) as specified in paragraph H above;

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**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 Vendors/Promoter agrees to sell to the Allottee/s and the Allottee/s hereby agrees to purchase, the Apartment as specified in paragraph H;

The Total Price for the Apartment based on the carpet area is **Rs. \_\_\_\_\_/-** (Rupees

\_\_\_\_\_ only) ("**Total Price**") (Give break up and description):

|                               |                                                              |
|-------------------------------|--------------------------------------------------------------|
| <b>Project Name</b>           | <b>: CASA DREAMVILLE</b>                                     |
| <b>Block / Wing No.</b>       | <b>:</b>                                                     |
| <b>Apartment/Unit No.</b>     | <b>:</b>                                                     |
| <b>Type</b>                   | <b>: RESIDENTIAL</b>                                         |
| <b>Floor</b>                  | <b>:</b>                                                     |
| A. Sales Consideration        | <b>Rs. _____/-</b><br><b>: (Rupees _____</b><br><b>Only)</b> |
| B. Applicable Taxes (GST) @1% | <b>Rs. _____/-</b><br><b>: (Rupees _____</b><br><b>Only)</b> |
| <b>TOTAL PRICE (A+B)</b>      | <b>: Rs. _____/-</b>                                         |

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Partner

(Rupees  
Only)

Explanation:

(i) The Total Price above includes the booking amount paid by the Allottee/s to the Vendors/Promoter towards the Apartment;

(ii) The Total Price above includes Taxes (consisting of tax paid or payable by the Vendors/Promoter by way of Value Added Tax, Service Tax, GST, CGST, if any as per law, and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Vendors/Promoter) 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 Allottee/s to the Vendors/Promoter shall be increased/reduced based on such change / modification;

(iii) The Vendors/Promoter shall periodically intimate to the Allottee, the amount payable as stated in (i) above and the Allottee/s shall make payment within 30 (thirty) days from the date of such written intimation. In addition, the Vendors/Promoter shall provide to the Allottee/s the details of the taxes paid or demanded along with the acts/rules/ notifications together with dates from which such taxes/levies etc. have been imposed or become effective;

(iv) The Total Price of Apartment includes: 1) pro rata share in the Common Areas; and 2) Right to Park one covered car parking(s) as provided in the Agreement.

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

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

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

It is agreed that the Vendors/Promoter shall not make any additions and alterations in the

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sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described therein in respect of the apartment, plot or building, as the case may be, without the previous written consent of the Allottee. Provided that the Vendors/Promoter may make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act.

The Vendors/Promoter shall confirm the final carpet area that has been allotted to the Allottee/s 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 Vendor. If there is any reduction in the carpet area within the defined limit then Vendors/Promoter shall refund the excess money paid by Allottee/s within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Vendors/Promoter shall demand that from the Allottee/s 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 Vendors/Promoter agrees and acknowledges, the Allottee/s shall have the right to the [Apartment/ Plot] as mentioned below:

- (i) The Allottee/s shall have exclusive ownership of the Apartment;
- (ii) The Allottee/s shall also have undivided proportionate share in the Common Areas. Since the share / interest of Allottee/s in the Common Areas is undivided and cannot be divided or separated, the Allottee/s shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. Further, the right of the Allottee/s to use the Common Areas shall always be subject to the timely payment of maintenance charges and other charges as applicable. It is clarified that the Vendors/Promoter shall convey undivided proportionate title in the common areas to the association of Allottee/s as provided in the Act;
- (iii) That the computation of the price of the Apartment includes recovery of price of land, construction of [not only the Apartment but also] the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, fire detection and firefighting equipment in the common areas etc. and includes cost for providing all other facilities as provided within the Project.

It is made clear by the Vendors/Promoter and the Allottee/s agrees that the Apartment along with Right to Park \_\_\_\_\_ car parking shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the said Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottee/s of the Project.

It is understood by the Allottee/s that all other areas and i.e. areas and facilities falling outside the Project, namely "CASA DREAMVILLE" 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 Vendors/Promoter agrees to pay all outgoing before transferring the physical possession of the apartment to the Allottee/s, which he has collected from the Allottee/s, for the payment of outgoing (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 Vendors/Promoter fails to pay all or any of the outgoing collected by him from the Allottee/s or any liability, mortgage loan and interest thereon before transferring the apartment to the Allottee/s, the Vendors/Promoter agrees to be liable, even after the transfer of the property, to pay such outgoing and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person.

