

K. N. CONSTRUCTION  
Nabila Kedia  
Partner

### AGREEMENT FOR SALE

This Agreement for Sale ("**Agreement**") executed on this 3<sup>rd</sup> day of September 2023

**By and Between**

**1. SMT. REKHA KEDIA**(P. A. No. AGWPK8909J)(Aadhaar No. 5726 9164 6939) W/O Sri Manoj Kedia, **2. SMT. NABITA KEDIA**(P. A. No. ARTPK1161G)(Aadhaar No. 8310 2101 1094) W/O Sri Ranjit Kedia, **3. SMT. NISHA AGARWAL**(P. A. No. AJFPA6452Q)(Aadhaar No. 3920 6641 2067) W/O Sri Kishan Lal Agarwal & **4. "KISHAN LAL AGARWAL & SONS HUF"(P. A. No. AAIHK5660A)**, represented its "**KARTA**" **SRI KISHAN LAL AGARWAL**(P. A. No. ACYPA4054E)(Aadhaar No. 8766 2987 4895) S/O Late Kamla Prasad Agarwal, all are Hindu by Religion, Indian by Nationality, Business by Occupation, No. 1 & 2 are residing at 32 Vidyasagar Road, Khalpara, Siliguri & No. 3 & 4 are residing at S. P. Mukherjee Road, Khalpara, Siliguri, all P.O-Siliguri Bazar, P.S-Siliguri, Dist-Darjeeling, Pin-734005, in the State of West Bengal, – hereinafter collectively called the **VENDORS** (Which expression shall mean and include unless excluded by or repugnant to the context their respective heirs, successors, successor-in-office, administrators, legal representatives and assigns) of the **FIRST PART**.

AND

**1. SRI**....., son of Sri....., (**PAN:.....**)(Aadhaar No.....) and **2. SMT**....., wife of Sri ....., (**PAN:.....**), (**Aadhaar No.....**), both are by Religion, Indians by Nationality, No.1.....by Occupation, and No.2.....by Occupation, both Residing at....., in the State of..... here in after called the "**ALLOTTEES/PURCHASER**" (which expression shall unless repugnant to the context or meaning there of be deemed to mean and include their heirs, executors, administrators, successors-in- interest and permitted assignees) of the "**SECOND PART**".

AND

**"K N CONSTRUCTION"**(P. A. No. AAXFK9387P), a Partnership firm, having its Office at 32 Vidyasagar Road, Khalpara, Siliguri, P.O-Siliguri Bazar, P.S-Siliguri, Dist-Darjeeling, Pin-734005, in the State of West Bengal, represented by one of its Partner **SMT. NABITA KEDIA**(P. A. No. ARTPK1161G)(Aadhaar No. 8310 2101 1094) W/O Sri Ranjit Kedia, Hindu by Religion, Indian by Nationality, Business by Occupation, residing at 32 Vidyasagar Road, Khalpara, Siliguri, P.O-Siliguri Bazar, P.S-Siliguri, Dist-Darjeeling, Pin-734005, in the State of West Bengal, hereinafter called the **PROMOTER/DEVELOPER** (which expression shall mean and include unless excluded by or repugnant to the context its executors, successors in office, legal representatives, administrators and assigns) of the **THIRD PART**.

The Vendor, Promoter and the Purchaser(s) shall hereinafter be collectively referred to as "Parties" and individually as a "Party".

WHEREAS:

A.

WHEREAS the above named Land Owner No. 1, 2, 3 & 4 along with their co-sharer namely **KEDARNATH AGARWAL & SMT. SUMITRA DEVI KEDIA** were the joint absolute owner of all that piece or parcel of land measuring **1.75(One Point Seven Five)** Kathas, appertaining to R. S. Plot No. **77/554**, recorded R. S. Khatian No. **800**, situated at Mouza-DABGRAM, J. L. No. **2**, Pargana-Baikunthapur, under R. S. Sheet No. **9**, P.S-Bhaktinagar, Addl. District Sub-Registry Office Bhaktinagar, Dist. Jalpaiguri, by virtue of Deed of Conveyance, recorded in Book No. I, CD Volume No. 4, Pages from 5947 to 5962, being Document No. 01777, for the year 2011, registered at District Sub-Registry Office Jalpaiguri, executed by **Sri Jiren Roy S/O Late Umel Singh Roy** of Jyotinagar, Siliguri and shall ever since then the said Owner No. 1, 2, 3 & 4 along with their co-sharer namely **KEDARNATH AGARWAL & SMT. SUMITRA DEVI KEDIA** had been in exclusive and peaceful possession of the said land without any act of hindrance or obstruction from anybody.

