

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE (“AGREEMENT”) EXECUTED ON THE

_____ DAY OF _____, 2025,

BY AND BETWEEN

(1) SRI SUBHASH BANIK @ SUBHASH CHANDRA BANIK [AADHAR NO. 6357

4666 7715] [PAN NO. BPAPB2588E], Son of Late Jiban Krishna Banik, by Religion –

Hindu, by Occupation – Business, by Nationality – Indian, and residing at Netaji Subhas

Road By Lane, Hati More, Subhas Pally, Siliguri, within the Siliguri Municipal

Corporation area under Ward No. 18, Post Office & Police Station – Siliguri, Pin Code –

734001, in the District of Darjeeling, in the State of West Bengal, **(2) SMT. MAYARANI**

BANIK [AADHAR NO. 5086 0569 8552] [PAN NO. DCMPB6525G], Wife of Late

Shyam Sundar Banik, by Religion – Hindu, by Occupation – Housewife, by Nationality –

Indian, and residing at Netaji Subhas Road By Lane, Hati More, Subhas Pally, Siliguri,

within the Siliguri Municipal Corporation area under Ward No. 18, Post Office & Police

Station – Siliguri, Pin Code – 734001, in the District of Darjeeling, in the State of West

Bengal, (3) **SMT. SUKLA BANIK** [AADHAR NO. 3564 1886 8853] [PAN NO.

BRAPB8758E], Wife of Sri Joychand Banik & Daughter of Late Shyam Sundar Banik,

by Religion – Hindu, by Occupation – Housewife, by Nationality – Indian, and residing

at C/o Gautam Medical Store, Silver Jubilee Road, Near Shani Mandir, within the

Cooch Behar Municipality area under Ward No. 08, Post Office – Cooch Behar & Police

Station – Kotwali, Pin – 736101, in the District of Cooch Behar, in the State of West

Bengal, (4) **SRI MAHADEB BANIK** [AADHAR NO. 7442 7068 9390] [PAN NO.

AFSPB4774P], Son of Late Shyam Sundar Banik, by Religion – Hindu, by Occupation

– Business, by Nationality – Indian, and residing at Netaji Subhas Road By Lane, Hati

More, Subhas Pally, Siliguri, within the Siliguri Municipal Corporation area under Ward

No. 18, Post Office & Police Station – Siliguri, Pin Code – 734001, in the District of

Darjeeling, in the State of West Bengal, (5) **SMT. SUVRA BANIK @ SUVRA GANESH**

BANIK [AADHAR NO. 9399 6422 7632] [PAN NO. AHDPB1596L], Wife of Sri Manik

Chandra Banik & Daughter of Late Shyam Sundar Banik, by Religion – Hindu, by

Occupation – Housewife, by Nationality – Indian, and residing at A-1101, Suprabhat

SOC, Khandelwal Marg Village Road, Post Office & Police Station – Bhandup (West),

Pin Code – 400078, in the District of Mumbai, in the State of Maharashtra, (6) **SMT.**

SUSMITA BANIK @ SUSMITA SEN [AADHAR NO. 2498 3485 1998] [PAN NO.

BCJPB0162L], Wife of Sri Arijit Sen & Daughter of Late Shyam Sundar Banik, by

Religion – Hindu, by Occupation – Housewife, by Nationality – Indian, and residing at

247, Nivedita Road, Pradhan Nagar, Siliguri, within the Siliguri Municipal Corporation

area under Ward No. 45, Post Office & Police Station – Pradhan Nagar, Pin Code –

734003, in the District of Darjeeling, in the State of West Bengal, (7) **SMT. SHEPHALI**

BANIK [AADHAR NO. 7479 4925 0749] [PAN NO. BTSPB0461Q], Wife of Late

Manoranjan Banik, by Religion – Hindu, by Occupation – Housewife, by Nationality –

Indian, and residing at Netaji Subhas Road By Lane, Hati More, Subhas Pally, Siliguri,

within the Siliguri Municipal Corporation area under Ward No. 18, Post Office & Police

Station – Siliguri, Pin Code – 734001, in the District of Darjeeling, in the State of West

Bengal, (8) **SMT. TUMPA BANIK @ TUMPA MUNSI** [AADHAR NO. 8247 2845 8606]

[PAN NO. CHJPM2258J], Wife of Manirujjaman Sk. & Daughter of Late Manoranjan

Banik, by Religion – Hindu, by Occupation – Housewife, by Nationality – Indian, and

residing at Arambagh, Post Office & Police Station – Arambagh, Pin Code – 712601, in

the District of Hooghly, in the State of West Bengal, (9) **SMT. RUMPA BANIK @**

RUMPA BHOWAL [AADHAR NO. 5811 5462 4629] [PAN NO. FQYPB7210L], Wife of

Sri Animesh Bhowal & Daughter of Late Manoranjan Banik, by Religion – Hindu, by

Occupation – Housewife, by Nationality – Indian, and residing at Banarhat Tea Garden,

Adharshapally, 1 No. Colony, Post Office & Police Station – Banarhat, Pin Code –

735202, in the District of Jalpaiguri, in the State of West Bengal, **(10) SRI BUMBA**

BANIK [AADHAR NO. 9004 9240 2216] [PAN NO. BORPB6495Q], Son of Late

Manoranjan Banik, by Religion – Hindu, by Occupation – Business, by Nationality –

Indian, and residing at Netaji Subhas Road By Lane, Hati More, Subhas Pally, Siliguri,

within the Siliguri Municipal Corporation area under Ward No. 18, Post Office & Police

Station – Siliguri, Pin Code – 734001, in the District of Darjeeling, in the State of West

Bengal, **(11) SRI JOYDEB BANIK [AADHAR NO. 3777 5071 1432] [PAN NO.**

EFCPB5156P], Son of Late Nitai Chandra Banik, by Religion – Hindu, by Occupation –

Business, by Nationality – Indian, and residing at Netaji Subhas Road By Lane, Hati

More, Subhas Pally, Siliguri, within the Siliguri Municipal Corporation area under Ward

No. 18, Post Office & Police Station – Siliguri, Pin Code – 734001, in the District of

