

**AGREEMENT FOR SALE**

This Agreement for Sale ("Agreement") executed on this  
.....Day of ....., .....

**BETWEEN**

SRI..... (PAN:.....), (AADHAAR NO.....) son of Sri....., Hindu by Religion, Indian by Nationality, Businessman by Occupation, Residing at....., P.O....., P.S. ....Pin Code-....., District....., West Bengal- Hereinafter called the "**ALLOTTEE**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her/their heirs, executors, administrators, successors-in-interest and permitted assigns) of the **ONE PART**.

**AND**

MAINAK NIRMAN PRIVATE LIMITED. (PAN NO. AAECM2342J), a Private Limited Company, Incorporated under the Companies Act 1956, bearing its Corporate Identity No. U 70101 WB 2004 PTC O 10052, dated 05/10/2004, having its registered Office at 173/221, Bidhan Market, Siliguri, District Darjeeling, represented by one of its Director SRI VIKASH GOEL S/O LATE SURESH CHANDRA GOEL, Hindu by Religion, Indian by Citizenship, Business by Occupation, residing at Sri Ram Colony, Sevoke Road, Siliguri, P.O. & P.S. Siliguri-734001, Dist : Darjeeling, W.B., hereinafter called the **DEVELOPER/OWNER/VENDOR** (which expression shall mean and include unless excluded by or repugnant to the context its executors, successor-in-office, representatives and assigns) of the **OTHER PART**.

The Allottee(s) and Developer/Owner/Vendor shall hereinafter collectively be referred to as the "Parties" and individually as a "Party".

**WHEREAS:**

The **Developer/Owner/Vendor** is the absolute and lawful owner of **LAND in TOTAL MEASURING 59 KATHAS** situated within **MOUZA-DABGRAM**, appertaining to and forming part of Plot No. 5/713 & 5/715 (R.S.) , Khatian No. 96/1 (R.S.), Sheet No. 8 (R.S.), corresponding to L.R. Plot No. 907 (L.R.), Khatian No. 1831 (L.R.), Sheet No. 5 (L.R.), within Ward No. 43 of Siliguri Municipal Corporation, ("Said Land") vide the following registered Deeds of Conveyance (Sale):-

Deed of Conveyance (Sale) being Document No. 4133, 4134, 4135, 4136, 4137, 4138, 4139, 4140 & 4141 , dated: 24/06/2011, all for the year 2011, registered in the Office of the Addl. Dist. Sub-Registrar, Rajganj, Dist. Jalpaiguri purchased from Smt. Bharati Roy and Smt. Jagaswati Roy Chowdhury and the said deed comprised of land area measuring 59 Kathas.

**AND WHEREAS** in this manner the abovenamed **MAINAK NIRMAN PRIVATE LIMITED** (the **Developer/Owner/Vendor** herein) became the absolute owner-in-possession of the aforesaid **LAND IN TOTAL MEASURING 59 KATHAS** more particularly described in the **SCHEDULE "A"** below ("Said Land") and ever since is in exclusive and peaceful possession of the aforesaid land without any act of hindrance or obstruction from anybody having permanent heritable, transferable and marketable right, title and interest therein.

**AND WHEREAS** the name of the abovenamed **MAINAK NIRMAN PRIVATE LIMITED** (the **Developer/Owner/Vendor** herein) in respect of its aforesaid land has been mutated and recorded in the concerned B.L. & L.R.O. Rajganj in the Record of Rights

(R.O.R.) and a separate **L.R. Khatian No. 1831** was framed in its name under the provisions of West Bengal Land Reforms Act, 1955.

**AND WHEREAS** the **Developer/Owner/Vendor** being desirous of constructing a G+4 i.e. Ground (Parking + Four storied Residential building) over and upon its aforesaid Land in Total Measuring 59 Kathas, which are contiguous, situated side by side, having a common boundary, which is more particularly described in Schedule-"A" given hereunder, vide a building plan duly sanctioned and approved by the office of the Siliguri Municipal Corporation, P.O. Salugara-734008, being **Plan/Application No. 571, Dated 26/02/2021** for proposed **G+4 i.e. Ground (Parking + Four storied Residential building)** on and upon the said land of the **Developer/Owner/Vendor** 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 Developer/Owner/Vendor has decided to name the said Residential Complex as **"PRESTIGE HOME"**. It is stated that the name of the Complex will always remain unchanged. Comprising of several /units/ parking's /constructed spaces.