AND WHEREAS the above named Land Owner No. 1, 2, 3 & 4 along with their co-sharer namely **KEDARNATH AGARWAL & SMT. SUMITRA DEVI KEDIA** were also the joint absolute owner of all that piece or parcel of land measuring **6.4375(Six Point Four Three Seven Five)** Kathas, appertaining to R. S. Plot No. **77/554**, recorded R. S. Khatian No. **800**, situated at Mouza-DABGRAM, J. L. No. **2**, Pargana-Baikunthapur, under R. S. Sheet No. **9**, P.S-Bhaktinagar, Addl. District Sub-Registry Office Bhaktinagar, Dist. Jalpaiguri, by virtue of Deed of Conveyance, recorded in Book No. I, CD Volume No. 4, Pages from 5963 to 5978, being Document No. 01778, for the year 2011, registered at District Sub-Registry Office Jalpaiguri, Dist. Jalpaiguri, executed by **Sri Jiren Roy S/O Late Umel Singh Roy** of Jyotinagar, Siliguri and shall ever since then the said Owner No. 1, 2, 3 & 4 along with their co-sharer namely **KEDARNATH AGARWAL & SMT. SUMITRA DEVI KEDIA** had been in exclusive and peaceful possession of the said land without any act of hindrance or obstruction from anybody.

AND WHEREAS subsequently the above named co-sharer namely **KEDARNATH AGARWAL & SMT. SUMITRA DEVI KEDIA** had transferred their undivided shares of land measuring **2.7292(Two Point Seven Two Nine Two)** Kathas, appertaining to R. S. Plot No. **77/554**, recorded R. S. in Khatian No. **800**, situated at Mouza-DABGRAM, J. L. No. **2**, Pargana-Baikunthapur, under R. S. Sheet No. **9**, P.S-Bhaktinagar, Addl. District Sub-Registry Office Bhaktinagar, Dist. Jalpaiguri, unto & in favour of their co-sharer namely **SMT. REKHA KEDIA(Land Owner No. 1 hereof)**, by virtue of Deed of Gift, recorded in Book No. I, CD Volume No. 0711-2020, Pages from 58241 to 58265, being Document No. 071102101, for the year 2020, registered at Addl. District Sub-Registry Office Bhaktinagar, Dist. Jalpaiguri.



**AND WHEREAS** thereafter the said Land Owners recorded the aforesaid land in their names in the record of rights at the Office of B. L. & L. R. O Rajganj and shall ever since Four new L. R. Khatian, being Khatian No. 227 was framed in the name of Land Owner No. 1, being Khatian No. 228 was framed in the name of Land Owner No. 2, being Khatian No. 225 was framed in the name of Land Owner No. 3 & being Khatian No. 226 was framed in the name of Land Owner No. 4, as per provision of W. B. L. R. Act 1955 & subsequently the Land Owners also converted the classification of their respective shares of land from Sahari to Bastu, vide Four Conversion Cases, being Conversion Case No. CN/2020/0701/766 in the name of Land Owner No. 1, being Conversion Case No. CN/2020/0701/767 in the name of Land Owner No. 2, being Conversion Case No. CN/2020/0701/769 in the name of Land Owner No. 3 & being Conversion Case No. CN/2020/0701/768 in the name of Land Owner No. 4.

**AND WHEREAS** by virtue of aforesaid Two Deed of Conveyance, Deed of Gift, Record of Rights & Conversions the said Land Owners have become the sole absolute Owners of the aforesaid land total measuring **8.1875(Eight Point One Eight Seven Five)** Kathas, having permanent heritable & transferable right, title & interest therein.