Darjeeling, in the State of West Bengal, **(12) SRI BASUDEB BANIK [AADHAR NO.**

2229 2985 3274] [PAN NO. FDCPB0955H], Son of Late Nitai Chandra Banik, by

Religion – Hindu, by Occupation – Business, by Nationality – Indian, and residing at Netaji Subhas Road By Lane, Hati More, Subhas Pally, Siliguri, within the Siliguri Municipal Corporation area under Ward No. 18, Post Office & Police Station – Siliguri, Pin Code – 734001, in the District of Darjeeling, in the State of West Bengal, & **(13)**

SMT. NUPUR BANIK [AADHAR NO. 2169 3843 2051] [PAN NO. ANOPB3036A],

Wife of Sri Naresh Chandra Banik & Daughter of Late Nitai Chandra Banik, by Religion – Hindu, by Occupation – Housewife, by Nationality – Indian, and residing at Dangapara, Pundapara Kalibari, within the Jalpaiguri Municipality area under Ward No. 14, Post Office & Police Station – Jalpaiguri, Pin – 735132, in the District of Jalpaiguri, in the State of West Bengal, hereinafter referred to as the “**LAND OWNER’S**” (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include her respective heirs, executors, administrators, successors, legal representatives and assigns) of the **ONE PART.**

The Owner’s herein is represented by their Constituted Attorney duly namely “**SIDDHI VINAYAK CONSTRUCTION**” [PAN NO. AEWPM1693K], a Registered Proprietorship

Firm, having its registered office at Mukunda Das Road, Milan Pally, Siliguri, within the Siliguri Municipal Corporation area under Ward No. 25, Post Office – Siliguri Bazar, & Police Station – Siliguri, Pin Code – 734005, in the District of Darjeeling, in the State of West Bengal, represented by and through its sole Proprietor namely, **SRI ABHIJIT MODAK** [AADHAR NO. 4702 2794 6928] [PAN NO. AEWPM1693K], Son of Abani Mohan Modak, aged about 55 years, by Faith – Hindu, by Occupation – Business, by Nationality – Indian and residing at Mukunda Das Road, Milan Pally, Siliguri, within the Siliguri Municipal Corporation area under Ward No. 25, Post Office – Siliguri Bazar, & Police Station – Siliguri, Pin Code – 734005, in the District of Darjeeling, in the State of West Bengal, and by virtue of a registered Development Agreement, dated on 31st May, 2022, registered at the office of Additional District Sub-Registrar Siliguri, and recorded in Book No. I, Volume No. 0402-2022, Pages from 62764 to 62798, being Deed No. 040201609 for the year 2022, after that also registered a Development Power of Attorney, dated on 31st May, 2022, registered at the office of Additional District Sub-Registrar Siliguri, and recorded in Book No. I, Volume No. 0402-2022, Pages from 62816 to 62842, being Deed No. 040201612 for the year 2022, according to the terms and conditions contained therein.

AND

“SIDDHI VINAYAK CONSTRUCTION” [PAN NO. AEWPM1693K], a Registered Proprietorship Firm, having its registered office at Mukunda Das Road, Milan Pally, Siliguri, within the Siliguri Municipal Corporation area under Ward No. 25, Post Office – Siliguri Bazar, & Police Station – Siliguri, Pin Code – 734005, in the District of Darjeeling, in the State of West Bengal, represented by and through its sole Proprietor namely, **SRI ABHIJIT MODAK** [AADHAR NO. 4702 2794 6928] [PAN NO. AEWPM1693K], Son of Abani Mohan Modak, aged about 55 years, by Faith – Hindu, by Occupation – Business, by Nationality – Indian and residing at Mukunda Das Road, Milan Pally, Siliguri, within the Siliguri Municipal Corporation area under Ward No. 25, Post Office – Siliguri Bazar, & Police Station – Siliguri, Pin Code – 734005, in the District of Darjeeling, in the State of West Bengal, hereinafter referred to as the **“DEVELOPER’S/PROMOTER’S”** (which term or expression shall unless otherwise excluded by or repugnant to the context or subject be deemed to mean and include its successors-in-interest and assigns) of the **OTHER PART**.

AND

[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, _____, (Aadhaar No. _____) duly authorized vide board resolution dated _____, hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, executors, administrators and permitted assignees).

[OR]

[If the 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, _____,
 (Aadhaar No. _____) authorized vide _____, hereinafter
 referred to as the "Allottee" (which expression shall unless repugnant to the context or
 meaning thereof be deemed to mean and include its successors-in-interest, executors,
 administrators and permitted assignees, including those of the respective partners).

[OR]

[If the Allottee is an Individual]

Mr. / Ms. _____, (Aadhaar No. _____)
 Son / daughter of _____, aged about _____,
 residing at _____, (PAN No. _____),
 hereinafter called the "Allottee" (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).

[OR]

[If the Allottee is a HUF]

Mr. _____, (Aadhaar 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” (which expression shall unless repugnant to the context or meaning thereof
 be deemed to include his heirs, representatives, executors, administrators, successors-
 in-interest and permitted assigns as well as the members of the said HUF, their heirs,
 executors, administrators, successors-in-interest and permitted assignees).

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

The Developer's and allottee shall hereinafter collectively be referred to as the “parties”
 and individually as a “Party”.

WHEREAS:

- A. The above mentioned Owner's hereinseized and possessed of or otherwise well and sufficiently entitled to all that piece and parcel of Land Measuring about 13.5 Decimals or more or less ↵Katha, appertaining to and forming part of R.S. Plot No. 6868, corresponding to L.R. Plot No. 2236, recorded in R.S. Khatian No. 4021, corresponding to L.R. Khatian Nos. 4515, 13375, 13376, 13377, 13378, 13379, 13380, 13381, 13382, 13383, 13384, 13385, 13386, Situated at Mouza – Siliguri now Siliguri Madhya, J.L. No. 110 (88) (Old) & ↵(New) , within the Siliguri Municipal Corporation area under Ward No. 18, bearing Holding No. 42/149/137/464, Situated at Netaji Subhas Road By Lane, Hati More, Subhas Pally, Siliguri, Police Station – Siliguri, registry office at Sub-Registrar Siliguri, in the District of Darjeeling, in the State of West Bengal, (more fully and particularly mentioned, described, explained, enumerated, provided and given in the **SCHEDULE A (PART-II)** hereunder written and/or given and hereinafter referred to as the **PREMISES**).