The Allottee/s has paid a sum of **Rs.** \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) as booking amount being part payment towards the Total Price of the time of application the receipt of which the Vendors/Promoter hereby acknowledges and the Allottee/s hereby agrees to pay the remaining price of the Apartment as prescribed in the Payment Plan as may be demanded by the Vendors/Promoter within the time and in the manner specified therein:

Provided that if the Allottee/s 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 Vendors/Promoter abiding by the construction milestones, the Allottee/s shall make all payments, on demand by the Vendors/Promoter, within the stipulated time as mentioned in the Payment Plan through A/c Payee cheque/demand draft or online payment (as applicable) in favour of "**NORTH BENGAL HOUSING DEVELOPMENT CO**" payable at Siliguri.

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

The Allottee/s, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules and Regulations made thereunder 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 Vendors/Promoter with such permission, approvals which would enable the

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

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

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

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

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

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

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

The Allottee/s has seen the specifications of the Apartment and accepted the Payment Plan, floor plans, layout plans which has been approved by the competent authority, as represented by the Vendors/Promoter. The Vendors/Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications. Subject to the terms in this Agreement, the Vendors/Promoter undertakes to strictly abide by such plans

approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the Siliguri Municipal Corporation 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 Vendors/Promoter shall constitute a material breach of the Agreement.

## **7. POSSESSION OF THE APARTMENT**

**7.1 Schedule for possession of the said Apartment:** The Vendors/Promoter agrees and understands that timely delivery of possession of the Apartment is the essence of the Agreement. The Promoter, based on the approved plans and specifications, assures to hand over possession of the Apartment on **31<sup>st</sup> March, 2027**, unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project ("Force Majeure"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee/s agrees that the Vendors/Promoter shall be entitled to the extension of time for delivery of possession of the Apartment, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee/s agrees and confirms that, in the event it becomes impossible for the Vendors/Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Vendors/Promoter shall refund to the Allottee/s the entire amount received by the Vendors/Promoter from the allotment within 45 days from that date. After refund of the money paid by the Allottee/s, Allottee/s agrees that he/she shall not have any rights, claims etc. against the Vendors/Promoter and that the Vendors/Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

**7.2 Procedure for taking possession –** The Promoter, upon obtaining the occupancy certificate from the competent authority shall offer in writing the possession of the Apartment, to the Allottee/s in terms of this Agreement to be taken within 3 (three) months from the date of issue of such notice and the Vendors/Promoter shall give possession of the Apartment to the Allottee/s. The Vendors/Promoter agrees and undertakes to indemnify the Allottee/s in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee/s agree(s) to pay the maintenance charges as determined by the Promoter/association of Allottee/s, as the case may be. The Vendors/Promoter on its behalf shall offer the possession to the Allottee/s in writing within 07 (seven) days of receiving the occupancy certificate of the Project.

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

**7.4 Possession by the Allottee/s –** After obtaining the occupancy certificate and handing over physical possession of the Apartment to the Allottee/s, it shall be the responsibility

of the Vendors/Promoter to hand over the necessary documents and plans, including common areas, to the association of the Allottee/s or the competent authority, as the case may be, as per the local laws.

**7.5 Cancellation by Allottee/s** – The Allottee/s shall have the right to cancel/withdraw his allotment in the Project as provided in the Act:

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

**7.6 Compensation –**

The Vendors/Promoter shall compensate the Allottee/s in case of any loss caused to him/her 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 Vendors/Promoter 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 Vendors/Promoter shall be liable, on demand to the Allottee/s, in case the Allottee/s wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Apartment, with interest at the rate specified in the Rules within 45 days including compensation in the manner as provided under the Act. Provided that where if the Allottee/s does not intend to withdraw from the Project, the Vendors/Promoter shall pay the Allottee/s interest at the rate specified in the Rules for every month of delay, till the handing over of the possession of the Apartment.