**AND WHEREAS** above named owners have formed a Partnership Firm namely "**K N CONSTRUCTION**" on 17<sup>th</sup> day of September 2021 under certain terms and conditions in order to have optimum use of their aforesaid landed property decided to develop the said land by constructing amalgamated their land into a single land & desirous of constructing a Ground(Parking+4) Four Storied Residential Building on the aforesaid plot of land more particularly described in the schedule given hereunder and the Plan prepared for which was approved on 26-06-2021 sanctioned by the Siliguri Municipal Corporation, Vide approved Building Plan No. 0109146217900086 & the said Plan was sanctioned on 08-02-2022.

That The said Land is earmarked for the purpose of a Ground(Parking+4) Four Storied Residential Building and the said project shall be known as "KEDAR DHAM ".

**B.** The Vendors/Promoter are fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Vendors 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 approved plan, Vide approved Building Plan No. 0109146217900086 & the said Plan was sanctioned on 08-02-2022.

**D.** The Vendors/Promoter have obtained the final layout plan approvals for the Project from Matigara Panchayat Samity. The Vendors/Promoter agree and undertake 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 Vendor shall register the Project under the provisions of the Act with the Real Estate Regulatory Authority as and when the said Authority commences its operations in the State of West Bengal.

**F.** The Allottee(s) had applied for an apartment in the Project and has been allotted the apartment No. ...., having carpet area measuring .....square feet, super built-up area measuring ..... square feet on..... Floor in Block No ("Building") along with one parking Space measuring..... square feet in the Floor as mentioned in the Schedule 'B' Property, as permissible under the applicable Law.

**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 herein after.

**J.** In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Vendors/Promoter hereby agree to sell and the Allottees here by agree to purchase the Schedule 'B' Property.

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:

### TERMS:

Subject to the terms and conditions as detailed in this Agreement, the Vendor agrees to sell to the Allottee(s) and the Allottee(s) hereby agrees to purchase, the Apartment as specified in paragraph F;

The Total Price for the Apartment is Rs...../-  
(Rupees..... Only)("Total Price") including GST.  
That all the registration expenses, GST or any other taxes by the authority shall be paid by the Allottees separately.

Explanation:

The Total Price above includes the booking amount paid by the Allottee(s) to the Vendor/Promoter towards the Apartment:



The Total Price above includes Taxes (consisting of tax paid or payable by the Vendor, if any as per law, and Cess or any other taxes which may be levied, in connection with the construction of the Project) up to the date of handover the possession of the Apartment:

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

The Vendors/Promoter shall periodically intimate to the Allottee(s), the amount payable as stated in (1.1) above and the Allottee(s) shall make payment within 30 (thirty) days from the date of such written intimation. In addition, the Vendors/Promoter shall provide to the Allottee(s) the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;

The Total price of Apartment includes: 1) proportionate share in the Common Areas; and 2) Flat & parking(s) 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 Vendors/Promoter undertake and agree that while raising a demand on the Allottee(s) for increase in development charges, cost charges imposed by the competent authorities, the Vendors/Promoter shall enclose the said notification/order/rule/regulation to that effect along with the demand letter issued to the Allottee(s), which shall only 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 Vendors/Promoter 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 apartment, plot or building, as the case maybe, without the previous written consent of the Allottee(s). Provided that the Vendors/Promoter 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.

Subject to Clause 9.3 the Vendors/Promoter agrees and acknowledges, the Allottee(s) shall have the right to the [Apartment] as mentioned below:

The Allottee(s) shall have exclusive ownership of the [Apartment]. The Allottee(s) shall also have undivided proportionate share in the Common Areas. Since the share / interest of Allottee(s) in the Common Areas is undivided and cannot be divided or separated, the Allottee(s) shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. Further, the right of the Allottee(s) to use the Common Areas shall always be subject to the timely payment of maintenance charges and other charges as applicable. It is clarified that the Vendors/Promoter shall convey undivided proportionate title in the common areas to the association of Allottee(s) as provided in the Act;

That the computation of the price of the [Apartment] includes recovery of price of land, construction of [not only the apartment but also] the common areas, internal development charges, external development charges, taxes, cost of providing electric wiring, fire detection and firefighting equipment in the common areas etc. and includes cost for providing all other facilities as provided within the Project.