B. The Owner's herein and the Developer's herein entered into a registered Development Agreement, dated on 31st May, 2022, registered at the office of Additional District Sub-Registrar Siliguri, and recorded in Book No. I, Volume No. 0402-2022, Pages from 62764 to 62798, being Deed No. 040201609 for the year 2022, for the purpose of construction of Ground (Parking) + 2 Storied Residential Building on the said Premises according to the terms and conditions contained therein. Further, by virtue of a registered Development Agreement, dated on 31st May, 2022, registered at the office of Additional District Sub-Registrar Siliguri, and recorded in Book No. I, Volume No. 0402-2022, Pages from 62764 to 62798, being Deed No. 040201609 for the year 2022, after that also registered a Development Power of Attorney, dated on 31st May, 2022, registered at the office of Additional District Sub-Registrar Siliguri, and recorded in Book No. I, Volume No. 0402-2022, Pages from 62816 to 62842, being Deed No. 040201612 for the year 2022, the Owner's herein appointed the Developer's herein as their constituted attorney according to the terms and conditions contained therein.

- C. The said land is earmarked for the purpose of building residential project, comprising of a **Ground (Parking) + 3 Storied Residential Building** and the said project shall be known as "**JIBANALAY**".
- D. The Developer's is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Developer's regarding the said land on which Project is to be constructed have been completed;
- E. **SILIGURI MUNICIPAL CORPORATION** has granted the commencement certificate to develop the Project vide approval dated on / / .
- F. The Developer's has obtained the final layout plan approvals for the Project from the **Siliguri Municipal Corporation** vide **Sanction Building Plan No. SWS-OBPAS/ / / , Plan Ground (Parking) + 3 Storied Residential Building, dated on / /**. The Developer's 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 Developer's has registered the Project under the provisions of the Act with the West Bengal Real Estate Regulatory Authority at _____ No _____;

H. The Allottee had applied for an apartment in the Project vides Application No. **SWS-OBPAS/** / / , dated on / / , and has been allotted Apartment No. _____ having carpet area of _____ square feet, type _____, No _____ floor in [Tower / Block / Building] No. ("Building") along with garage / closed Parking No. _____ admeasuring _____ square feet in the _____ [Please insert the location of the garage / closed parking], 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 Schedule B and the floor plan of the apartment is annexed hereto and marked with red border);

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 Allottees have independently examined and verified or caused to be examined and verified, inter alia, the following and have fully satisfied themselves about the same:

1.1. The Title of the Developer's in respect of the Premises along with Development Agreement as well as the Development Power of Attorney (if any);

1.2. The Sanctioned Plans of the Buildings and further revised Sanctioned Plan (if any);

1.3. The Carpet Area of the Said Apartment;

1.4. The Specifications and common Portions of the Project;

1.5. The respective rights interest and entitlements of the Developer's & the Allottees under this Agreement for Sale.

- K. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rule, regulations, notifications, etc., applicable to the Project;
- L. 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;
- M. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by an between the Parties, the Developer hereby agrees to sell and the Allottee hereby agrees to purchase the Apartment as specified in paragraph H;

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

1. TERMS:

Subject to the terms and conditions as detailed in the Agreement, the Developer's agrees to sell to the Allottee and the Allottee hereby agrees to purchase, the Apartment as specified in paragraph H;

The Total Price for the Apartment based on the carpet area of.....sq. ft., excluding (balcony area having carpet area.....sq. ft.), is Rs. _____ (Rupees _____ only ("Total Price"))

(total super build up areasq. ft.) (Give break up and description):

Block / Building / Tower No. _____ Apartment No. _____ Type _____ Floor _____	Rate of Apartment per square feet*

*Provide breakup of the amounts such as cost of apartment, proportionate cost of common areas, preferential location charges, taxes etc.

Explanation:

- (i) The Total Price above includes the booking amount paid by the allottee to the Developer's towards the Apartment;

- (ii) The Total Price above includes Taxes (consisting of tax paid or payable by the Developer's 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 Developer's) up to the date of handing over the possession of the Apartment;
- (iii) Provided that in case there is any change / modification in the taxes, the subsequent amount payable by the allottee to the Developer's shall be increased/reduced based on such change / modification;
- (iv) The Developer's shall periodically intimate to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment within 30 (Thirty) days from the date of such written intimation. In addition, the Developer shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;

- (v) The Total Price of Apartment includes: (i) pro rata share in the Common Areas; as provided in the Agreement.

The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Developer's undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authorities, the Developer's shall enclosed 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").

It is agreed that the Developer's Shall not make any additions and alteration in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described therein in respect of the apartment, plot or building, as the case may be, without the previous written consent of the Allottee. Provided that the Developer's 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 Developer's shall confirm the final carpet area that has been allotted to the Allottee after the construction of the building is complete and the occupancy certificate is applied 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's. If there is any reduction in the carpet area within the defined limit then Developer's shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the

Developer's shall demand that from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square feet as agreed in clause 1.2 of this Agreement.

In case there is any modification or change in the project, then the Purchasers or any other third parties shall not raise any objection or create any hindrance.

Subject to Clause 9, the Developer's agrees and acknowledges, the Allottee shall have the right to the Apartment as mentioned below:

- (i) The allottee shall have exclusive ownership of the Apartment.
- (ii) The Allottee shall also have undivided proportionate share in the Common Areas (excluding the roof right which shall be retained by the Developer's).

Since the share / interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other occupants, maintenance staff etc., without causing

any inconvenience or hindrance to them. Further, the right of the Allottee to use the Common Areas shall always be subject to the timely payment of maintenance charges and other charges as applicable. It is clarified that the Developer's shall convey undivided proportionate title in the common areas to the association of allottees as provided in the Act;

- (iii) That the computation of the price of the Apartment 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 Developer's and the Allottee agrees 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 Allottees of the project.