**8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER**

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

- (i) The Vendors have 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 Vendors/Promoter 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 Apartment;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Apartment are valid and subsisting and have been obtained by

following due process of law. Further, the Vendors/Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Building and Apartment and common areas;

(vi) The Vendors/Promoter has the right to enter into this Agreement and have not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee/s created herein, may prejudicially be affected;

(vii) The Vendors/Promoter have 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 Apartment which will, in any manner, affect the rights of Allottee/s under this Agreement;

(viii) The Vendors/Promoter confirms that the Vendors/Promoter is not restricted in any manner whatsoever from selling the said Apartment to the Allottee/s in the manner contemplated in this Agreement;

(ix) At the time of execution of the Conveyance Deed the Vendors/Promoter shall handover lawful, vacant, peaceful, physical possession of the Apartment to the Allottee/s and the common areas to the Association of the Allottee/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 Vendors/Promoter have duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;

(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 Vendors/Promoter in respect of the said Land and/or the Project;

(xiii) That the property is not Waqf property.

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

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

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

(ii) Discontinuance of the Promoter's business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made thereunder.

In case of Default by Vendors/Promoter under the conditions listed above, Allottee/s is

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Partner

entitled to the following:-

- (i) Stop making further payments to Vendors/Promoter as demanded by the Promoter. If the Allottee/s stops making payments, the Vendors/Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee/s be required to make the next payment without any penal interest; or
- (ii) The Allottee/s shall have the option of terminating the Agreement in which case the Vendors/Promoter shall be liable to refund the entire money paid by the Allottee/s under any head whatsoever towards the purchase of the apartment, along with interest at the rate specified in the Rules within forty-five days of receiving the termination notice:

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

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

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

## **10. CONVEYANCE OF THE SAID APARTMENT**

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

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

The Vendors/Promoter shall be responsible to provide and maintain essential services in

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the Project till the taking over of the maintenance of the project by the association of the Allottee/s. The cost of such maintenance has been included in the Total Price of the Apartment.

## **12. DEFECT LIABILITY**

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Vendors/Promoter as per the agreement for sale relating to such development is brought to the notice of the Vendors/Promoter within a period of 5 (five) years by the Allottee/s from the date of handing over possession, it shall be the duty of the Promoter to rectify such defects without further charge, within 30 (thirty) days, and in the event of Vendors/Promoter's failure to rectify such defects within such time, the aggrieved Allottee/s shall be entitled to receive appropriate compensation in the manner as provided under the Act. It is clarified that the above said responsibility of the Promoter shall not cover defects, damage or malfunction resulting from (i) misuse (ii) unauthorised modifications or repairs done by the Assignee or its nominee/agent (iii) case of force majeure (iv) failure to maintain the amenities/equipment (v) accident and (vi) negligent use.

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

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

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

The Vendors/Promoter / maintenance agency /association of Allottee/s shall have rights of unrestricted access of all Common Areas, covered parkings and parking spaces for providing necessary maintenance services and the Allottee/s agrees to permit the association of Allottee/s 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 Basement and Service Areas:** The basement(s) and service areas, if any, as located within the CASA DREAMVILLE, shall be earmarked for purposes electric sub-station, transformer, 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 Allottee/s shall not be permitted to use the services areas and the basements in

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Partner

any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the association of Allottee/s formed by the Allottee/s for rendering maintenance services.

**16. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT:** Subject to Clause 12 above, the Allottee/s shall, after taking possession, be solely responsible to maintain the Apartment at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Apartment, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the 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 Allottee/s further undertakes, assures and guarantees that he/she would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face / facade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottee/s shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee/s shall not store any hazardous or combustible goods in the Apartment or place any heavy material in the common passages or staircase of the Building. The Allottee/s shall also not remove any wall, including the outer and load bearing wall of the Apartment. The Allottee/s shall plan and distribute its electrical load in conformity with the electrical systems installed by the Vendors/Promoter and thereafter the association of Allottee/s and/or maintenance agency appointed by association of Allottee/s. The Allottee/s shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

#### **17. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY ALLOTTEE/S**

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

#### **18. ADDITIONAL CONSTRUCTIONS**

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

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Partner

## **19. VENDORS/PROMOTER SHALL NOT MORTGAGE OR CREATE CHARGE**

After the Vendors/Promoter executes this Agreement they 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 Allottee/s who has taken or agreed to take such Apartment.