It is made clear by the Vendors/Promoter and Allottee(s) agrees that the [Apartment] along with parking shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the said Land and is not a part of any other project 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.

The Vendors/Promoter agrees to pay all outgoing before transferring the physical possession of the apartment to the Allottee(s), which it has collected from the Allottee(s), for the payment of outgoing (including land cost, ground rent, municipal 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 Vendors/Promoter fail to pay all or any of the outgoing collected by it from the Allottee(s) or any liability, mortgage loan and interest thereon before transferring the apartment to the Allottees, the Vendors/Promoter agree to be liable, even after the transfer of the property, to pay such outgoing and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefore by such authority or person.

The Allottee(s) has paid a sum of Rs \_\_\_\_\_/-(Rupees.....Only)  
by Cheque/RTGS/Demand Draft, inclusive of G.S.T. as booking amount being part payment towards the Total Price of the [Apartment] at the time of Application the receipt of which the Vendors/Promoter hereby acknowledge and the Allottee(s) hereby agrees to pay the remaining price of the [Apartment] as prescribed in the Payment Plan as may be demanded by the Vendors/Promoter within the time and manner specified therein:  
Provided that if the Allottee(s) delay in payment towards any amount for which is payable, he shall be liable to pay interest at the rates specified in the Rules.

## 2. MODE OF PAYMENT

Subject to the terms of the Agreement and the Vendors/Promoter abiding by the construction milestones, the Allottee shall make all payments, on demand by the Vendors/Promoter, within the stipulated time as mentioned in the Payment Plan through A/c Payee Cheque /demand draft or online payment (as applicable) in favour of **"K N CONSTRUCTION"**, payable at .....

That if the Allottee(s) delays in payment to the Vendors/Promoter then the interest will be payable by the purchaser at the rate of 12% p.a. from the date on which the installment falls due till the date of actual payment.



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

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

### 4. ADJUSTMENT/ APPROPRIATION OF PAYMENTS

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

### 5. TIME IS ESSENCE

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



## 6. CONSTRUCTION OF THE PROJECT/APARTMENT

The Allottee(s) has seen the specifications of the [Apartment] and accepted the Payment Plan, floor plans, layout plan which has been approved by the competent authority, as represented by the Vendors/Promoter. The Vendors/Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications. Subject to the terms in this Agreement, the Vendors/Promoter undertake to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed and shall not have an option to make any variation /alteration/modification in such plans, other than in the manner provided under the Act, and breach of this term by the Vendors/Promoter shall constitute a material breach of the Agreement.

## 7. POSSESSION OF THE APARTMENT

**Schedule for possession of the said Apartment:** The Vendors/Promoter agrees and understands that timely delivery of possession of the Apartment is the essence of the Agreement. The Vendors/Promoter, based on the approved plans and specifications, assures to handover possession of the [Apartment] on **MARCH, 2025 and the entire Project will also be completed on DECEMBER, 2025** unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project ("Force Majeure"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee(s) agrees that the Vendors/Promoter shall be entitled to the extension of time for delivery of possession of the [Apartment], provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee(s) agrees and confirms that, in the event it becomes impossible for the Vendors/Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Vendors/Promoter shall refund to the Allottee(s) the entire amount received by the Vendors/Promoter from the allotment within 45 days from that date. After refund of the money paid by the Allottee(s), Allottee(s) agrees that he/she shall not have any rights, claims etc. against the Vendors/Promoter and that the Vendors/Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

**Failure of Allottee(s) to take Possession of [Apartment]:** Upon receiving a written intimation from the Vendors/Promoter the Allottee(s) shall take possession of the [Apartment] from the Vendors/Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Vendors/Promoter shall give possession of the [Apartment] to the Allottee(s). In case the Allottee(s) fails to take possession within the time provided 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 then Cancellation Agreement will be done before and the advance amount paid by the Allottee(s) shall be refunded only on sale of the said Flat.