- A. The said land is earmarked for the purpose of building a G+4 i.e. Ground (Parking + Four storied Residential building) and the said project shall be known as **"PRESTIGE HOME"**;
- B. The **Developer/Owner/Vendor** are fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Developer/Owner/Vendor regarding the said land on which Project is to be constructed have been completed;
- C. The **Siliguri Municipal Corporation** has granted the commencement certificate to construct the Project vide Plan No. **571, Dated 26/02/2021**.
- D. The **Developer/Owner/Vendor** has obtained the final layout plan, sanctioned plan, specifications and approvals for the Project and also for the building complex from Siliguri Municipal Corporation. The Developer/Owner/Vendor agrees and undertakes that it shall not make any changes to these layout plans except in strict compliance with Section 14 of the Act and other laws as applicable;
- E. The Developer/Owner/Vendor has registered the Project under the provisions of the Act with the **Real Estate Regulatory Authority**.
- F. The Allottee(s) had applied for a **Residential Flat** in the Project vide Application No.....dated ..... and has been allotted **Flat being No .....**having **Carpet Area** of ..... **Square Feet** at..... **Floor** in **"PRESTIGE HOME"** mentioned in **Schedule "B"**, as permissible under the applicable law, 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 "Residential Apartment " more particularly described in Schedule "B".

- G. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;
- H. 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;
- I. 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;
- J. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Developer/Owner/Vendor hereby agrees to sell and the Allottee/s hereby agrees to purchase the Residential Apartment as specified in paragraph above;

**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 Developer/Owner/Vendor agrees to sell to the Allottee(s) and the Allottee(s) hereby agrees to purchase, the Residential Apartment as specified in paragraph G;

The Total Price for the Residential Apartment based on Carpet Area is Rs...../- (Rupees..... ) ("Total Price") including GST.

<b>Residential Complex : "PRESTIGE HOME"</b>	<b>Rate of Residential Apartment per Square Feet</b>
Residential Apartment No..... Type: ..... Floor: .....	Rs ..... per Square Feet.

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

**Explanation:**

The Total Price above includes the booking amount paid by the Allottee(s) to the Developer/Owner/Vendor towards the Residential Apartment.

The Total Price above includes Taxes (consisting of Municipal tax and Khazana paid or payable by the Developer/Owner/Vendor in connection with the construction of the Project payable by the Developer/Owner/Vendor) up to the date of handing over the possession of the Residential Apartment:

Provided that in case there is any change/ modification in the taxes, the subsequent amount payable by the Allottee(s) to the Developer/Owner/Vendor shall be increased/reduced based on such changes/ modification;

The Developer/Owner/Vendor shall periodically intimate to the Allottee(s), the amount payable as stated in (1) above and the Allottee(s) shall make payment within 30 (thirty) days from the date of such written intimation. In addition, the Developer/Owner/Vendor 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;

The Total price of Residential Apartment includes: 1) proportionate share in the Common Areas and 2) Residential Apartment as provided in this 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 Developer/Owner/Vendor 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 Developer/Owner/Vendor shall enclose the said notification/ order/ rule/ regulation to that effect along with the demand letter issued to the Allottee(s), which shall only be applicable on subsequent payments.

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

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

The Developer/Owner/Vendor 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 Developer/Owner/Vendor. If there is reduction in the carpet area within the defined limit then the Developer/Owner/Vendor shall refund the excess

money paid by Allottee(s) within forty- five days with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by the Allottee(s). If there is any increase in the carpet area allotted to Allottee(s), the Developer/Owner/Vendor 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 Para 1.2 of this agreement.

Subject to Clause 9.3 the Developer/Owner/Vendor agrees and acknowledges, the Allottee(s) shall have the right to the Residential Apartment as mentioned below:

- i. The Allottee(s) shall have exclusive ownership of the Residential Apartment.
- ii. The Allottee(s) shall 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 Developer/Owner/Vendor 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 Residential Apartment includes recovery of price of land, construction of not only the Residential Apartment but also the common areas, internal development charges, external development charges, taxes, cost of providing electric wiring, fire detection and fire fighting 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 Developer/Owner/Vendor and Allottee(s) agrees that the Residential Apartment 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(s). It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottee(s) of the Project.

