

This Agreement for Sale ("**Agreement**") executed on this _____ day of _____, 2025

By and Between

MAHANANDA INDUSTRIES PRIVATE LIMITED, [PAN NO. AAECM1182A], a Private Limited Company registered under the Companies Act, 1956 bearing **Certificate of Incorporation No. U26941WB1962 PTC 025376 Dated 25.01.1962** having its registered office at Mitruka House, Nehru Road, Khalpara, P.O. Siliguri Bazar, P.S. Siliguri, Pin No. 734005, District Darjeeling (W.B.), represented by its directors namely **[1] SRI ASHOK KUMAR MITRUKA, [PAN NO. ADBPA9041P] [AADHAR NO. 567414694719]**, Son of Late Neem Chand Mitruka, **[2] SRI MANOJ MITRUKA, [PAN NO. ADBPA9038L] [AADHAR NO. 396127570202]**, Son of Late Sohan Lal Mitruka, & **[3] SRI NARESH KUMAR MITRUKA, [PAN NO. AFJPA9200L] [AADHAR NO. 670027294690]**, Son of Sri Jagdish Prasad Mitruka, all are Hindu by Religion, Indian by Nationality, Business by Occupation, No. 1 & 2 residing at Nehru Road, Khalpara, P.O. Siliguri Bazar, P.S. Siliguri, Pin No. 734005, District Darjeeling (W.B.), and No. 3 residing at Urbana NRI Complex, Tower-3, 783, Anadapur Road, E.K.T. Kolkata-700107---hereinafter called the "**LAND OWNER/ DEVELOPER**" (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 directors), And the said Land Owner is represented by its true and lawful attorney holder **UNILIV REALTY LLP, [PAN NO. AAHFU4601L]** a LLP Firm, having its office at Sanjeevani Apartment, S.F. Road, Siliguri, P.O. Siliguri Bazar, P.S. Siliguri, Pin No. 734005, District Darjeeling, represented by one of its partner namely **SRI SANJAY KUMAR SINGHANIA, [PAN NO. AIBPS5047A] [AADHAR NO. 496640848134]**, Son of Shankar Lal Agarwalla @ Singhania, Hindu by Religion, Indian by Nationality, Business by Occupation, resident of Model Town Apartment, Flat No. P2, Pranami Mandir Road, Ward No. 40 of S.M.C., P.O. Sevoke Road, P.S. Bhaktinagar, Pin No. 734001, District Jalpaiguri (W.B.), by virtue of an Registered General Power of Attorney bearing Deed No. _____ for the year _____, registered in the office of A.D.S.R. at Bhaktinagar hereinafter called and referred to as the "**DEVELOPER**" (which expression shall mean and include unless excluded by or repugnant to its partners, executors, representatives, directors, administrators and assigns) of the **ONE PART**.

- hereinafter jointly called as the "**PURCHASERS/ ALLOTTEE/S**" (Which expression shall mean and include unless excluded by or repugnant to the context ----heir, executors, administrators, legal representatives and assigns) of the **OTHER PART**.

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

WHEREAS: I.

- A.** The Owner is the absolute Owner of all that piece or parcel of land measuring 0.719 Acres, appertaining to R. S. Plot Nos. 1449 & 1450, recorded in R. S. Khatian No. 296/14 & 296/17, situated at Mouza- Dabgram, recorded in R.S. Sheet No. 15, corresponding to L.R. Sheet No. 172, Pargana–Baikunthapur, P.S. New Jalpaiguri, District–Jalpaiguri, by virtue of three separate registered Sale deeds – i) being document no. 2604 for the year 2007 at the Office of the ADSR, Jalpaiguri ii) being document no. 9890 for the year 1976 at the Office of the DSR, Jalpaiguri, iii) being document no. 2680 for the year 1962 at the Office of the Sub- Registrar of Assurance, Kolkata, and shall ever since then the Vendors have been in exclusive and peaceful possession of the said land without any act of hindrance or obstruction from anybody.
- B. AND WHEREAS** subsequently, The Owner also recorded the aforesaid land in its names in the record of rights at the Office of B.L. & L.R.O. Siliguri, Dist. Darjeeling & shall ever since one L.R. Khatian, being Khatian No. 29, recorded in L.R. Plot No. 30 was framed in the name of the Owner.
- C. AND WHEREAS** the Developer i.e. **"UNILIV REALTY LLP"** had been empowered with various rights, powers, privileges etc. by virtue of a registered General Power of Attorney bearing Deed No. _____ for the year, _____ registered in the Office of the Additional District Sub-Registrar, at Bhaktinagar by the original Land Owner **MAHANANDA INDUSTRIES PRIVATE LIMITED**, a Private Limited Company registered under the Companies Act, 1956, having its registered office at Mitruka House, Nehru Road, Khalpara, P.O. Siliguri Bazar, P.S. Siliguri, Pin No. 734005, District Darjeeling (W.B.), in respect of a said plot of land measuring 0.719 Acres, appertaining to R. S. Plot Nos. 1449 & 1450, corresponding to L.R. Plot No. 30, recorded in R. S. Khatian No. 296/14 & 296/17, corresponding to L.R. Khatian No. 29, situated at Mouza- Dabgram, recorded in R.S. Sheet No. 15, corresponding to L.R. Sheet No. 172, Pargana–Baikunthapur, P.S. New Jalpaiguri, District–Jalpaiguri, which is specifically described in the **SCHEDULE - "A"** below, and the abovenamed **DEVELOPER** has also entered into a Deed of Development with the abovenamed Land Owner **MAHANANDA INDUSTRIES PRIVATE LIMITED**, a Private Limited Company, bearing **Deed No. 05378 for the year 2024**, registered in the Office of the Additional District Sub-Registrar, Bhaktinagar, thereby the Land Owner **MAHANANDA INDUSTRIES PRIVATE LIMITED**, a Private Limited Company, gave all the necessary powers and authorities to **"UNILIV REALTY LLP"** to develop the Schedule Property "A".
- D. AND WHEREAS**, the DEVELOPER has acquired the right and authority to act as the absolute Owner/Developer of the SCHEDULE PROPERTY "A" below for the purpose of developing, constructing and selling of the commercial units/shops in the proposed Basement Plus Ground (B+G+6) Multi Storied Commercial Building Complex to be constructed on SCHEDULE PROPERTY "A" on the basis of the abovementioned Development Agreement.
- E. AND WHEREAS**, the DEVELOPER being the absolute Owners/Developer of the SCHEDULE PROPERTY "A" below, have decided to raise construction of the Basement Plus Ground (B+G+6) Multi Storied Commercial Building Complex and for the purpose of identification

have named the entire development project under the name and style of "**IKON**" in the form of several self-contained commercial units/shops in the said Basement Plus Ground (B+G+6) Multi Storied Commercial Building Complex and sell various Commercial UNITS/SHOPS, constructed space, car parking space etc. and to receive, realize and collect all amounts payable in pursuance of such agreement to be entered into with such intending PURCHASER/S in its own name.

- F. AND WHEREAS** there after the Developer Constructed Basement Plus Ground (B+G+6) Multi Storied Commercial Building Complex on the aforesaid plot of land more particularly described in the schedule- 'A' given hereunder, has started constructing a Basement Plus Ground (B+G+6) Multi Storied Commercial Building Complex. The Plan prepared for which was approved & sanctioned by the appropriate Authority i.e., Siliguri Municipal Corporation vide approved building Plan, being Permit No. -----, dated --.

II.

- A. Thus, the said Land is earmarked for the purpose of building a Basement Plus Ground (B+G+6) Multi Storied Commercial Building Complex and the said project shall be known as **IKON**.

Provided that where land is earmarked for any institutional development the same shall be used for those purposes only and no commercial/residential development shall be permitted unless it is a part of the plan approved by the competent authority.

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

- G.** The **SILIGURI MUNICIPAL CORPORATION** has granted the commencement certificate to develop the Project building Plan to develop the Project vide being Permit No. -----

The Owner/Developer has obtained the final layout plan approvals for the Project from SILIGURI MUNICIPAL CORPORATION The Promoter agrees and undertakes that it shall not make any changes to these layout plans except in strict compliance with section 14 of the Act and other laws as applicable;

- D. The Owner/Developer has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority no. -----; on----- under registration.
- E. The Allottee had applied for a Commercial Space, dated ----- and has been allotted Shop No. "----" having Carpet Area ----- Square Feet and Total Super Built up Area ----- Square Feet on Ground Floor in Basement Plus Ground (B+G+6) Multi Storied Commercial Building Complex, as permissible under the applicable law and of pro

rata share in the common areas ("Common Areas") as defined under clause (n) of Section 2 of the Act (hereinafter referred to as the "Shop" more particularly described in Schedule A and the floor plan of the Shop is annexed hereto and marked as Schedule B);

- F. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;
- G. The Total Price for the Shop based on the Carpet area is Rs----- only.
- 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. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Owner/Developer hereby agrees to sell and the Allottee hereby agrees to purchase the Shop and the garage/closed parking (if applicable) as specified in paragraph E;

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

1. TERMS:

Subject to the terms and conditions as detailed in this Agreement, the Owner/Developer agrees to sell to the Allottee and the Allottee hereby agrees to purchase, the Shop as specified in paragraph E;

The Total Price for the Shop based on the carpet area is Rs -----only ("**Total Price**") (Give break up and description):

A.

Unit No. ----- Type- Tiles Floor- Ground Floor	Total Consideration Value of Shop is Rs. -- -----
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B.

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

[AND] [if/as applicable]

Garage/Closed Parking - 1	Price for 1
Garage/Closed Parking - 2	Price for 2

Explanation:

- (i) The Total Price above includes the booking amount paid by the allottee to the Owner/Developer towards the Shop.
- (ii) The Total Price above excludes Taxes (consisting of tax paid or payable by the Owner/Developer by way of Value Added Tax, Service Tax, GST, 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 Owner/Developer) up to the date of handing over the possession of the Shop:

- (iii) Provided that in case there is any change / modification in the taxes, the subsequent amount payable by the allottee to the Owner/Developer shall be increased/reduced based on such change / modification;
- (iv) The Owner/Developer 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 Owner/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 Shop includes: 1) pro rata share in the Common Areas; and 2) garage (s)/closed parking(s) 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 Owner/Developer undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authorities, the Owner/Developer shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.

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

It is agreed that the Owner/Developer 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 Shop, plot or building, as the case may be, without the previous written consent of the Allottee. Provided that the Owner/Developer 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 Owner/Developer 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 granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Owner/Developer. If there is any reduction in the carpet area within the defined limit then Owner/Developer 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 Owner/Developer 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 Schedule C of this Agreement.

Subject to above mentioned Clause the Owner/Developer agrees and acknowledges, the Allottee shall have the right to the Shop as mentioned below:

- (i) The Allottee shall have exclusive Ownership of the Shop:
- (ii) The Allottee shall also have undivided proportionate share in the Common Areas. 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 Owner/Developer 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 Shop includes recovery of price of land, construction of [not only the Shop 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 Owner/Developer and the Allottee agrees that the Shop along with (garage/closed parking if any) shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the said Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the 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 **"IKON"** 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 Owner/Developer agrees to pay all outgoings before transferring the physical possession of the Shop to the Allottees, which it has collected from the Allottees, 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 Owner/Developer fails to pay all or any of the outgoings collected by it from the Allottees or any liability, mortgage loan and interest thereon before transferring the Shop to the Allottees, the Owner/Developer agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the

authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefore by such authority or person.

The Allottee has paid a sum of Rs-----only, Through Banking Mode, as booking amount being part payment towards the total price of the Shop at the time of application the receipt of which the Owner/Developer hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Shop as prescribed in the Payment Plan as may be demanded by the Owner/Developer within the time and in the manner specified therein:

Provided that if the allottee delays in payment towards any amount for which is payable, he shall be liable to pay interest at the rate specified in the Rules.

2. MODE OF PAYMENT

Subject to the terms of the Agreement and the Owner/Developer abiding by the construction milestones, the Allottee shall make all payments, on demand by the Owner/Developer, within the stipulated time as mentioned in the Payment Plan through A/c Payee cheque/demand draft or online payment (as applicable) in favour of **"MAHANANDA INDUSTRIES PRIVATE LIMITED"** payable at SILIGURI.

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 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 Owner/Developer with such permission, approvals which would enable the Owner/Developer to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The 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 Owner/Developer accepts no responsibility in this regard. The Allottee shall keep the Owner/Developer fully indemnified and harmless in this regard. Whenever there is any change in the commercial status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Owner/Developer immediately and comply with necessary formalities if any under the applicable laws. The Owner/Developer 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 Shop applied for herein in any way and the Owner/Developer shall be issuing the payment receipts in favour of the Allottee only.

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS

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

5. TIME IS ESSENCE

Time is of essence for the Promoter as well as the Allottee. The Owner/Developer shall abide by the time schedule for completing the project and handing over the Shop to the Allottee and the common areas to the association of the allottees after receiving 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 Owner/Developer as provided in Schedule C ("Payment Plan").

6. CONSTRUCTION OF THE PROJECT/APARTMENT

The Allottee has seen the specifications of the Shop and accepted the Payment Plan, floor plans, layout plans [annexed along with this Agreement] which has been approved by the competent authority, as represented by the Owner/Developer. The Owner/Developer shall develop the Project in accordance with the said layout plans, floor plans and specifications. Subject to the terms in this Agreement, the Owner/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 laws 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 Owner/Developer shall constitute a material breach of the Agreement.

7. POSSESSION OF THE APARTMENT/PLOT

7.1 Schedule for possession of the said Apartment: The Owner/Developer agrees and understands that timely delivery of possession of the Shop is the essence of the Agreement. The Owner/Developer, based on the approved plans and specifications, assures to hand over possession of the Shop on _____ 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 agrees that the Owner/Developer shall be entitled to the extension of time for delivery of possession of the Shop, 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 Owner/Developer to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Owner/Developer shall refund to the Allottee the entire amount received by the Owner/Developer from the allotment within 45 days from that date. After refund of the

money paid by the Allottee, Allottee agrees that he/ she shall not have any rights, claims etc. against the Owner/Developer and that the Owner/Developer shall be released and discharged from all its obligations and liabilities under this Agreement.

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

7.3 Failure of Allottee to take Possession of Apartment: Upon receiving a written intimation from the Owner/Developer as per clause 7.2, the Allottee shall take possession of the Shop from the Owner/Developer by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Owner/Developer shall give possession of the Shop 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.

7.4 Possession by the Allottee – After obtaining the occupancy certificate and handing over physical possession of the Shop to the Allottees, it shall be the responsibility of the Owner/Developer to hand over the 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.

7.5 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 Owner/Developer, the Owner/Developer 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 Owner/Developer to the allottee within 45 days of such cancellation.

7.6 Compensation –The Owner/Developer shall compensate the Allottee 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 Owner/Developer fails to complete or is unable to give possession of the Shop (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 Owner/Developer 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 him in respect of the Shop, 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 does not intend to withdraw from the Project, the Owner/Developer shall pay the Allottee interest at the rate specified in the Rules for every month of delay, till the handing over of the possession of the Shop.

8. REPRESENTATIONS AND WARRANTIES OF THE OWNER/DEVELOPER:

The Owner/Developer hereby represents and warrants to the Allottee as follows:

- (i) The [Owner/Developer] 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 Owner/Developer 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;

[in case 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]
- (iv) There are no litigations pending before any Court of law with respect to the said Land, Project or the Shop;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Shop are valid and subsisting and have been obtained by following due process of law. Further, the Owner/Developer has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Building, bus terminus and Shop and common areas;
- (vi) The Owner/Developer 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;
- (vii) The Owner/Developer 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 Shop which will, in any manner, affect the rights of Allottee under this Agreement;

- (viii) The Owner/Developer confirms that the Owner/Developer is not restricted in any manner whatsoever from selling the said Shop to the Allottee in the manner contemplated in this Agreement;
- (ix) At the time of execution of the conveyance deed the Owner/Developer shall handover lawful, vacant, peaceful, physical possession of the Shop to the Allottee and the common areas to the Association of the Allottees;
- (x) The Schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Schedule Property;
- (xi) The Owner/Developer 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;
- (xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Owner/Developer in respect of the said Land and/or the Project;
- (xiii) That the property is not Waqf property.

9. EVENTS OF DEFAULTS AND CONSEQUENCES

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

- (i) Owner/Developer fails to provide ready to move in possession of the Shop to the Allottee within the time period specified. For the purpose of this clause, 'ready to move in possession' shall mean that the Shop shall be in a habitable condition which is complete in all respects;
- (ii) Discontinuance of the Promoter's business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made there under.

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

- (i) Stop making further payments to Owner/Developer as demanded by the Owner/Developer. If the Allottee stops making payments, the Owner/Developer 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 Owner/Developer shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the Shop, along with interest at the rate specified in the Rules 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 shall be paid, by the Owner/Developer, interest at the rate specified in the Rules, for every month of delay till the handing over of the possession of the Shop

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 30 days of consecutive demands made by the Owner/Developer as per the Payment Plan annexed hereto, despite having been issued notice in that regard the allottee shall be liable to pay interest to the Owner/Developer 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 Owner/Developer in this regard, the Owner/Developer shall cancel the allotment of the Shop 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 this Agreement shall there upon stand terminated.

10. CONVEYANCE OF THE SAID APARTMENT

The Owner/Developer, on receipt of complete amount of the Price of the Shop under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the Shop together with proportionate indivisible share in the Common Areas within 3 (three) months from the issuance of the occupancy certificate. However, in case the Allottee 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 Owner/Developer 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 Owner/Developer is made by the Allottee. The Allottee 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 Owner/Developer 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 Shop.

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 Owner/Developer as per the agreement for sale relating to such development is brought to the notice of the Owner/Developer within a period of 5 (five) years by the Allottee from the date of handing over possession, it shall be the duty of the Owner/Developer to rectify such defects without further charge, within 30 (thirty) days, and in the event of 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 TO USE COMMON AREAS AND FACILITIES SUBJECT TO PAYMENT OF TOTAL MAINTENANCE CHARGES

The Allottee hereby agrees to purchase the Shop on the specific understanding that is/her right to the use of Common Areas shall be subject to timely payment of total maintenance charges, as determined and thereafter billed by the maintenance agency appointed or the association of allottees (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 Owner/Developer/maintenance agency /association of allottees shall have rights of unrestricted access of all Common Areas, garages/closed parking's and parking spaces for providing necessary maintenance services and the Allottee agrees to permit the association of allottees and/or maintenance agency to enter into the or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

15. USAGE

Use of Basement and Service Areas: The basement(s) and service areas, as located within the "IKON", shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, firefighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Allottee 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 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 Shop 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 Shop, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Shop and keep the

Shop, 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, 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 Allottees shall also not change the color 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 shall not store any hazardous or combustible goods in the Shop or place any heavy material in the common passages or staircase of the building. The Allottee shall also not remove any wall, including the outer and load bearing wall of the Shop. The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Owner/Developer and thereafter the association of allottees and/or maintenance agency appointed by association of allottees. The Allottee 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

The Allottee is entering into this Agreement for the allotment of a Shop 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 Shop, all the requirements, requisitions, demands and repairs which are required by any competent Authority in respect of the Shop at his/ her own cost.

18. ADDITIONAL CONSTRUCTIONS

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

19. OWNER/DEVELOPER SHALL NOT MORTGAGE OR CREATE CHARGE

After the Owner/Developer executes this Agreement, he shall not mortgage or create a charge on the Shop 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 Shop.

20. APARTMENT OWNERSHIP ACT

The Owner/Developer 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 Owner/Developer 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 Owner/Developer does not create a binding obligation on the part of the Owner/Developer 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 Owner/Developer. If the Allottee(s) fails to execute and deliver to the Owner/Developer this Agreement within 30 (thirty) days from 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 Owner/Developer, then the Owner/Developer 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/ 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 / 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 Shop in case of a transfer, as the said obligations go along with the Shop for all intents and purposes.

25. WAIVER NOT A LIMITATION TO ENFORCE

The Owner/Developer may, at its sole option and discretion, without prejudice to its rights as set out in this 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 Owner/Developer in the case of one Allottee shall not be construed to be a precedent and /or binding on the Owner/Developer to exercise such discretion in the case of other Allottees.

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

26. SEVERABILITY

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

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

Wherever in this Agreement it is stipulated that the Allottee 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 Shop bears to the total carpet area of all the Shops 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 Owner/Developer through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Owner/Developer and the Allottee, in Jalpaiguri after the Agreement is duly executed by the Allottee and the Owner/Developer or simultaneously with the execution the said Agreement shall be registered at the office of the Additional District Sub-Registrar at Bhaktinagar. Hence this Agreement shall be deemed to have been executed at Siliguri.

30. NOTICES

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

1.

2.

Name of Allottees

No. 1, (**Allottee Address**)

"MAHANANDA INDUSTRIES PRIVATE LIMITED"

Mitruka House, Nehru Road, Khalpara, P.O. Siliguri Bazar, P.S. Siliguri, Pin No. 734005, District Darjeeling, in the State of West Bengal, (Owner/Developer)

It shall be the duty of the Allottee and the Owner/Developer 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 Owner/Developer 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 Owner/Developer 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 amicably by mutual discussion, failing which the same shall be settled through the Adjudicating Officer appointed under the Act

[The terms and conditions as per the contractual understanding between the parties, however, please ensure that such additional terms and conditions are not in derogation of or inconsistent with the terms and conditions set out above the Act and the Rules and Regulations made thereunder.]

34. ROOF RIGHTS

That the terrace (top roof) of the building shall be for the common use and enjoyment of all the co-owners of the building, and no individual co-owner shall claim exclusive ownership or right over the same.

SCHEDULE – "A" (DESCRIPTION OF THE LAND)

ALL that piece or parcel of land measuring **0.719 Acres**, appertaining to R. S. Plot Nos. **1449 & 1450**, corresponding to L. R. Plot No. **30**, recorded in R. S. Khatian Nos. **296/14 & 296/17**, corresponding to L. R. Khatian No. **29**, Situated within **Mouza- Dabgram, J.**

L. No. **02**, recorded in R. S. Sheet No. **15**, corresponding to L.R. Sheet No. **172**, Pargana- Baikunthapur, being Holding No. **1747**, Under Siliguri Municipal Corporation Area Ward No. 31, Road Zone - Noukaghat More, Registry office at Additional District Sub-Registrar Bhaktinagar, Within the jurisdiction of P.S. New Jalpaiguri, District Jalpaiguri, in the state of West Bengal.

PLOT WISE DETAILS OF ABOVE SCHEDULE

LANDUSE		PLOTNO.		KHATIAN NO.		AREA
PROPOSED	ROR	R.S.	L.R.	R.S.	L.R.	IN ACRES.
COM. BASTU	KARKHANA	1449	30	296/14, & 296/17	29	0.18
COM. BASTU	KARKHANA	1450				0.539
						0.719 ACRES

The said land is butted and bounded as follows:- By North

: 100 Ft. wide Asian Highway;

By South : Land of Mahananda Industries Private Limited; By East :

Land of Mahananda Industries Private Limited; By West : Land of Mahananda Industries Private Limited.

SCHEDULE-"B" (DESCRIPTION OF SHOP HEREBY SOLD)

ALL THAT One Shop (Tiles Flooring) Carpet Area measuring -----Square Feet (-----

- Square Feet Super Built-Up Area, or equal to----- square meter), being Shop No. "--

--", at **GROUND FLOOR**, of the Basement Plus Ground (B+G+6) Multi Storied Commercial Building Complex named "**IKON**" constructed on the land as described in Schedule- "**A**" herein above together with undivided and impartible proportionate share in the land.

SCHEDULE- "C" (PAYMENT PLAN BY THE ALLOTTEE)

That the payment of the consideration amount of the Schedule 'C' property shall be as follows: -

Serial No.	Particulars	Rate
1	At the time of Booking	10%
2	After registration of the Agreement	20%
3	At the time of Foundation	10%
4	At the time of Basement & Ground Roof Casting	10%
5	At the time of 1 st and 2 nd Roof Casting	10%
6	At the time of 3 rd and 4 th Roof Casting	10%
7	At the time of 5 th Roof Casting	10%
8	At the time of 6 th Roof Casting	10%
9	Brick Walls	5%
10	At the time of registry or possession whichever is earlier.	5%
	Total	100%

SCHEDULE- "D" **SPECIFICATION FOR CONSTRUCTION, FITTINGS, FIXTURES**

1. Foundation and Structure: Resting on R.C.C. foundation using ISI Reinforcement, Cement, Sand and Stone.
2. Walls: Wall of AAC Block or bricks plaster and wall putty on all internal wall. Primer with paint on external wall.
3. Common Area: Lift, Lift Lobby, Stair Case - Service Room with sand plaster and paint.
4. Flooring: All flooring with vitrified tiles.
5. Water: Underground water reservoir with overhead tank.
6. Stair case: Granite laid with S.S. Railing.
7. Lift: Automatic of reputed brand.
8. All works other than specified above shall be charged at a reasonable market rate subject to the approval of the Architect/Engineer.

SCHEDULE- "E"

Specification, Amenities, Facilities which are part of the project

1. Stair Case, lift and stair case landing on all floors.
2. Common Entry on the ground floor.
3. Water Pump, water tank, water pipes & common plumbing installation.
4. Generator Set, Security Guard Room and Common Toilet.
5. Drainage & Sewerage.
6. Boundary Wall & Main Gate.
7. Fire Fighting System.
8. Such other common parts, areas and equipments, installations, fixtures and fittings and spaces in or about the said building as are necessary for passage to the user and occupancy of the unit in common and such other common facilities as may be prescribed from time to time.

IN WITNESSES WHEREOF THE OWNER/DEVELOPER AND THE AUTHORISED REPRESENTATIVE / PARTNER IN GOOD HEALTH AND CONSCIOUS MIND HAVE PUT THEIR SIGNATURES ON THIS DEED OF SALE ON THE DAY MONTH AND YEAR FIRST ABOVE WRITTEN.

The contents of this documents have been Gone through and understood personally by the Purchaser, Owner/Developer.

WITNESSES: 1.

PURCHASER

/DEVELOPER

2.

OWNER/DEVELOPER

Drafted as per the instruction of the parties and printed in the Office. Read over and explained the contents to the parties by me.

(SONU KUMARI AGARWAL) ADVOCATE/ SILIGURI
REG. NO. F/1585/1664/2017.

IN WITNESS WHEREOF parties herein-above named have set their respective hands and signed this Agreement for sale at Siliguri (city/town name) in the presence of attesting witness, signing as such on the day first above written.

SIGNED AND DELIVERED BY THE WITHIN NAMED

Allottee:

(1) -----

At _____ on _____ in the
presence of:

SIGNED AND DELIVERED BY THE WITHIN NAMED

Owner/Developer:

(1) _____
(Authorized Signatory)

WITNESSES:

1. Signature _____
Name _____
Address _____

2. Signature _____
Name _____
Address _____

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