**Compensation-** The Vendors/Promoter 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 Vendors/Promoter fail to complete or is unable to give possession of the [Apartment] (i) in accordance with the terms of this Agreement, duly completed by the date specified herein; or(ii)due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Vendors/Promoter shall be liable, on demand to the Allottees, in case the Allottee(s)wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Apartment, with interest at the rate specified in the Rules within 45 days including compensation in the manner as provided under the Act. Provided that where if the Allottee(s) does not intend to withdraw from the Project, the Vendors/Promoter shall pay the Allottee(s) interest at the rate specified in the Rules for every month of delay, till the handing over of the possession of the Apartment.

## 8. REPRESENTATIONS AND WARRANTIES OF THE VENDOR

The Vendors/Promoter hereby represents and warran to the Allottee(s) as follows:

8.1 The [Vendors] are having 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;

8.2 The Vendors/Promoter have lawful rights and requisite approvals from the competent Authorities to carry out development of the Project:

8.3 There are no encumbrances upon the said Land or the Project; incase there are any encumbrances on the land provide details of such encumbrances including any rights, title, interest and name of party in or over such land.

8.4 There are no litigations pending before any Court of law with respect to the said Land, Project or the [Apartment];

8.5 All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and [Apartment] are valid and subsisting and have been obtained by following due process of law. Further, the Vendors/Promoter have 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;

8.6 The Vendors/Promoter have the right to enter into this Agreement and have 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;



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

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

8.9 At the time of execution of the conveyance deed the Vendors/Promoter shall handover lawful, vacant, peaceful, physical possession of the [Apartment) to the Allottee(s) and the common areas to the Association of the Allottees.

8.10 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:

8.11 The Vendors/Promoter have duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/ or penalties and other out goings, what so ever, payable with respect to the said project to the competent Authorities;

8.12 No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Vendors/Promoter in respect to of the said Land and/or the Project;

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

8.14 That the property is not Waqf property.

## 9. EVENTS OF DEFAULT SAND CONSEQUENCES

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

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

Discontinuance of the Vendors/Promoter business on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made there under.

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

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

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 Vendors/Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard the Allottee(s) shall be liable to pay interest to the Vendors/ Promoter on the unpaid amount at the rates specified in the Rules.

In case of Default by Allottee(s) under the condition listed above continues for a period beyond consecutive months after notice from the Vendors/Promoter in this regard, the Vendors/Promoter shall cancel the allotment of the Apartment in favour of the Allottee(s) and refund the amount money paid to him by the Allottee(s) by deducting the booking amount and the interest liabilities and this Agreement shall there upon stand terminated.

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

The Vendors/Promoter, on receipt of complete amount of the Price of the Apartment] under the Agreement from the Allottee(s), shall execute a conveyance deed and convey the title of the Apartment together with proportionate indivisible share in the Common Areas



However, incase the Allottee(s) fails to deposit the stamp duty, registration charges and all other incidental and legal expenses etc. so demanded within the period mentioned in the demand letter, the Allottee(s) authorizes the Vendors/Promoter to withhold registration of the conveyance deed in his/her favour till full and final settlement of all dues and stamp duty and registration charges to the Vendors/Promoter is made by the Allottee(s). The Allottee(s) shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899 including any actions taken or deficiencies/penalties imposed by the competent authority (ies).

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

The Vendors/Promoter shall be responsible to provide and maintain essential services in the Project till the 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 workman ship, quality or provision of services or any other obligations of the Vendors/Promoter as per the agreement for sale relating to such development is brought to the notice of the Vendors/Promoter within a period of 6 Months by the Allottee(s) from the date of handover of possession, it shall be the duty of the Vendor/Promoter to rectify such defects without further charge, within 60 (Sixty) days, and in the event of Vendors/Promoter'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(S) TO USE COMMON AREAS AND FACILITIES SUBJECT TO PAYMENT OF TOTAL MAINTENANCE CHARGES**

The Allottee(s) hereby agrees to purchase the [Apartment] on the specific understanding that 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 Allottees (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 Allottees from time to time.