It is understood by the Allottee(s) that all other areas and i.e., areas and facilities falling outside the Project namely "**PRESTIGE HOME**" shall not form a part of the declaration to be filed with the Competent Authority in accordance with the West Bengal Apartment Ownership Act, 1972.

The Developer/Owner/Vendor agrees to pay all outgoings before transferring the physical possession of the Residential Apartment to the Allottee(s), which it has collected from the Allottee(s), for the payment of outgoings (including land cost, ground rent, municipal corporation or the other local taxes, charges for water or electricity, maintenance charges,

including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to project). If the Developer/Owner/Vendor fails to pay all or any of the outgoings collected by it from the Allottee(s) or any liability, mortgage loan and interest thereon before transferring the Residential Apartment to the Allottee(s), the Developer/Owner/Vendor 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 Allottee(s) has/have paid a sum of Rs..... (Rupees.. .....Only) as booking amount being part payment towards the Total Price of the Residential Apartment at the time of Application the receipt of which the Developer/Owner/Vendor hereby acknowledges and the Allottee(s) hereby agrees to pay the remaining price of the Residential Apartment as prescribed in the Payment Plan as may be demanded by the Developer/Owner/Vendor within the time and 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 Developer/Owner/Vendor abiding by the construction milestones, the Allottee(s) shall make all payments, on demand by the Developer/Owner/Vendor, 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 "MAINAK NIRMAN (P) LTD." payable at Siliguri.

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

The Allottee(s), if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules and Regulations made there under or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Developer/Owner/Vendor with such permission, approvals which would enable the Developer/Owner/Vendor 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 Developer/Owner/Vendor accepts no responsibility in this regard. The Allottee(s) shall keep the Developer/Owner/Vendor fully indemnified and harmless in this regard.

Whenever there is any change in the Residential Apartment 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 Developer/Owner/Vendor immediately and comply with necessary formalities if any under the applicable laws. The Developer/Owner/Vendor 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 Residential Apartment applied for herein in anyway and the Developer/Owner/Vendor shall be issuing the payment receipts in favour of the Allottee(s) only.

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

The Allottee(s) authorizes the Developer/Owner/Vendor 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/Owner/Vendor may in its sole discretion deem fit and the Allottee(s) undertakes not to object/ demand/ direct the Developer/Owner/Vendor to adjust his payments in any manner.

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

Time is of essence for the Developer/Owner/Vendor as well as the Allottee(s). The Developer/Owner/Vendor shall abide by the time schedule for completing the project and handing over the Residential 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 Developer/Owner/Vendor as provided in Schedule C ("Payment Plan").

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

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

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

**Schedule for possession of the said Residential Apartment:** The Developer/Owner/Vendor agree and understand that timely delivery of possession of the Residential



Apartment is the essence of the Agreement. The Developer/Owner/Vendor, based on the approved plans and specifications, assures to hand over possession of the Residential Apartment and overall completion of the Project on .....(date/month/year) 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 Developer/Owner/Vendor shall be entitled to the extension of time for delivery of possession of the Residential 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 Developer/Owner/Vendor to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Developer/Owner/Vendor shall refund to the Allottee(s) the entire amount received by the Developer/Owner/Vendor from the allotment within ..... 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 Developer/Owner/Vendor and that the Developer/Owner/Vendor shall be released and discharged from all its obligations and liabilities under this Agreement.

**Procedure for taking possession** – The Developer/Owner/Vendor, upon obtaining the occupancy certificate from the competent authority shall offer in writing the possession of the Residential Apartment to the Allottee(s) in terms of this Agreement to be taken within 3 months (three months) from the date of issue of such notice and the Developer/Owner/Vendor shall give possession of the Residential Apartment to the Allottee. The Developer/Owner/Vendor 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 Developer/Owner/Vendor. The Allottee(s) agrees to pay the maintenance charges as determined by the Developer/Owner/Vendor/association of Allottee(s), as the case may be. The Developer/Owner/Vendor on its behalf shall offer the possession to the Allottee(s) within days of receiving the occupancy certificate of the project.

**Failure of Allottee(s) to take Possession of Residential Apartment:** Upon receiving a written intimation from the Developer/Owner/Vendor as per Clause 7.2 the Allottee(s) shall take possession of the Residential Apartment from the Developer/ Owner/Vendor by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Developer/Owner/Vendor shall give possession of the Residential 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.