## **20. APARTMENT OWNERSHIP ACT**

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

## **21. BINDING EFFECT**

Forwarding this Agreement to the Allottee/s by the Vendors/Promoter does not create a binding obligation on the part of the Vendors/Promoter or the Allottee/s until, firstly, the Allottee/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 Allottee/s and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Vendors/Promoter. If the Allottee/s(s) fails to execute and deliver to the Vendors/Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee/s and/or appear before the Registrar/Sub-Registrar/ registrar of Assurance for its registration as and when intimated by the Vendors/Promoter, then the Vendors/Promoter shall serve a notice to the Allottee/s for rectifying the default, which if not rectified within 30(thirty) days from the date of its receipt by the Allottee/s, application of the Allottee/s shall be treated as cancelled and all sums deposited by the Allottee/s in connection therewith including the booking amount shall be returned to the Allottee/s without any interest or compensation whatsoever.

## **22. ENTIRE AGREEMENT**

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

## **23. RIGHT TO AMEND**

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

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Partner

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

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 Allottee/s of the Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.

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

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

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

## **26. SEVERABILITY**

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

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

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

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*Ratan Kumar Singh*

Partner

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 Vendors/Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Vendors/Promoter and the Allottee/s, in Siliguri after the Agreement is duly executed by the Allottee/s and the Vendors/Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at Siliguri.

## **30. NOTICES**

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

**(ALLOTTEE/S)**

**(VENDORS)**

- 1. SRI DEBOPRATIM MUKHERJEE;**
- 2. SRI RATAN KUMAR SINGHAL;**
- 3. SRI SACHIN GOYAL;**
- 4. SMT. PRIYA GOYAL;**
- 5. SMT. MIRA AGARWAL and;**
- 6. SRI NITIN KUMAR AGARWAL,**

No. 1 is Resident of Matoshree, House No. 20/02, Rabindra Sarani, P.O. Rabindra Nagar, P.S. Siliguri, Pin Code-734006, District Darjeeling, West Bengal, No. 2 is Resident of K.C.Dey Road, P.O. and P.S. Siliguri, Pin Code-734001, District Darjeeling, West Bengal, No. 3 is Resident of Green Vista Apartment, Behind Vishal Cinema Hall, P.O. Siliguri, P.S. Bhaktinagar, Pin Code-734001, District Jalpaiguri, West Bengal, No. 4 is Resident of M-3, Space Town, Near PBR Tower, P.O. Sevoke Road, P.S. Bhaktinagar, Pin Code-734001, District Jalpaiguri, West Bengal, No. 5 is Resident of 16, Mangal Pandey Road, Khalpara, P.O. and P.S. Siliguri, Pin Code-734005, District Darjeeling, West Bengal and No. 6 is Resident of Mahavir Villa, Anand Vihar, Sevoke Road, P.O. Sevoke Road, P.S. Bhaktinagar, Pin Code-734001, District Jalpaiguri, West Bengal

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*Ratan Kumar Singhal*

Partner

**(PROMOTER/ DEVELOPER)**

**NORTH BENGAL HOUSING DEVELOPMENT CO**

5th Floor, Onkar Tower, Hill Cart Road, P.O. & P.S. Siliguri, Pin Code-734001, District Darjeeling, West Bengal.

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

**31. JOINTALLOTTEE/S**

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

**32. GOVERNING LAW**

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

**33. DISPUTE RESOLUTION**

All or any disputes arising out 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 place of arbitration shall be Siliguri only.

**34. MISCELLANEOUS:-**

**(A) STAMP DUTY AND REGISTRATION CHARGES**

The charges towards Stamp Duty and Registration fees of Part II Schedule "A" Property shall be paid and borne by the Allottee/s.

**(B) FACILITY MANAGEMENT COMPANY / AGENCY**

(i) By executing this Agreement, the Allottee/s agree/s and consent/s to the appointment by the Vendors/Promoter of any agency, firm, corporate body, organization or any other person (**Facility Management Company/Agency**) to manage, upkeep and maintain the Unit in the Project together with the Building/Structure/s, and the Land and other facilities, that the Vendors/Promoter may require to install, operate and maintain common areas, amenities, common facilities, parking areas and open spaces. The Facility

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*Ratan Kumar Singh*  
Partner