It is understood by the Allottee that all other areas and i.e. areas and facilities falling outside the Project, namely "**JIBANALAY**" 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's agrees to pay all outgoings before transferring the physical possession of the apartment to the Allottee, which it has collected from the Allottee, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the project). If the Developer's fails to pay all or any of the outgoings collected by it from the Allottee or any liability, mortgage loan

and interest thereon before transferring the apartment to the Allottees, the Developer's 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 has paid a sum of Rs _____, (Rupees _____ only) as booking amount being part payment towards the Total Price of the Apartment at the time of application the receipt of which the Developer's hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Apartment as prescribed in the Payment Plan as may be demanded by the Developer's within the time and in the manner specified therein:

Provided that if the allottee delays in payment towards any amount for which are payable, he/she/they 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's abiding by the construction milestones, the Allottee shall make all payments, on demand by the Developer's, 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 '_____ ' payable at _____.

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES

The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules and Regulations made thereunder or any statutory amendment(s) modification(s) made hereof and all other applicable laws, including that of remittance of Payment acquisition/sale/transfer of immovable properties in India etc. and provide the Developer's with such permission, approvals which would enable the Developer's to fulfill its obligations under the Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange

Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law.

The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India; he/she shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

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

4. ADJUSTMENT / APPROPRIATION OF PAYMENTS

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

5. TIME IS ESSENCE

Time is of essence for the Developer's as well as the Allottee. The Developer's shall abide by the time schedule for completing the project and handing over the [Apartment] to the Allottee after making application for completion certificate and the common areas to the association of the allottees after applying for the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement

subject to the simultaneous completion of construction by the Developer as provided in Schedule C ("Payment Plan").

6. CONSTRUCTION OF THE PROJECT / APARTMENT

The Allottee has seen the specifications of the [Apartment] and accepted the Payment Plan, floor plans, layout plans, sanction plans [annexed along with the Agreement] which has been approved by the competent authority, as represented by the Developer's. The Developer Shall develop the Project in accordance with the said layout plans, sanction plans, floor plans and specifications. Subject to the terms in the Agreement, the Developer undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the 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 Developer's shall constitute a material breach of the Agreement.

7. POSSESSION OF THE APARTMENT

Schedule for possession of the said [Apartment]: The Developer's agrees and understands that timely delivery of possession of the Apartment is the essence of the Agreement. The Developer's, based on the approved plans and specifications, assures to hand over possession of the Apartment within _____ months, from the date sanction of building plan, with an additional period of ____ months, unless there is delay or failure due to war, flood, drought, fire, strike, agitations, bandhs, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project ("Force Majeure"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Developer's shall be entitled to the extension of time of delivery of possession of the Apartment, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Developer's to implement the project due to Force Majeure Conditions, then this allotment shall stand terminated and the Developer's shall refund to the Allottee the entire amount received by the Developer's from the

allotment within 45 days from that date without any interest and after deduction of Tax which was already paid to the government. After refund of the money paid by the Allottee, Allottee agrees that he/she shall not have any rights, claims etc. against the Developer and that the Developer's shall be released and discharged from all its obligations and liabilities under this Agreement.

Procedure for taking possession - The Developer's, upon applying for the occupancy certificate to the competent authority shall offer in writing the possession of the Apartment, to the Allottee in terms of this agreement to be taken within 3 (Three) month from the date of issue of such notice and the Developer's shall give possession of the Apartment to the Allottee. The Developer's agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Developer's. The Allottee agree(s) to pay the maintenance charges as determined by the Developer's / association of Allottees, as the case may be. The Developer's on its behalf shall offer the possession to the Allottee in writing within ____ days from the date of applying for the occupancy certificate of the Project.

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

Possession by the Allottee – After applying for the occupancy certificate and handing over physical possession of the Apartment to the Allottees, it shall be the responsibility of the Developer's to hand over the duplicate copy of necessary documents and plans, including common areas, to the association of the Allottees or the competent authority, as the case may be, as per the local laws.

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

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

Compensation - The Developer's shall compensate the Allottee in case of any loss caused to him/her/them 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's 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 their business as a developer on account of suspension

or revocation of the registration under the Act; or for any other reason; the Developer's shall be liable, on demand to the allottees, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by them in respect of the Apartment, without any interest within 45 days in the manner as provided under the Act. Provided that where if the Allottee does not intend to withdraw from the Project, the Developer's shall pay the Allottee the interest at the rate specified in the Rules for every month of delay, till handing over the possession of the Apartment.

↩ **REPRESENTATIONS AND WARRANTIES OF THE DEVELOPER**

The Developer's hereby represents and warrants to the Allottee as follows:

- (i) The Developer's has absolute, clear and marketable title with respect to the said Land; the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;

- (ii) The Developer's 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) [in case there are any encumbrances on the land provided details of such encumbrances including any rights, title, interest and name of party in or over such land];
- (v) There are no litigations pending before any Court of law with respect to the said Land, Project or the Apartment;
- (vi) 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 Developer's 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;

- (vii) The Developer's has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- (viii) The Developer's has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Land, including the Project and the said [Apartment/Plot] which will, in any manner, affect the rights of allottee under this Agreement;
- (ix) The Developer's confirms that the Developer's is not restricted in any manner whatsoever from selling the said Apartment to the Allottee in the manner contemplated in this agreement;

- (x) At the time of execution of the conveyance deed the Developer's shall handover lawful, vacant, peaceful, physical possession of the Apartment to the Allottee and the common areas to the Association of the Allottees;
- (xi) 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;
- (xii) The Developer's has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and / or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;
- (xiii) 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's in respect of the said Land
and / or the Project;

- (xiv) That the property is not Waqf property.