**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 Developer/Owner/Vendor, the Developer/Owner/Vendor 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 Developer/Owner/Vendor to the Allottee(s) within.....days of such cancellation.

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

Except for occurrence of a Force Majeure event, if the Developer/Owner/Vendor fails to complete or is unable to give possession of the Residential Apartment(i) in accordance with the terms of this Agreement, duly completed by the date specified herein; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Developer/Owner/Vendor 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 Residential 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 Developer/Owner/Vendor 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 Residential Apartment.

#### **8. REPRESENTATIONS AND WARRANTIES OF THE DEVELOPER/ OWNER/ VENDOR**

The Developer/Owner/Vendor hereby represents and warrants to the Allottee(s) as follows:

- a) The Developer/Owner/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;
- b) The Developer/Owner/Vendor has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- c) There are no encumbrances upon the said Land or the Project;
- d) There are no litigations pending before any Court of law with respect to the said Land, Project or the Residential Apartment;
- e) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Residential Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Developer/Owner/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 Residential Apartment and common areas;
- f) The Developer/Owner/Vendor has the right to enter into this Agreement and has not committed or omitted to perform any actor thing, where by the right, title and interest of the Allottee(s) created herein, may prejudicially be affected;

- g) The Developer/Owner/Vendor has not entered in to any agreement for sale and/ or development agreement or any other agreement arrangement with any person or party with respect to the said Land, including the Project and the said Residential Apartment which will, in any manner, affect the rights of Allottee(s) under this Agreement;
- h) The Developer/Owner/Vendor confirms that the Developer/Owner/Vendor is not restricted in any manner whatsoever from selling the said Residential Apartment to the Allottee(s) in the manner contemplated in this Agreement;
- i) At the time of execution of the conveyance deed the Developer/Owner/Vendor shall handover lawful, vacant, peaceful, physical possession of the Residential Apartment to the Allottee(s) and the common areas to the Association of the Allottee(s).
- j) 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.
- k) The Developer/Owner/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 out goings, whatsoever, payable with respect to the said project to the competent Authorities.
- l) 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 Developer/Owner/Vendor in respect to of the said Land and/or the Project.
- m) That the property is not Waqf property.

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

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

Developer/Owner/Vendor fails to provide ready to move in possession of the Residential 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 Residential Apartment shall be in a habitable condition which is complete in all respects;

Discontinuance of the Developer/Owner/Vendor's business as a developer on account of suspension or revocation of his registration under the provisions of the Actor the rulesor regulations made there under.

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

- Stop making further payments to Developer/Owner/Vendor as demanded by the Developer/Owner/Vendor. If the Allottee(s) stops making payments, the Developer/Owner/Vendor 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

- The Allottee(s) shall have the option of terminating the Agreement in which case the Developer/Owner/Vendor shall be liable to refund the entire money paid by the Allottee(s) under any head whatsoever towards the purchase of the Residential 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 shall be paid, by the Developer/Owner/Vendor, interest at the rate specified in the Rules for every month of delay till the handing over of the possession of the Residential Apartment.

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

- In case the Allottee(s) fails to make payments for 30 consecutive days after the demands have been made by the Developer/Owner/Vendor 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 Developer/Owner/Vendor on the unpaid amount at the rates specified in the Rules.
- In case of Default by Allottee(s) under the condition listed above continues for a period beyond two consecutive months after notice from the Developer/Owner/Vendor in this regard, the Developer/Owner/Vendor shall cancel the allotment of the Residential 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 there upon stand terminated.

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

The Developer/Owner/Vendor, on receipt of complete amount of the Price of the Residential Apartment under the Agreement from the Allottee(s), shall execute a conveyance deed and convey the title of the Residential 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 Developer/Owner/Vendor 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 Developer/Owner/Vendor 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/ RESIDENTIAL APARTMENT/ PROJECT**

The Developer/Owner/Vendor shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the association of the Allottee(s).

That the Developer/Owner/Vendor shall provide Electric Transformer in the Complex and the Allottee(s) Purchaser shall obtain his individual Electric connection by depositing the required Security Deposit.

#### **12. DEFECT LIABILITY**

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Developer/Owner/Vendor as per the agreement for sale relating to such development is brought to the notice of the Developer/Owner/Vendor 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 Developer/Owner/Vendor to rectify such defects without further charge, within 30 (thirty) days, and in the event of Developer/Owner/Vendor'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.