Management Company shall also be entitled, to collect the outgoings, provisional charges, taxes, levies and other amounts in respect of the Project (including the Allottee/s' proportionate share of the outgoings). It is hereby clearly clarified, agreed and understood that the Facility Management Company shall also be entitled to exercise its rights for collecting the charges and expenses mentioned herein, even after formation of the association/ apex body / apex bodies. The Allottee/s hereby grants his/her/their/its consent confirming such agreement/contract/arrangement that the Vendors/Promoter have or may have to enter into with the Facility Management Company. It is hereby clarified and the Allottee/s agrees and authorizes the Vendors/Promoter to appoint the first Facility Management Company in the Project and post formation of the society / association / apex body, as the case may be, the Vendors/Promoter will novate the facility management agreement ("FM Agreement") in favour of the society / association / apex body, as the case may be and post expiry of the tenure of the FM Agreement, it shall have the option to either continue with the Facility Management Company appointed by the Vendors/Promoter or appoint a new facility management company as it may deem fit. It is further expressly understood that the Vendors/Promoter shall not in any manner be accountable, liable or responsible to any person including the Allottee/s and/or association / apex body / apex bodies for any act, deed, matter or thing committed or omitted to be done by the Facility Management Company in the due course of such maintenance, management and control of the Project and/or common areas, amenities and facilities thereto.

(ii) The Allottee/s agree(s) to pay the necessary fees as may be determined by the Vendors/Promoter/Facility Management Company.

(iii) The Allottee/s further agree(s) and undertake(s) to be bound from time to time to sign and execute all papers, documents, deeds and/or other writings as required, at the sole discretion of the Vendors/Promoter/Facility Management Company.

**(C) ELECTRICITY:** - That the Allottee/s will obtain his/her/their/its own independent electric connection from the W.B.S.E.D.C.L. and the connection charges, security deposit, as well as the electric consumption bill will be paid by the Allottee/s, the Vendors/Promoter shall have no responsibility or any liability in this respect.

**(D) RESTRICTIONS:** - The Allottee/s agrees and undertakes that the Allottee/s shall not do or permit to be done, any of the following acts: -

- (i) Store /stock / bring into / keep in the said Apartment/Building Complex, any goods / material / fluid / chemical/ substance of explosive / hazardous / combustible / inflammable nature or any act which has effect of doing so which may cause risk of fire or which on account of their nature or particular characteristic, may cause damage to or endanger and/or expose to risk of such damage, to the structure or safety of the building/complex or neighboring property/building, and/or the assets of the other neighbours.

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Rajan Kumar Singhal

Partner

- (ii) Not to damage, demolish or cause to be damaged or demolished the said Apartment/Building Complex or any part thereof or the fittings and fixtures thereto.
- (iii) Not to close or permit the closing of verandas or lounges or balconies and lobbies and common parts and also not to alter or permit any alteration in the elevation and outside color scheme of the exposed walls or the fences of external doors and windows including grills of the said Apartment/Building Complex, which in the opinion of the Vendors/Promoter and/or their nominee/s differs from their own color scheme.
- (iv) Not to install grills, the design of which have not been suggested and approved by the Architect.
- (v) Not to obstruct the lobbies, entrance, stairways, pathways and keep them free for ingress and egress.
- (vi) No article shall be allowed to be placed in the staircase landings or shall anything be hung or shaken from the floor, windows, terraces or balconies or place upon the window sills of the building. No fences or partitions shall be placed or affixed to any terrace without the prior approval of the Vendors/Promoter.
- (vii) Not to do any act or permit to be done any act or thing which may render void or make voidable any insurance in respect of the said Apartment/Building Complex or any part of the said building or caused increased premium payable in respect thereof of the said building or the complex, if insured.
- (viii) Not to use the said Apartment other than the Residential purpose.
- (ix) No sign board, notice or advertisement shall be inscribed or exposed on or at a window or other part of the building except such as shall have been approved by the Vendors/Promoter nor shall anything be projected out of any window of the building without similar approval. No radio or television aerial shall be attached to or hung from the exterior of the building. Furthermore, the Allottee/s shall be entitled to fix any window Air Conditioner in the said Apartment. The Allottee/s are entitled to fix only split Air Conditioners in premises without damaging the outer wall of the buildings. All equipments and machines of the Air Conditioners required to be fixed on outside wall must be erected only in consultation with the Vendors/Promoter.
- (x) No shades awnings, window guards or ventilators devices shall be used in or about the Building excepting such as shall have been approved by the Vendors/Promoter.