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

The Vendors/Promoter maintenance agency/association of Allottees shall have rights of unrestricted access of all Common Areas, parking's and parking spaces Re providing necessary maintenance services and the All) as to permit the association of Allottees and or maintenance agency to enter into the Apartment) or any part thereof, after due motive and during the normal working hours, unless the circumstances want 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 "KEDAR DHAM", shall be earmarked for purposes such as parking spaces and services including but not limbed 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 plant. 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 Allottees formed by the Allots for rendering maintenance services. The Allottee(s) shall fix the outdoor unit of Air Conditioners in the area specifically marked by the Vendors/Promoter.

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

Subject to Clause 12 above, the Allottee(s) shall, after taking possession, be solely responsible to maintain the [Apartment] at his/her own cost, in good repair and condition of the Building, or the 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 Apartment and keep the [Apartment], its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized. The Allottee(s) further undertakes, assures and guarantees that he/ she would not put any sign-board/name-plate, neon light, publicity material or advertisement material etc. on the face / facade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottee(s) shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee(s) shall not store any hazardous or combustible goods in the [Apartment] or place any heavy material in the common passages or staircase of the Building. The Allottee(s) shall also not remove any wall, including the outer and load bearing wall of the Apartment. The Allottee(s) shall plan and distribute its electrical load in conformity with the electrical systems installed by the Vendors/Promoter and thereafter the association of Allottees and/or maintenance agency appointed by association of Allottees. 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 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(s) hereby undertakes that he/she shall comply with and carry out, from time to time after he/she has taken over for occupation and use the said Apartment, all the requirements, requisitions, demands and repairs which are required by any competent Authority in respect of the Apartment/at his/her own cost.

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

The Vendors/Promoter undertake 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. VENDORS/PROMOTER SHALL NOT MORTGAGE OR CREATE CHARGE**

After the Vendors/Promoter execute this Agreement he shall not mortgage or create a charge on the[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 Apartment.

#### **20. APARTMENT OWNERSHIP ACT**

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

#### **21. BINDING EFFECT**

Forwarding this Agreement to the Allottee(s) by the Vendors/Promoter does not create a binding obligation on the part of the Vendors/Promoter or the Allottee(s) until, 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)

#### **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/plot/ building, 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(S)/ SUBSEQUENT ALLOTTEE(S)**

It is clearly understood and so agreed by and between the Parties here to 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 Allottees of the [Apartment], in case of a transfer, as the said obligations go along with the [Apartment] for all intents and purposes.

### **25. WAIVER NOT ALIMITATION TO ENFORCE**

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

Failure on the part of the Vendors/Promoter to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right 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 Actor the Rules and Regulations made there under or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made there under or the applicable law, as the case 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 [Apartment] bears to the total carpet area of all the [Apartments] in the Project.



## 28. FURTHER ASSURANCES

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

## 29. PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by the Vendors/Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Vendors/Promoter and the Allottee(s)/ Purchaser(s).

## 30. NOTICES

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

<b><u>K N CONSTRUCTION</u></b>	<b>SRI..... &amp; SMT .....</b>
32 Vidyasagar Road, Khalpara, Siliguri, P.O-Siliguri Bazar, P.S-Siliguri, Dist- Darjeeling, Pin-734005	Address :-.....), District .....,in the State of.....

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

## 31. JOINT ALLOTTEES

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

### 32. GOVERNING LAW

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

### 33. DISPUTERE SOLUTION

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, falling which the same shall be settled through the Adjudicating Officer appointed under the Act.

## **SCHEDULE 'A'**

### **(DESCRIPTION OF THE LAND ON WHICH BUILDING STANDS)**

ALL that piece or parcel of land measuring **8.1875(Eight Point One Eight Seven Fie)** Kathas, appertaining to R. S. Plot No. **77/554** corresponding to L. R. Plot No. **62**, recorded R. S. Khatian No. **800** corresponding to L. R. Khatian Nos. **225, 226, 227 & 228**, situated at Mouza- **DABGRAM**, J. L. No. **2**, Pargana-Baikunthapur, under R. S. Sheet No. **9** corresponding to L. R. Sheet No. **32**, P.S-Bhaktinagar, within S. M. C Ward No. **"XXXXI"**, bearing Holding No. **V/100/B/33**, Located at **"Baikunthapally Road"**, Addl. District Sub-Registry Office Bhaktinagar, Dist. Jalpaiguri. The R. O. R. of land is Sahari & proposed use of land is Bastu.