#### **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 Residential Apartment on the specific understanding that his/ her right to the use of Common Areas shall be subject to timely payment of total maintenance charges, as determined and thereafter billed by the maintenance agency appointed or the association of 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 of the association of Allottee(s) from time to time.

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

The Developer/Owner/Vendor/maintenance agency/association of Allottee(s) shall have rights of unrestricted access of all Common Areas, covered parking 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 Residential 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 Parking and Service Areas: The Parking(s) and service areas, if any, as located within the "**PRESTIGE HOME**", shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, fire fighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Allottee(s) shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the association of Allottee(s) for rendering maintenance services.

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

Subject to Clause 12 above, the Allottee(s) shall, after taking possession, be solely responsible to maintain the Residential 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 Residential Apartment, or the staircases, lift, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Residential Apartment and keep the Residential 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 Residential 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 Residential Apartment. The Allottee(s) shall plan and distribute its electrical load in conformity with the electrical systems installed by the Developer/Owner/Vendor 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 Residential 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 Residential Apartment, all the requirements, requisitions, demands and repairs which are required by any competent Authority in respect of the Residential Apartment/ at his/ her own cost.

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

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

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

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

## **20. APARTMENT OWNERSHIP ACT**

The Developer/Owner/Vendor 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 Developer/Owner/Vendor 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 Developer/Owner/Vendor does not create a binding obligation on the part of the Developer/Owner/Vendor 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 Developer/Owner/Vendor. If the Allottee(s) fails to execute and deliver to the Developer/Owner/Vendor this Agreement within 30 (thirty) days from the date of 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 Developer/Owner/Vendor, then the Developer/Owner/Vendor 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 Residential Apartment/ plot/ building, as the case maybe.

## **23. RIGHT TO AMEND**

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

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

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

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

The Developer/Owner/Vendor 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 Developer/Owner/Vendor in the case of one Allottee(s) shall not be construed to be a precedent and/ or binding on the Developer/Owner/Vendor to exercise such discretion in the case of other Allottee(s).

Failure on the part of the Developer/Owner/Vendor 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 there after 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 thereunder or the applicable law, as the case maybe, 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 Residential Apartment bears to the total carpet area of all the Residential Apartments in the Project.

## **28. FURTHER ASSURANCES**

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

## **29. PLACE OF EXECUTION**

The execution of this Agreement shall be complete only upon its execution by the Developer/Owner/Vendor through its authorized signatory at the Developer/Owner/Vendor's Office, and after the Agreement is duly executed by the Allottee(s) and the Developer/Owner/Vendor or simultaneously with the execution of the said Agreement shall be registered at the office of Addl. Dist. Sub-Registrar. Hence this Agreement shall be deemed to have been executed at Siliguri, West Bengal.

## **30. NOTICES**

That all notices to be served on the Allottee(s) and the Developer/Owner/Vendor as contemplated by this Agreement shall be deemed to have been duly served if sent to the



Allottee(s) or the Developer/Owner/Vendor by Registered Post their respective addresses specified below:

<b>MAINAK NIRMAN PRIVATE LIMITED</b>	<b>NAME OF ALLOTTEE(S)</b>
Address:- 173/221, Bidhan Market, Siliguri, District Darjeeling, W.B.	Address :-

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

### **31. JOINT ALLOTTEES**

That in case there are Joint Allottee(s) all communications shall be sent by the Developer/Owner/Vendor 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.

### **34. SAVINGS**

Any application letter, allotment letter, agreement, or any other document signed by the Purchaser, in respect of the Residential Apartment, or building, as the case may be, prior to the execution and registration of this Agreement for Sale for such Residential Apartment, as the case may be, shall not be construed to limit the rights and interests of the Allottee(s) under the Agreement for Sale or under the Act or the rules or the regulations made thereunder.

### **35. Parking Space**

The Developer/Owner/Vendor shall have the right to sell covered garage.

**SCHEDULE "A"**

**(DESCRIPTION OF THE PROJECT LAND)**

All that piece or parcel of land measuring 59 Kathas, appertaining to and forming part of R.S. Plot No. 5/713 & 5/715 corresponding to L.R. Plot No. 907, recorded in Khatian No. 96/1 (R.S.); 1831 (L.R.), within Mouza- Dabgram, J.L. No. 2, Sheet No. 8 (R.S.) 5 (L.R.) under P.S. Bhaktinagar, District Jalpaiguri, situated at Limbu Basti, Holding No: VL/100/C/11, within Ward No. 43 of Siliguri Municipal Corporation.

**The aforesaid land is butted and bounded as follows:**

By North : 22 Ft. Wide Road.  
By South : Land of Kiran Devi Thakur.  
By East : Land of Mohar Roy & Others  
By West : 18 Ft. Wide Road.

**SCHEDULE "B"**

**(DESCRIPTION OF THE RESIDENTIAL APARTMENT/UNIT)**

ALL That One Unit being a **RESIDENTIAL APARTMENT** being:-

RESIDENTIAL APARTMENT NO.	
RESIDENTIAL APARTMENT MEASURING RERA CARPET AREA	..... <b>SQUARE FEET</b>
SUPER BUILT-UP AREA	..... <b>SQUARE FEET</b>
RESIDENTIAL APARTMENT SITUATED IN FLOOR	..... <b>FLOOR</b>
BUILDING COMPLEX NAMED	<b>"PRESTIGE HOME"</b>

**TOGETHER** with the undivided proportionate share in the land on which the building stands more particularly described in **Schedule-"A"** given herein above.

**SCHEDULE "C"**

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

Payment Events	Amount payable of total consideration
At the time of Booking	10%
At the time of Agreement	10%
At the time of First Floor Roof Casting	10%
At the time of Second Floor Roof Casting	10%
At the time of Third Floor Roof Casting	10%

At the time of Fourth Floor Roof Casting	10%
At the time of Fifth Floor Roof Casting	10%
At the time of Internal Plaster and Brick Wall	10%
At the time of Finishing	10%
At the time of Final Handover	10%

That the Developer/Owner/Vendor shall handover the possession of the Schedule "B" property after receiving full and final payment as well as registration of the Schedule "B" property.

That on the day of taking hand over of the Schedule "B" property the Allottee(s)/purchaser(s) shall also give a declaration that after full satisfaction the Purchaser(s) has/have taken handover of the Schedule "B" property.

**SPECIFICATIONS:**

Wall	125mm Thick Brick wall with plaster from both side
Door Frames	Wooden door frames
Door Shutters	Flush Door for all Doors with SS Hardware
Windows	Anodized Aluminum with glass
Flooring	Vitrified tiles and or marble flooring for all Rooms, Balcony, Kitchen and Dining cum Drawing Hall
Tiles	Ceramic tiles in the bathroom upto the height of the Door level and upto approximately 4' above kitchen counter
Kitchen Counter	Granite/Green marble top and steel sink in normal size kitchen counter
Electrification	Concealed type branded copper wiring with modular switches. Service line shall be responsibility of the purchaser
Toilet / Bathroom	CP Fitting of Marc/ jaquar or equivalent brand
Wall Finish	Putty Finish with primer

- Wall Finish: Wall 6" Brick/AAC block wall with both side plaster. Primer & Painting only on external walls and common areas.
- Flooring: Cemented
- Electrical/Wiring in Common Areas
- Tiles and CP Fitting Marc/Essco or equivalent in common toilets.
- Granite/Tiles on Stairs & Landings.

- Overhead tank and external UPVC/CPVC pipeline and PVC pipe for drainage system.
- Fire Fighting Equipment and Fire Hydrant System as per West Bengal Fire Department.
- Lift: Kone/Otis or equivalent.

**COMMON EXPENSES:**

- Proportionate share to be paid to developer by the Allottee (ies) against Electrical Transformer cost for building for which the Developer/Owner/Vendor has to pay to W.B.S.E.D.C.L. New electric connection shall be applied by purchaser directly from W.B.S.E.D.C.L.
- Maintenance to be paid by the Allottee (ies) as fixed by the Developer/ Owner/ Vendor and later on as fixes by the Association or Building Society.
- GST included.
- Open Car Parking Space shall be common for all the Allottee (ies).
- IN WITNESSES WHEREOF all the Allottee(s) and the Authorized Signatory of the Developer/Owner/Vendor in their good health and sound conscious mind hereto sets and subscribed their respective seal and signatures on this Agreement for Sale on the day, month and year first above written.

**WITNESSES: -**

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

Drafted and explained by me to parties & printed in my office :

(Rajesh Kumar Agarwal)  
Advocate, Siliguri  
Enrollment No. F/119/384/98.