- (xi) No Allottee/s/Occupier shall make or permit any disturbing noises in the Building or do or permit anything to be done therein which will interfere with the rights comfort or convenience of other occupiers. No Occupier shall play upon or suffer to be played upon musical instrument or permit to be operated a phonograph or radio or television loud speaker in the Flat if the same shall disturb or annoy other occupants of the building. No Occupier shall give vocal or instrumental instruction at any time in order to reduce sound emanating from an Apartment.
- (xii) No bird or animal shall be kept or harbored in the common areas of the complex. In no event shall dogs and other pets be permitted on elevators or in any of the common portions of the said complex.
- (xiii) Not to encroach upon any portion of the land or building carved out by the Vendors/Promoter for the purpose of road, passage, landings, stairs or other community purposes and in the event of encroachments, the Vendors/Promoter or any Authority of the occupants of the building acting as such at the relevant time shall be entitled to remove such unauthorized act or nuisance by force and the Allottee/s shall be legally bound to repay the entire cost and expenses including damages if any will be caused by such nuisance and its subsequent removal.
- (xiv) That the Allottee/s shall not park his/her/their vehicle on the pathways, driveways or common areas and open spaces of the building complex.
- (xv) That the Allottee/s shall not keep in the parking place anything other than private motor car or motor cycle if allotted and shall not raise or put up any kutchha or pucca constructions grilled wall or enclosure thereon or part thereof and shall keep it always open as before. Dwelling or staying of any person or blocking by putting any articles shall not be permitted.
- (xvi) No Installation of Generator: That the use of personal generator of any kind and description of any capacity whatsoever which causes sound and air pollution will not be permitted in any of the Apartments save and except the battery operated inverter.

However, if the Allottee/s wants to avail the generator facility for the Apartment then he/she/they have to separately avail the said facility from the Vendors/Promoter subject to additional costs.

- (xvii) That the Allottee/s agrees and undertakes to co-operate with the Vendors/Promoter at all times, and shall from time to time, sign and execute all applications, papers, documents, maintenance agreement and all other relevant papers (if any), do all the acts, deeds and things as the Vendors/Promoter may require for the purposes of safeguarding the interest of the occupants of the said complex.

- (xviii) That the Allottee/s shall allow the Vendors/Promoter with or without workmen to enter into the said Apartment/Unit for the purpose of maintenance and repairs but only with 48 hours prior notice in writing.
- (xix) That the Allottee/s shall keep the said Apartment/Building Complex in a good state of preservation and cleanliness and shall not throw or permit to be thrown there from or from the doors, windows, terraces, balconies thereof any dirt or other substances anywhere in the complex or otherwise.
- (xx) That the Allottee/s shall always observe the rules and regulations as framed by the Vendors/Promoter and/or the organization/agency/association/holding.
- (xxi) That the Allottee/s shall always abide and co-operate in the management and maintenance of the said building complex/project.
- (xxii) That the Allottee/s hereby confirm that he/she/they shall not be entitled to transfer let out mortgage grant lease in respect of the said Flat/Unit without the consent in writing of the Vendors/Promoter until such time the full amount of consideration has been paid by the Allottee/s to the Vendors/Promoter and the Allottee/s performing and observing all the other terms and conditions herein contained and on the part of the Allottee/s to be performed and observed including but not limited to conveyance.

**(E) NAME OF THE PROJECT:-** The said Residential Project shall always be known as **"CASA DREAMVILLE"** and this name shall not be changed by any association or society of the Flats owners / occupants or any other person claiming through them. The name of the residential building / blocks/wings shall also remain the same and unchanged. Further, at all times, the name of the project **"CASA DREAMVILLE"** and the name of the Firm i.e. **"NORTH BENGAL HOUSING DEVELOPMENT CO"**, and **"PR REALTY"**, and **"ANAND MANGAL GROUP"**, and **"SAMRIDDHI GROUP"** shall be displayed at prominent places in the said Project. The copy right/ trade mark / property mark and all intellectual property (including the words **"CASA DREAMVILLE"**) shall always remain and vest with the Firm, and no person, including but not limited to the Owners Association / Society or the occupant(s) shall have any claim or right of any nature whatsoever on the said intellectual property.