↳ **EVENTS OF DEFAULTS AND CONSEQUENCES**

Subject to the Force Majeure clause, the Developer's shall be considered under a
condition of Default, in the following events;

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

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

In case of Default by Developer's under the conditions listed above, allottee is entitled to the following;

- (i) Stop making further payments to Developer's as demanded by the Developer's. If the Allottee stops making payments, the Developer's shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any penal interest; or
- (ii) The Allottee shall have the option of terminating the Agreement in which case the Developer's shall be liable to refund the entire money paid by the Allottee after deducting the tax which was already paid to the government

under any head whatsoever towards the purchase of the apartment within forty-five days of receiving the termination notice;

Provided that where an Allottee does not intend to withdraw from the project or terminate the Agreement he can do so.

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

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

- (ii) In case of Default by Allottee under the condition listed above continues for a period beyond ____ consecutive months after notice from the Developer's in this regard, the Developer's shall cancel the allotment of the Apartment in favour of the Allottee and refund the amount money paid to him by the allottee by deducting the booking amount and the interest liabilities and tax which was already paid to the government and this Agreement shall thereupon stand terminated.

10. CONVEYANCE OF THE SAID APARTMENT

The Developer, on receipt of complete amount of the Price of the Apartment / unit under the Agreement from the Allottee, 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 date of applying for the occupancy certificate. However, in case the Allottee fails to deposit the Stamp duty, registration charges and all other incidental and legal expenses etc. so demanded within the period mentioned in the demand letter, the Allottee

authorizes the Developer's to withhold registration of the conveyance deed in his/her/their favour till full and final settlement of all dues and stamp duty and registration charges to the Developer's is made by the Allottee. The allottee shall be solely responsible and liable for compliance of the provisions of the Indian Stamp Act, 1899 including any actions taken or deficiencies/penalties imposed by the competent authority (ies).

11. MAINTENANCE OF THE SAID BUILDING / APARTMENT / PROJECT

The Promoter shall be responsible to provide and maintain essential services in the Project till taking over of the maintenance of the project by the association of the allottees. 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 Developer's as per

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

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

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

14. RIGHT TO ENTER THE APARTMENT FOR REPAIRS

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

15. USAGE

Use of Service Areas: The service areas, if any, as located within the Project "JIBANALAY" shall be earmarked for purposes of Underground Water Tanks, Fire Fighting Tanks and others equipment's etc. and other permitted to uses as per sanctioned plans. The Allottee shall not be permitted to use the services areas in any manner whatsoever, other than for use by the association of allottees formed by the Allottees for rendering maintenance services.

- 16. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT :** Subject to Clause 12 above, the Allottee 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 changes or alter or make additions to the Apartment and keep the Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized. The Allottee further undertakes, assures and guarantees that he/she would not put any sign-board / name-plate, neon light, window grills, publicity material or advertisement material etc. on the face / faced of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottees shall also not change the colour scheme of the outer walls or painting of the exterior side or the windows or carry out any change in the exterior

elevation or design. Further the Allottee shall not store and hazardous or combustible goods in the Apartment or places any heavy material in the common passages or staircase of the Building. The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Developer's and thereafter the association of allottees and / or maintenance agency appointed by association of allottees. The Allottees shall be responsible for any loss or damages arising out of breach of any or the aforesaid conditions.

17. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY ALLOTTEE

The Allottee is entering into this Agreement for the allotment of an Apartment with the full knowledge of all laws, rules, regulations, notifications applicable to the Project in general and this project in particular. That the Allottee hereby undertakes that he/she shall comply with and carry out, from time to time after he/she has taken over for occupation and use the said 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.

14. ADDITIONAL CONSTRUCTIONS

The Developer's 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 any addition construction as may be permitted by the Competent Authority as provided and/or permitted under the Act.

14. DEVELOPER'S SHALL NOT MORTGAGE OR CREATE CHARGE

After the Developer's executes this agreement he shall not mortgage or create a charge on the [Apartment / Plot / Building] and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such [Apartment/Plot/Building].

20. APARTMENT OWNERSHIP ACT

The Developer's has assured the Allottees that the project in its entirety is in accordance with the provisions of the West Bengal Apartment Ownership Act,

1972. The Developer's showing compliance of various laws/regulations as applicable in the State of West Bengal.

21. BINDING EFFECT

Forwarding this Agreement to the Allottee by the Developer's does not create a binding obligation on the part of the Developer's or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Developer's. If the Allottee(s) fails to execute and deliver to the Developer's this Agreement within 30 (Thirty) days for the date of its receipt by the Allottee and/or appear before the Registrar/Sub-Registrar/registrar of Assurance for its registration as and when intimated by the Developer's, then the Developer's shall serve a notice to the Allottee for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including

the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

22. ENTIRE AGREEMENT

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

23. RIGHT TO AMEND

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

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

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

25. WAIVER NOT A LIMITATION TO ENFORCE

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

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 reasonable 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 has to make any payment, in common with other Allottee (s) in Project, the same shall be the proportion which the carpet area of the [Apartment/Plot] bears to the total carpet area of all the [Apartment/Plot] in the Project.

2⇐ FURTHER ASSURANCES

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

2⇐ PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by the Developer's through its authorized signatory at the Developer's Office, or at some other place, which may be mutually agreed between the Developer's and the Allottee, in _____, after the Agreement is duly executed by the Allottee and the Developer's 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 _____, District- _____.

30. NOTICES

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

_____ (Name of Allottee)

(Allottee Address)

“SIDDHI VINAYAK CONSTRUCTION”

Situated at Mukunda Das Road, Milan Pally, Siliguri, within the Siliguri Municipal Corporation area under Ward No. 25, Post Office – Siliguri Bazar, & Police Station – Siliguri, Pin Code – 734005, in the District of Darjeeling, in the State of West Bengal.

It shall be the duty of the Allottee and the Developer's 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's or the Allottee, as the case may be.