The said land is butted & bounded as follows:-

By the North – Land of R. S. Plot No. 553

By the South – 14 Ft. wide S. M. C Road

By the East – Sold land of Anjana Sarkar

By the West – 40 Ft. wide S. M. C Road



## SCHEDULE 'B'

### DESCRIPTION OF THE APARTMENT

All that Residential Flat, being Flat No ..., on the..... Floor, having carpet area measuring..... square feet, super built-up area measuring ..... square feet, in Block-.... along with One Parking Space area measuring ..... square feet in the *Basement Floor of the building named "KEDAR DHAM"* together with proportionate undivided share in the Schedule 'A' land on which the building stands.

## SCHEDULE 'C'

### PAYMENT PLAN BY THE ALLOTTEE(S)

#### INSTALLMENT PAYMENT PLAN

10%	At The Time Of Booking
10%	On Completion Of Foundation Of Respective Block
10%	At The Time Of Basement Roof Casting Of Respective Block
10%	At The Time Of Ground Floor Roof Casting Of Respective Block
10%	At The Time Of 1 <sup>st</sup> Floor Roof Casting Of Respective Block
10%	At The Time Of 2 <sup>nd</sup> Floor Roof Casting Of Respective Block
10%	At The Time Of 3 <sup>rd</sup> Floor Roof Casting Of Respective Block
10%	At The Time Of Brick Work Of Booked Flat
7.5%	At The Time Of Plaster Work Of Booked Flat
7.5%	At The Time Of Flooring & Fittings Of Booked Flat
5%	At The Time Of Registration & Possession.

That the Vendors/Promoter 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.

“SCHEDULE-“D”  
SPECIFICATIONS OF WORK

Foundation	Earthquake resistant RCC frame super structure with infill brick/walls.
Elevation	Skilled and quality craftsmanship to make the complex a symbol of class.
Doors/Windows	Wood Frame Doors and Glazed Coated Aluminum Sliding/Open able Window
Flooring	Premium Tiles in Drawing, Dining and Bedroom. Tiles in toilet.
Fire Fight System	Equipped with efficient and effective firefighting system.
Wall Finish	Interior- Wall putty, Exterior-Painted with good quality exterior paint.
Kitchen	Premium Tiles in floor, Granite/Marble counter top with stainless steel sink & tiles upto 3' in combination
Toilet	CP fittings; Wash Basin & High quality ceramic tiles upto door height.
Elevator	Automatic elevator in each block
Electrical / wiring	Concealed wiring with fire resistant ISI grade copper conductors having provision for adequate points &TV sockets in Drawing & Master bedroom. A.C points (only V.R.V.option) in master bedroom, protective M.C.B's & elegant modular switches of reputed brand.
Packages	Internal up gradation available on request at extra cost.

SCHEDULE- “E”  
AMENITIES

- 1) Stair Case on All Floors &
- 2) Stair Case Landing On All Floors
- 3) Common Passage and Lobby on the Ground Floor excepting other Allotted Space Water Pump, Water Tank, Lift, Water Pipe and other Common Plumbing Installations &Security Guard..
- 4) Electrical Wiring and Fittings and Fixtures for lighting the stair case, Lobby and Landings and Electrical Installations with main Switches and Meters and Space required therefore.
- 5) General Common Elements of all appurtenances and facilities and other items and other items which are not part of the said Apartment.



IN WITNESS WHEREOF BOTH THE PARTIES IN GOOD HEALTH AND CONSCIOUSMIND HAVE PUT THEIR SIGNATURE ON THIS AGREEMENT OF SALE ON THE DAY, MONTH AND YEAR FIRST ABOVE WRITTEN.

**WITNESSE:**

1.

1.

2.

3.

4.

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VENDORS

2.

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PURCHASER(S)

**K. N. CONSTRUCTION**

*Nabita Kedia*

**Partner**

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PROMOTER/DEVELOPER

Drafted by me as per  
instructions of the  
parties, read over,  
explained the  
contents to them &  
printed in my  
chamber.

Hina Agarwal  
Advocate, Siliguri  
Reg No: F/859/750/2022