#### **SCHEDULE "A"**

##### **PART I**

##### **(DESCRIPTION OF THE PROJECT LAND)**

All that piece or parcel of **LAND** in **TOTAL MEASURING 112.9 DECIMAL OR 1.129 ACRE**, situated within **MOUZA DABGRAM**, out of which land measuring **35.8**

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*Ratan Kumar Singh*  
Partner

**Decimal** appertains to and forms part of **R.S. Plot No. 198** corresponding to **L.R. Plot No. 136**, land measuring **47.1 Decimal** appertains to and forms part of **R.S. Plot No. 201** corresponding to **L.R. Plot No. 136**, and land measuring **30 Decimal** appertains to and forms part of **R.S. Plot No. 201/638** corresponding to **L.R. Plot No. 136**, all Recorded in **R.S. Khatian No. 133/1**, **L.R. Khatian Nos. 458, 456, 453, 455, 457 and 454**, all under **R.S. Sheet No. 9** corresponding to **L.R. Sheet No. 52**, **JL. No. 2**, Pargana Baikunthapur, within the jurisdiction of **Gram Panchayat Area**, Police Station Bhaktinagar, District Jalpaiguri, in the State of West Bengal.

The said total land is bounded and butted as follows: -

On the North :- 30 Feet approx. wide Road;  
On the South :- 14 Feet approx. wide Road;  
On the East :- 14 Feet approx.. wide Road  
On the West :- IOC Pipe Line.

## **PART II** **(DESCRIPTION OF THE APARTMENT/UNIT/FLAT)**

**ALL That ONE UNIT** being a **APARTMENT / RESIDENTIAL FLAT / UNIT BEING: -**

|                                |   |                        |
|--------------------------------|---|------------------------|
| <b>Project Name</b>            | : | <b>CASA DREAMVILLE</b> |
| <b>Block / Wing No.</b>        | : |                        |
| <b>Flat/Apartment/Unit No.</b> | : |                        |
| <b>Floor</b>                   | : |                        |
| <b>RERA Carpet Area</b>        | : | <b>Square Feet</b>     |
| <b>Built Up Area</b>           | : | <b>Square Feet</b>     |
| <b>Super Built Up Area</b>     | : | <b>Square Feet</b>     |

**TOGETHER** with Right to Park \_\_\_\_\_ Car Parking and **TOGETHER** with undivided proportionate share in the land on which the said building complex stands more particularly described in **Part I of Schedule-"A"** given herein above Together with right to use all the common facilities as mentioned in **Schedule "F"** hereinafter written.

**RERA Carpet Area** – The net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the apartment.

**Built Up Area** – RERA Carpet Area inclusive of area covered by external walls and exclusive balcony excluding Open Terrace.

**Super Built Up Area** – RERA Carpet Area inclusive includes the common proportionate area of staircase, lift/s, lobby, landings and passage only of the floor of the designated unit, including thickness of the internal and external walls and columns and 20% lump sum

super built up for other common areas excluding Open Terrace.

**SCHEDULE "B"**  
**(FLOOR PLAN OF THE APARTMENT)**

**SCHEDULE "C"**  
**(PAYMENT SCHEDULE AND MANNER OF PAYMENT)**

The Allottee/s hereby agrees to pay to the Promoter the Total Price of Rs. \_\_\_\_\_/- (Rupees Only)  
("Total Price) in the following manner and as per the following schedule/milestones: -

| PARAMETERS                    | AMOUNT (Rs.)                         |
|-------------------------------|--------------------------------------|
| A. Sales Consideration        | Rs. _____/-<br>: (Rupees _____ Only) |
| B. Applicable Taxes (GST) @1% | Rs. _____/-<br>: (Rupees _____ Only) |
| <b>TOTAL PRICE (A+B)</b>      | Rs. _____/-<br>: (Rupees _____ Only) |

| SL. NO. | PAYMENT SCHEDULE                                    | PAYMENT %       |
|---------|-----------------------------------------------------|-----------------|
| 1       | Initial Booking Amount                              | 10%             |
| 2       | On execution of Foundation Work                     | 20%             |
| 3       | On execution of Casting of Ground Floor             | 8%              |
| 4       | On execution of Casting of 1st Floor                | 8%              |
| 5       | On execution of Casting of 2nd Floor                | 8%              |
| 6       | On execution of Casting of 3rd Floor                | 8%              |
| 7       | On execution of Casting of 4th Floor                | 8%              |
| 8       | On execution of Casting of 5th Floor                | 8%              |
| 9       | On execution of Casting of Top Floor                | 8%              |
| 10      | On execution of Brick Works                         | 8%              |
| 11      | Prior to handover/registration whichever is earlier | Balance Payment |

Note:-

1. GST as applicable shall be paid by Allottee/s on every payment.
2. All payments to be made by the Allottee/s under this Agreement shall be by cheque/demand draft/pay order/wire transfer/online transfer/any other instrument drawn in favour of "NORTH BENGAL HOUSING DEVELOPMENT CO" payable at Siliguri.