31. JOINT ALLOTTEES

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

32. GOVERNING LAW

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

33. DISPUTE RESOLUTION

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

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

SIGNED AND DELIVERED BY THE WITHIN NAMED

Allottees:

(1) Signature _____ (2)

Signature

Name _____

Name

Address _____

Address _____

**SIGNED AND DELIVERED BY THE WITHIN NAMED SIGNATURE OF THE
OWNER.**

(1) Signature _____

Name _____

Address _____

SIGNED AND DELIVERED BY THE WITHIN NAMED

Developer: _____

Address: _____

Signature _____

At _____, on _____ in the presence of:

WITNESSES:

(1) Signature _____ (2)

Signature

Name _____

Name

Address _____

Address

SCHEDULE A

PART – I

WHEREAS:-

1. WHEREAS, (1) Sri Shyam Sundar Banik, (2) Sri Subhash Banik @ Subhash Chandra Banik, (3) Sri Nitai Chandra Banik, (4) Sri Manoranjan Banik all are Sons of Sri Jiban Krishna Banik, had jointly acquired of all that piece or parcel of Land Measuring about 0.135 Acre, or 13.5 Decimal, or more or less ⇐ Katha, appertaining to and forming part of R.S. Plot No. 6868, recorded in R.S. Khatian No. 4021, Situated at Mouza – Siliguri J.L. No. 110 (88), Police Station – Siliguri, registry office at Sub-Registrar Siliguri, in the District of Darjeeling, by virtue of a registered Deed of Sale, dated on 25th August, 1971, registered at the office of Sub-Registrar Siliguri, and recorded in Book No. I, being Deed No. 4126 for the year 1971, executed by from Sri Ajit Kumar Dasgupta, Son of Late Priyonath Dasgupta, and the Owner's herein.

2. WHEREAS the aforesaid, being owner's in such possession said, (1) Sri Shyam Sundar Banik, (2) Sri Subhash Banik @ Subhash Chandra Banik, (3) Sri Nitai

Chandra Banik, (4) Sri Manoranjan Banik all are Sons of Sri Jiban Krishna Banik, the owner's herein, have become the absolute joint owner's of all that piece or parcel of Land Measuring about 0.135 Acre, or 13.5 Decimal, or more or less ↵ Katha, and also have jointly constructed a tin-shed wooden structure upon aforesaid landed property, appertaining to and forming part of R.S. Plot No. 6868, recorded in R.S. Khatian No. 4021, Situated at Mouza – Siliguri J.L. No. 110 (88), Police Station – Siliguri, registry office at Sub-Registrar Siliguri, in the District of Darjeeling, and having all permanent heritable & transferable right, title & interest therein and possession thereon, free from all encumbrances whatsoever.

3. WHEREAS thereafter, being owner's in such possession said, one of the joint owner's namely, Sri Subhash Banik @ Subhash Chandra Banik, Son of Sri Jiban Krishna Banik, [became the owner of 1/4th undivided share of aforesaid Land Measuring 0.0333 Acres (own share)], the owner herein, have recorded the aforesaid land in his name in the record of rights at the office of B.L. & L.R.O., Siliguri, therefore a new Khatian has been issued in his favour vide L.R. Khatian No. 4515, bearing in L.R. Plot No. 2236, Situated at Mouza – Siliguri Madhya, J.L.

No. 88, and it's got the permanent heritable and transferable right over the said landed property in his name as per provision of W. B. L. R. Act 1955.

4. WHEREAS, the aforesaid being the absolute owner herein, Manoranjan Banik, died intestate dated on 02nd October, 2007, leaving behind him his legal heirs, Wife namely (i) Smt. Shephali Banik, two Married Daughter namely (ii) Smt. Tumpa Banik @ Tumpa Munsu, Wife of Manirujjaman Sk., (iii) Smt. Rumpa Banik @ Rumpa Bhowal, Wife of Sri Animesh Bhowal, and one Son namely (iv) Sri Bumba Banik, entitled to succeed to his property according to Hindu Law and such as above named legal heirs jointly inherited of Land Measuring 0.0333 Acres, (Sri Bumba Banik, inherited 1/4th undivided share of Land Measuring 0.0084 Acres, and each having in equal share of Land Measuring 0.0083 Acres), undivided share of land, left by Manoranjan Banik and abovesaid named legal heirs became the joint owner's of the total landed property, as his only legal heirs and successors as per provision of Hindu Succession Act, 1956.

5. WHEREAS, the aforesaid being the absolute owner herein, Shyam Sundar Banik, died intestate dated on 21st December, 2020, leaving behind him his legal heirs, Wife namely (i) Smt. Mayarani Banik, three Married Daughter namely (ii) Smt. Sukla Banik, Wife of Sri Joychand Banik, (iii) Smt. Suvra Banik @ Suvra Ganesh Banik, Wife of Sri Manik Chandra Banik, (iv) Smt. Susmita Banik @ Susmita Sen, Wife of Sri Arijit Sen, and one Son namely (v) Sri Mahadeb Banik, entitled to succeed to his property according to Hindu Law and such as above named legal heirs jointly inherited of Land Measuring 0.0332 Acres, (Smt. Mayarani Banik, inherited 1/5th undivided share of Land Measuring 0.0068 Acres, and each having in equal share of Land Measuring 0.0066 Acres), undivided share of land, left by Shyam Sundar Banik and abovesaid named legal heirs became the joint owner's of the total landed property, as his only legal heirs and successors as per provision of Hindu Succession Act, 1956.
6. WHEREAS, the aforesaid being the absolute joint owner herein, Nitai Chandra Banik, died intestate dated on 17th May, 2021, leaving behind him his legal heirs, two Sons namely (i) Sri Joydeb Banik, (ii) Sri Basudeb Banik, and one Married

Daughter namely (iii) Smt. Nupur Banik, Wife of Sri Naresh Chandra Banik, entitled to succeed to his property according to Hindu Law and such as above named legal heirs jointly inherited of Land Measuring 0.0247 Acres, (Smt. Nupur Banik, inherited $\frac{1}{3}^{\text{rd}}$ undivided share of Land Measuring 0.0110 Acres, and each having in equal share of Land Measuring 0.0111 Acres), undivided share of land, left by Nitai Chandra Banik and abovesaid named legal heirs became the joint owner's of the total landed property, as his only legal heirs and successors as per provision of Hindu Succession Act, 1956.