NORTH BENGAL HOUSING DEVELOPMENT CO.  
*Ratan Kumar Singhal*  
Partner

**SCHEDULE "D"**  
**(SPECIFICATIONS OF THE APARTMENT/UNIT)**

1. **Structure** : Earthquake Resistant RCC Framed.
2. **Wall Finish** : Internal Wall - Wall putty.  
External Wall - Painted in combination of Acrylic and Textured Paint finish.
3. **Flooring** : Combination of Ceramic and Vitrified Tiles.
4. **Kitchen** : Wall - Ceramic Tiles upto 2 feet above counter.  
Counter - Granite Top with Stainless Steel Sink.
5. **Toilet** : Walls - Glazed Ceramic Tiles upto Door Height.  
Fittings - C.P. fittings of premium quality with Hot and Cold Line.  
Sanitary - White Verified sanitary ware and wall mounted E.W.C.
6. **Doors** : Frames - Wooden or WPC frames.  
Shutter - Flush Wooden Doors with hardware fitting.
7. **Windows** : Aluminum sliding windows.
8. **Electricals** : Wiring – Concealed wiring with fire resistant ISI grade copper conductors and Protective MCB. Switches – Elegant Modular Switches.

**SCHEDULE "E"**  
**(COMMON EXPENSES)**

1. All expenses for maintenance, operating, replacing, repairing, renovating, white washing, painting and re-painting of the common portions and the common areas in the building including the outer walls of the building.
2. All expenses for running and operating all machinery, lift/s, fire fighting equipments (including renewal of license/s), generator, other equipments and installations comprised in the common portions including water pumps, generator including the cost of repairing, renovating and replacing the same.
3. The salaries, bonus, other emoluments and benefits of and all other expenses on the persons employed or to be employed for common purposes such as manager, caretaker, supervisor, accountant, security guard, sweepers, plumbers, electricians and other maintenance staffs.
4. Cost of insurance premium for insuring the building and / or the common portions.

5. All charges and deposits for supplies of common utilities to the co-owners in common.
6. Panchayat tax, water tax and other levies in respect of the premises and the building save those separately assessed in respect of any unit or on the Allottee/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 electric energy consumed for the operation of the equipment and installations for the common services and lighting the common portions, sign boards of building's name and developer's name, including system loss for providing electricity to each unit.
9. Proportionate costs and maintenance and running expenses of the common generator.
10. All litigation expenses incurred for the common purpose and relating to common use and enjoyment of the common portions.
11. All other expenses and / or outgoing as are incurred by the service organization for the common purposes.

**SCHEDULE "F"**  
**COMMON PROVISIONS AND UTILITIES**

1. Staircase, staircase landing and corridor on all floors.
2. Common entry on the ground floor.
3. Kids Swimming Pool.
4. Water pump, water tank, water reservoir, water pipes and common plumbing installation.
5. Common Generator and Automatic Lifts.
6. Fire equipment, fire pump, fire reservoir and fire accessories installed for the purpose of meeting the necessary safety recommendations of the Fire Department shall be common for both the residential and commercial segment of building complex.
7. Common garden, community hall, gymnasium and games room.
8. Badminton Court at Roof Top/Terrace.
9. Drainage and sewerage.
10. Boundary walls and main gate.
11. Such other common parts, area 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 for time to time.

**IN WITNESSES WHEREOF** all the Allottee/s, the Vendors and the Authorized Signatory of the Promoter in their good health and sound conscious mind hereto sets and subscribed his/her/their respective seal and signatures on this **Agreement for Sale** on the day, month and year first above written.

The contents of this document have been gone through and satisfied and understood personally by all the Parties.

**WITNESSES: -**

1.

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**ALLOTTEE/S**

2.

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**VENDORS**

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**PROMOTER**

NORTH BENGAL HOUSING DEVELOPMENT CO.

*Rajan Kumar Singh*  
Partner