7. WHEREAS thereafter by virtue of inheritance, (1) Smt. Mayarani Banik, Wife of Late Shyam Sundar Banik, (became the owner of undivided share of aforesaid Land Measuring 0.0068 Acres, and mutated her name accordingly in Khatian No. 13379), (2) Smt. Sukla Banik, Wife of Sri Joychandra Banik & Daughter of Late Shyam Sundar Banik, (became the owner of undivided share of aforesaid Land Measuring 0.0066 Acres, and mutated her name accordingly in Khatian No. 13380), (3) Sri Mahadeb Banik, Son of Late Shyam Sundar Banik, (became the owner of undivided share of aforesaid Land Measuring 0.0066 Acres, and mutated

his name accordingly in Khatian No. 13381), (4) Smt. Suvra Banik @ Suvra Ganesh Banik, Wife of Sri Manik Chandra Banik & Daughter of Late Shyam Sundar Banik, (became the owner of undivided share of aforesaid Land Measuring 0.0066 Acres, and mutated her name accordingly in Khatian No. 13382), (5) Smt. Susmita Banik @ Susmita Sen, Wife of Sri Arijit Sen & Daughter of Late Shyam Sundar Banik, (became the owner of undivided share of aforesaid Land Measuring 0.0066 Acres, and mutated her name accordingly in Khatian No. 13383), (6) Smt. Shephali Banik, Wife of Late Manoranjan Banik, (became the owner of undivided share of aforesaid Land Measuring 0.0083 Acres, and mutated her name accordingly in Khatian No. 13375), (7) Smt. Tumpa Banik @ Tumpa Munsi, Wife of Manirujjaman Sk. & Daughter of Late Manoranjan Banik, (became the owner of undivided share of aforesaid Land Measuring 0.0083 Acres, and mutated her name accordingly in Khatian No. 13376), (8) Smt. Rumpa Banik @ Rumpa Bhowal, Wife of Sri Animesh Bhowal & Daughter of Late Manoranjan Banik, (became the owner of undivided share of aforesaid Land Measuring 0.0083 Acres, and mutated her name accordingly in Khatian No. 13377), (9) Sri Bumba Banik, Son of Late Manoranjan Banik, (became the owner of undivided share of

aforesaid Land Measuring 0.0084 Acres, and mutated his name accordingly in Khatian No. 13378), (10) Sri Joydeb Banik, Son of Late Nitai Chandra Banik, (became the owner of undivided share of aforesaid Land Measuring 0.0111 Acres, and mutated his name accordingly in Khatian No. 13384), (11) Sri Basudeb Banik, Son of Late Nitai Chandra Banik, (became the owner of undivided share of aforesaid Land Measuring 0.0111 Acres, and mutated his name accordingly in Khatian No. 13385), and (12) Smt. Nupur Banik, Wife of Sri Naresh Chandra Banik & Daughter of Late Nitai Chandra Banik, became the owner of undivided share of aforesaid Land Measuring 0.0110 Acres, and mutated her name accordingly in Khatian No. 13386, the above named legal heirs became the joint owner's by inherited of the undivided share of aforesaid Land Measuring 0.0997 Acres, left by deceased (1) Shyam Sundar Banik, (2) Manoranjan Banik, (3) Nitai Chandra Banik, the above named legal heirs also recorded the aforesaid land in their name's in the record of rights at the office of B.L. & L.R.O., Siliguri, therefore Eleven new Khatian's has been issued in their favor vide L.R. Khatian Nos. 4515, 13375, 13376, 13377, 13378, 13379, 13380, 13381, 13382, 13383, 13384, 13385, 13386, bearing in L.R. Plot No. 2236, and also the said plot has been classified as

“Bastu”, under Mouza – Siliguri Madhya, J.L. No. 88, and they got the permanent heritable and transferable right over the said landed property in their name’s as per provision of W. B. L. R. Act 1955, since then in their khas actual and physical possession and having all permanent heritable & transferable right, title & interest therein and possession thereon, free from all encumbrances whatsoever.

← AND WHEREAS therefore, being owner’s in such possession said (1) Sri Subhash Banik @ Subhash Chandra Banik, Son of Late Jiban Krishna Banik, (2) Smt. Mayarani Banik, Wife of Late Shyam Sundar Banik, (3) Smt. Sukla Banik, Wife of Sri Joychandra Banik & Daughter of Late Shyam Sundar Banik, (4) Sri Mahadeb Banik, Son of Late Shyam Sundar Banik, (5) Smt. Suvra Banik @ Suvra Ganesh Banik, Wife of Sri Manik Chandra Banik & Daughter of Late Shyam Sundar Banik, (6) Smt. Susmita Banik @ Susmita Sen, Wife of Sri Arijit Sen & Daughter of Late Shyam Sundar Banik, (7) Smt. Shephali Banik, Wife of Late Manoranjan Banik, (8) Smt. Tumpa Banik @ Tumpa Munsi, Wife of Manirujjaman Sk. & Daughter of Late Manoranjan Banik, (9) Smt. Rumpa Banik @ Rumpa Bhowal, Wife of Sri Animesh Bhowal & Daughter of Late Manoranjan Banik, (10) Sri Bumba Banik, Son of Late

Manoranjana Banik, (11) Sri Joydeb Banik, Son of Late Nitai Chandra Banik, (12) Sri Basudeb Banik, Son of Late Nitai Chandra Banik, (13) Smt. Nupur Banik, Wife of Sri Naresh Chandra Banik & Daughter of Late Nitai Chandra Banik, (the owner's herein), desirous to construct a Ground (Parking) + 3 Storied Residential Building upon their aforesaid plot of Land Measuring about 0.135 Acre, or 13.5 Decimal, or more or less $\leftrightarrow$ Katha, appertaining to and forming part of R.S. Plot No. 6868, corresponding to L.R. Plot No. 2236, recorded in R.S. Khatian No. 4021, corresponding to L.R. Khatian Nos. 4515, 13375, 13376, 13377, 13378, 13379, 13380, 13381, 13382, 13383, 13384, 13385, 13386, Situated at Mouza – Siliguri now Siliguri Madhya, J.L. No. 110 (88) (Old) & $\leftrightarrow$ (New) , within the Siliguri Municipal Corporation area under Ward No. 18, bearing Holding No. 42/149/137/464, Situated at Netaji Subhas Road By Lane, Hati More, Subhas Pally, Siliguri, Police Station – Siliguri, registry office at Sub-Registrar Siliguri, in the District of Darjeeling, and is with “SIDDHI VINAYAK CONSTRUCTION”, a Registered Proprietorship Firm, represented by and through its sole Proprietor namely, Sri Abhijit Modak, Son of Abani Mohan Modak, (the developer's herein), and therefore (the owner's and the developer's) both the parties have jointly

entered into a registered Development Agreement, dated on 31st May, 2022, registered at the office of Additional District Sub-Registrar Siliguri, and recorded in Book No. I, Volume No. 0402-2022, Pages from 62764 to 62798, being Deed No. 040201609 for the year 2022, and thereafter, they have also jointly entered into a registered a Development Power of Attorney, dated on 31st May, 2022, registered at the office of Additional District Sub-Registrar Siliguri, and recorded in Book No. I, Volume No. 0402-2022, Pages from 62816 to 62842, being Deed No. 040201612 for the year 2022, to and in favor of the aforesaid developer's as their constituted attorney.

↳ WHEREAS thereafter the abovesaid (developer's) namely "SIDDHI VINAYAK CONSTRUCTION", a Registered Proprietorship Firm, represented by and through its sole Proprietor namely, Sri Abhijit Modak, Son of Abani Mohan Modak, construct a Ground (Parking) + 3 Storied Residential Building, upon their aforesaid plot of Land Measuring about 0.135 Acre, or 13.5 Decimal, or more or less ↵
Katha, as per Sanctioned Building Plan Permit vide No. SWS-OBPAS/

/ / , dated on / / , duly

approved by Siliguri Municipal Corporation, hereinafter referred to as **“the said Premises”** and more fully and particularly mentioned and described in the **Schedule “A”** hereunder written and have been enjoying the same peacefully, freely, absolutely and without any interruptions from any corner whatsoever and paying usual rents and taxes to the proper authorities concerned in their own names as the absolute owners and possessors and have the absolute power of ownership and also entitle to sell, gift, lien, mortgage, assign the same to anybody else in any way as they will think fit and proper. The Owner’s state that the said Premises has a good and marketable title and the Owner’s are exercising all rights of ownership thereupon free from all encumbrances, charges, liens, lispendens, demands, claims, hindrances, attachments, debts, dues, acquisitions and requisitions whatsoever without any interference, disturbance and obstruction whatever from any person whomsoever and corner and manner whatever.

SCHEDULE A

PART II**DESCRIPTION OF THE PREMISES**

ALL THAT piece and parcel of Land Measuring about 0.135 Acre, or 13.5 Decimal, or more or less ⇐ Katha, appertaining to and forming part of R.S. Plot No. 6868, corresponding to L.R. Plot No. 2236, recorded in R.S. Khatian No. 4021, corresponding to L.R. Khatian Nos. 4515, 13375, 13376, 13377, 13378, 13379, 13380, 13381, 13382, 13383, 13384, 13385, 13386, Situated at Mouza – Siliguri now Siliguri Madhya, J.L. No. 110 (88) (Old) & ⇐(New) , within the Siliguri Municipal Corporation area under Ward No. 18, bearing Holding No. 42/149/137/464, Situated at Netaji Subhas Road By Lane, Hati More, Subhas Pally, Siliguri, Police Station – Siliguri, registry office at Sub-Registrar Siliguri, in the District of Darjeeling, in the State of West Bengal.

Which is butted and bounded as follows:

By the North : 20' Feet Wide S.M.C. Road (Netaji Subhas Road);

By the South : Land of Jamuna Routh;

By the East : Nilmoni Club & Land of Nibash Ghosh;

By the West : Land of Ketai Paul.

SCHEDULE-B

DESCRIPTION OF THE APARTMENT AND COVERED PARKING

PART- I

ALL THAT the Apartment No.____ with on the _____ **Floor of Block-** _____,

having carpet area of _____ **square feet**, excluding of balcony area of

_____ square feet (having Super Built Up area _____ **Sq. Ft.**), more or

less, flooring _____, at the Project known as "**JIBANALAY**", constructed on the

premises stated in the Schedule-A(Part-II) hereinabove written TOGETHERWITH

undivided, impartible proportionate share of land underneath the said Block
 TOGETHERWITH all other easement and common rights over common passages and
 common facilities and amenities attached to and available with all other flats in the
 building.

PART- II

ALL THAT Parking space purchased with the right to park for ____ (____) medium sized
 car in the _____ car parking space, admeasuring _____ (_____)
Sq. Ft. more or less Super Build Up Area, flooring _____, situate at the
 _____ of the building, situate in the complex namely “**JIBANALAY**”.

SCHEDULE- 'C'

PAYMENT PLAN

PART- I**“AGREED CONSIDERATION”**

(a) Consideration for the Undivided Share and for

Construction and completion of the said Apartment

Rs...../-

No. _____ on _____ floor admeasuring _____ sq.ft.

Approx Carpet Area. (Super Built up area _____ Sq. ft.)

AGREED CONSIDERATION

Rs...../-

[Rupeesonly]

Goods & Service Tax as applicable extra on total value at current rates
and/or as applicable at the time of payment.

PART – II

Payment Terms

10% at the time of Agreement.

20% at the time of Foundation.

20% at the time of Roof Casting.

20% at the time of Brick Work.

10% at the time of Wall Plastering.

10% at the time of Flooring.

10% at the time of Possession or Registration (whichever is early).

RECEIPT

RECEIVED a sum of **Rs./-** (**Rupees**) only from the above
 named Purchasers as advance amount against the full and final amount of
Rs./- (**Rupees**) only.

MEMO OF CONSIDERATION

Sl. No.	Cheque No. / DD No.	Date	Drawn on Bank & Branch	In favour of	Amount (Rs,)
1.					/-
TOTAL					/-

(Rupees _____) only.

WITNESSES

1.

----- SIGNATURE
OF DEVELOPER'S

2.

Drafted and prepared by me: