

For, SREE HARI BUILDERS
Nalin Choudh.
Authorised Signatory

AGREEMENT

THIS AGREEMENT FOR SALE ("AGREEMENT") EXECUTED ON THIS
DAY OF, 2025 AT SILIGURI.

:2:

BY AND BETWEEN

For, SREE HARI BUILDERS
Nabin Ghosh
Authorised Signatory

"SREE HARI BUILDERS", a partnership firm (allotted Income Tax Permanent Account No. AFLFS4469M) having its office situated at 1, No. S.N Bose Road, Shivmandir, P.O. Kadamtala, P.S. Matigara, within the District of Darjeeling, West Bengal represented by one of its partner **SRI NABIN GHOSH** son of late Nimai Chandra Ghosh, Hindu by Religion, Indian by Nationality, Business by Occupation, resident of S.N Bose Road, Shivmandir, P.O. Kadamtala, P.S. Matigara, District of Darjeeling hereinafter referred to as the **"DEVELOPER/CONFIRMING PARTY/ FIRST PARTY"** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, executors, administrators and permitted assignees, including those of the respective partners).

AND

1. **SRI NABIN GHOSH** son of late Nimai Chandra Ghosh (having Income Tax PAN – AFDPG8063M and Aadhaar No.795043255684 and
2. **SMT SHREOSI GHOSH** wife of Sri Nabin Ghosh (having Income Tax PAN – AILPG1819L and Aadhaar No. 504511130293 both are Hindu by religion, Indian by Nationality, business by occupation, residing at 1, No. S.N Bose Road, Shivmandir, P.O. Kadamtala, P.S. Matigara, within the District of Darjeeling hereinafter called the **"SECOND PARTY/ LAND LORD"** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include their heirs, executors, administrators, successors-in-interest and permitted assignees).

AND

..... son/wife of (having Income Tax PAN – and Aadhaar No....., Hindu by religion, Service by occupation, Indian by citizenship, residing atP.O, P.S, District - Pin – - hereinafter called as the **"PURCHASER/ALLOTTEE"** (Which expression shall mean and include unless exclude by or repugnant to the context his/her/their heirs, executors, successors, administrators, legal representatives and assignees).

A. **AND WHEREAS** the Second Party/Landlord became the absolute joint owners in possession of total land measuring **25.77 decimals** by virtue of six (06) separate Registered Title Deeds, as follows -

Sl. No.	Title Deed Nos.	Area
1.	Deed of Conveyance, being No. I-875 for the year 2017, registered in the office of ADSR Siliguri-II at Bagdogra, Dist. Darjeeling, transcribed in Book No. I, Volume No. 0403-2017, at pages 17438 to 17456 for the year 2017, situated in Mouza – JITU.	10 decimals
2.	Deed of Conveyance, being No. I-1176 for the year 2020, registered in the office of ADSR Siliguri-II at Bagdogra, Dist. Darjeeling transcribed in Book No. I, Volume No. 0403-2020, at pages 30023 to 30043 for the year 2020 situated in Mouza – JITU.	6.6 decimals
3.	Deed of Conveyance, being No. I-1177 for the year 2020, registered in the office of ADSR Siliguri-II at Bagdogra, Dist. Darjeeling transcribed in Book No. I, Volume No. 0403-2020, at pages 30044 to 30064 for the year 2020 situated in Mouza – JITU.	1.65 decimals
4.	Deed of Conveyance, being No. I-6904 for the year 2022, registered in the office of ADSR Siliguri-II at Bagdogra, Dist. Darjeeling transcribed in Book No. I, Volume No. 0403-2022, at pages 145721 to 145740 for the year 2022 situated in Mouza – JITU.	4.5 decimals
5.	Deed of Conveyance, being No. I- 7609 for the year 2022, registered in the office of ADSR Siliguri-II at Bagdogra, Dist. Darjeeling transcribed in Book No. I, Volume No. 0403-2022, at pages 161507 to 161523 for the year 2022 situated in Mouza – JITU.	1.50 decimals
6.	Deed of Conveyance, being No. I- 4180 for the year 2023, registered in the office of ADSR Siliguri-II at Bagdogra, Dist. Darjeeling transcribed in Book No. I, Volume No. 0403-2023, at pages 80907 to 80922 for the year 2023 situated in Mouza – Bairatisal.	1.52 decimals
Total Land		25.77 decimals

For, SREE HARI BUILDERS

Nalin Choudhary

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Since the aforesaid purchase the Second Party/Landlord is in actual, khas, physical possession of the said land measuring **25.77 (twenty five point even seven) decimals** having permanent, heritable and transferable right, title and interest therein. After the said purchase they duly applied for recording their respective names in the Record of Rights before the B.L & L.R.O Matigara Block, Siliguri. Being satisfied about their physical possession and title the land reforms authority issued ROR in their name vide Khatian Nos. 2413 and 2652, Mouza – Jitu, P.S - Matigara, District Darjeeling, and Khatian Nos. 7129, Mouza – Bairatisal, P.S - Matigara, District Darjeeling, more fully described in Schedule below.

- B. **AND WHEREAS** the above name Second Party/Landlord to get maximum gain and profits out of the said property decided to exploit the landed property commercially by constructing Residential building, became interested for a Developer to develop it's below scheduled landed property.
- C. **AND WHEREAS** the Second Party became agreeable with the proposal of the First Party hereof agreed to permit the First Party to develop the aforesaid landed property as more fully described herein below for the consideration and on the terms and conditions hereinafter appearing.
- D. **AND WHEREAS** there after the Second Party desirous of constructing a Ground + 3 storied Residential Building on the aforesaid plot of land more particularly described in the schedule- 'A' given hereunder, has started constructing a Building. The Plan prepared for which was approved and sanctioned by the Executive Officer, Matigara Panchayat Samity, P.O. Kadamtala, District - Darjeeling and Junior Engineer (RWP), Matigara Development Block & Building Plan In-Change, Matigara Panchayat Samity vide Order No. 206/MPS dated 05.07.2024.
- E. **AND WHEREAS** to distinguish the proposed Residential Building and with a view to assign an identity to the building, the Vendors/Confirming Party decided to name the building as "**N.C GHOSH & N.C GHOSH COMPLEX**".
- F. **AND WHEREAS** the Second Party due to scarcity of fund & lack of knowledge of constructions works, the Second Party/Land Lord approached to "SREE HARI BUILDERS", (Developer) to enter into an agreement i.e. Development Agreement for the developing their land by constructing of Residential Building on the said plot of land and said Development Agreement executed on 26.03.2025 by both the parties vide a Registered Deed of Development Agreement, being Document No. 2328 for the year 2025, registered at ADSR II, at Bagdogra, Siliguri and as well as the Vendors/Land Owners also executed a General Power of Attorney vide General Power of Attorney No. I-2346 of 2025, registered at ADSR-II at Bagdogra, Siliguri in favour of Developer for the construction of the said building and sale the unit of the Developer Allocation along with the unit of Vendors in the said building as mentioned in Development.

- G. **AND WHEREAS** the First Party/ Developer have decided the said building into several independent apartment/s along with common area and facilities.
- H. **AND WHEREAS** the First Party/ Developer have formulated a scheme to enable a person/party intending to have their own Flat / units / parking spaces in the said building along with the undivided proportionate share and interest in the land on which the said building stands. The proportionate share or interest in the land is to be determined according to the constructed area comprising the unit or premises proportionate to the total constructed area on the said land.
- I. The Purchaser/Allottee had applied for an apartment in the Project vide application No..... dated -.....- and has been allotted one flat No. "....." having Carpet Area Square Feet and Total Super Built up Area Square Feet on the _____ Floor in project "**N.C GHOSH & N.C GHOSH COMPLEX**", as permissible under the applicable law and of pro rata share in the common areas ("Common Areas") as defined under clause (n) of Section 2 of the Act (hereinafter referred to as the "Apartment" more particularly described in Schedule "A" and the floor plan of the apartment is annexed hereto and marked as Schedule "B");
- J. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;
- K. The Total Price for the Apartment based on the Carpet area is Rs./- (.....) only.
- L. The Parties hereby confirm that he/she/their is signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project;
- M. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable Laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;
- N. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Purchaser/Allottee hereby agrees to purchase the Residential Flat fully described in Schedule "B" below.

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 Promoter agrees to sell to the Purchaser/Allottee and the Purchaser/Allottee hereby agrees to purchase, the apartment as specified in Schedule "B";

The Total Price for the apartment based on the carpet area is Rs./-(Rupees.....) only.

Explanation:

- (i) The Total Price above includes the booking amount paid by the Purchaser/Allottee to the First Party/Developer towards the Flat/Unit.
- (ii) The Total Price above including Taxes (consisting of tax paid or payable by the First Party/ Developer by way of Goods and 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 First Party/ Developer) up to the date of handing over the possession of the Residential Flat:
 Provided that in case there is any change / modification in the taxes, the subsequent amount payable by the Purchaser/Allottee to the First Party/ Developer shall be increased/reduced based on such change / modification;
- (iii) The First Party/ Developer shall periodically intimate to the Purchaser/Allottee, the amount payable as stated in (i) above and the Purchaser/Allottee shall make payment within 30 (thirty) days from the date of such written intimation. In addition, the Promoter shall provide to the Purchaser/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;
- (iv) The Total Price of Flat includes pro rata share in the Common Areas as provided in the Agreement. The Total Price is escalation-free, save and except increases which the Purchaser/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 Promoter undertakes and agrees that while raising a demand on the Purchaser/Allottee for increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Purchaser/Allottee, which shall only be applicable on subsequent payments.

For, SREE HARI BUILDERS
Authorized Signatory

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

It is agreed that the First Party/ 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 apartment, plot or building, as the case may be, without the previous written consent of the Purchaser/Allottee. Provided that the Promoter may make such minor additions or alterations as may be required by the Purchaser/Allottee, or such minor changes or alterations as per the provisions of the Act.

Subject to Clause 9.3 the Promoter agrees and acknowledges, the Purchaser/Allottee shall have the right to the Residential Flat as mentioned below:

The Purchaser/Allottee shall have exclusive ownership of the apartment:

- (i) The Purchaser/Allottee shall also have undivided proportionate share in the Common Areas. Since the share / interest of the Purchaser/Allottee in the Common Areas is undivided and cannot be divided or separated, the Purchaser/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 Purchaser/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 promoter shall convey undivided proportionate title in the common areas to the association of Purchaser/Allottees as provided in the Act;
- (ii) 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 Promoter and the Purchaser/Allottee agrees that the apartment shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the said Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Purchaser/Allottee. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Purchaser/Allottees of the Project
- (iii) It is understood by the Purchaser/Allottee that all other areas and i.e., areas and facilities falling outside the Project, namely "N.C GHOSE & N.C GHOSE COMPLEX " 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

- (iv) The Promoter agrees to pay all outgoing before transferring the physical possession of the apartment to the Purchaser/Allottees, which it has collected from the Purchaser/Allottees, for the payment of outgoing (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the project). If the Promoter fails to pay all or any of the outgoing collected by it from the Purchaser/Allottees or any liability, mortgage loan and interest thereon before transferring the apartment to the Purchaser/Allottees, the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoing and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefore by such authority or person.
- (v) The Purchaser/Allottee has paid token advance Rs./-(Rupees)
 through vide Cheque No., Bank on only account of
 "SREE HARI BUILDERS" at, branch of Bank as booking amount being part
 payment towards the Total Price of the Apartment at the time of application the receipt of which
 the Developer/Promoter hereby acknowledges and the Purchaser/Allottee hereby agrees to pay
 the remaining price of the apartment as prescribed in the Payment Plan as may be demanded by
 the Promoter within the time and in the manner specified therein:

Provided that if the Purchaser/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.

1. MODE OF PAYMENT

Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Purchaser/Allottee shall make all payments, on demand by the Developer/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 "SREE HARI BUILDERS" payable at S.N Bose Road, Sivmandir, Siliguri. It is agreed and recorder that no cash payment is acceptable by the Promoter from the Purchaser/Allottee.

2. COMPLIANCE OF LAWS RELATING TO REMITTANCES

The Purchaser/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 Promoter with such permission, approvals which would enable the 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 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 Promoter accepts no responsibility in this regard. The Purchaser/Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Purchaser/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 Promoter immediately and comply with necessary formalities if any under the applicable laws. The Promoter shall not be responsible towards any third-party making payment/remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the said apartment applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Purchaser/Allottee only.

3. ADJUSTMENT/APPROPRIATION OF PAYMENTS

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

4. TIME IS ESSENCE

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

5. CONSTRUCTION OF THE PROJECT/APARTMENT

The Purchaser/Allottee has seen the specifications of the apartment 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 Promoter. The Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by 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 Promoter shall constitute a material breach of the Agreement.

6. POSSESSION OF THE APARTMENT/PLOT

For, SREE HARI BUILDERS
Nalin Choth
Authorised Signatory

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6.1 Schedule for possession of the said Apartment: The Promoter agrees and understands that timely delivery of possession of the apartment to the Purchaser/Allottee and the common areas to Associations of the Purchaser/Allottee is the essence of the Agreement. The Promoter, based on the approved plans and specifications, assures to hand over possession of the Apartment on with a grace period of 6 (six) months in case the Promoter fails to complete the project. 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 Purchaser/Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the [Apartment/Plot], 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 Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Purchaser/Allottee the entire amount received by the Promoter from the allotment within 45 days from that date. After refund of the money paid by the Purchaser/Allottee, and agrees that he/she/their shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

6.2 Procedure for taking possession – The Promoter, upon obtaining the occupancy certificate (or at least after application for grant of CC is made) from the competent authority shall offer in writing the possession of the [Apartment/Flat], to the Purchaser/Allottee in terms of this Agreement to be taken within 3 (three months from the date of issue of such notice and the Promoter shall give possession of the [Apartment/Flat] to the Purchaser/Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Purchaser/Allottee agree(s) to pay the maintenance charges as determined by the Promoter/association of Purchaser/Allottee, as the case may be.

6.3 Failure of Purchaser/Allottee to take Possession of Apartment: Upon receiving a written intimation from the Promoter as per clause 6.2, the Purchaser/Allottee shall take possession of the Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Apartment to the Allottee. In case the Allottee fails to take possession within the time provided in clause 6.2, such Purchaser/Allottee shall continue to be liable to pay maintenance charges as applicable.

6.4 Possession by the Purchaser/Allottee – After obtaining the occupancy certificate* and handing over physical possession of the [Apartment/Flat] to the Purchaser/Allottee, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common areas, to the association of the Purchaser/Allottee or the competent authority, as the case may be, as per the local laws.

6.5 Cancellation by Purchaser/Allottee – The Purchaser/Allottee shall have the right to cancel/withdraw her/his/their allotment in the Project as provided in the Act:

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

6.6 Compensation –The Promoter shall compensate the Purchaser/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 promoter fails to complete or is unable to give possession of the Apartment (i) in accordance with the terms of this Agreement, duly completed by the date specified herein; or (ii) due to discontinuance of their business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Promoter shall be liable, on demand to the Purchaser/Allottee, in case the Purchaser/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 [Apartment/Plot], 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 Purchaser/Allottee does not intend to withdraw from the Project, the Promoter shall pay the Purchaser/Allottee interest at the rate specified in the Rules for every month of delay, till the handing over of the possession of the Flat.

7. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

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

- (i) The [Promoter/Land loard] 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 Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- (iii) There are no encumbrances upon the said Land or the Project;

[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 Apartment;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Building and Apartment and common areas;
- (vi) The Promoter 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 Purchaser/Allottee created herein, may prejudicially be affected;
- (vii) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Land, including the Project and the said Apartment which will, in any manner, affect the rights of Purchaser/Allottee under this Agreement;
- (viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said apartment to the Purchaser/Allottee in the manner contemplated in this Agreement;
- (ix) At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the apartment to the Purchaser/Allottee and the common areas to the Association of the Purchaser/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 Promoter 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 Promoter in respect of the said Land and/or the Project;
- (xiii) That the property is not Waqf property.

8. EVENTS OF DEFAULTS AND CONSEQUENCES

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

- (i) Promoter fails to provide ready to move in possession of the apartment to the Purchaser/Allottee within the time period specified. For the purpose of this clause, 'ready to move in possession' shall mean that the apartment shall be in a habitable condition which is complete in all 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 Promoter under the conditions listed above, Purchaser/Allottee is entitled to the following:

- (i) Stop making further payments to Promoter as demanded by the Promoter. If the Purchaser/Allottee stops making payments, the Promoter shall correct the situation by completing the construction milestones and only thereafter the Purchaser/Allottee be required to make the next payment without any penal interest; or
- (ii) The Purchaser/Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the apartment, along with interest at the rate specified in the Rules within 45 days of receiving the termination notice:

Provided that where an Purchaser/Allottee does not intend to withdraw from the project or terminate the Agreement, he/she/they shall be paid, by the promoter, interest at the rate specified in the Rules, for every month of delay till the handing over of the possession of the apartment. The Purchaser/Allottee shall be considered under a condition of Default, on the occurrence of the following events:

- (i) In case the Purchaser/Allottee fails to make payments for 30 day of consecutive demands made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard the Purchaser/Allottee shall be liable to pay interest to the promoter on the unpaid amount at the rate specified in the Rules.
- (ii) In case of Default by Purchaser/Allottee under the condition listed above continues for a period beyond consecutive months after notice from the Promoter in this regard, the Promoter shall cancel the allotment of the apartment in favour of the Purchaser/Allottee and refund the amount money paid to him by the Purchaser/Allottee by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated.

9. CONVEYANCE OF THE SAID APARTMENT

The Promoter, on receipt of complete amount of the Price of the apartment under the Agreement from the Purchaser/Allottee, shall execute a conveyance deed and convey the title of the apartment together with proportionate indivisible share in the Common Areas within 3 (three) months from the issuance of the occupancy certificate (or at least after application for grant of CC is made) from the competent authority. 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 Promoter to withhold registration of the conveyance deed in her favour till full and final settlement of all dues and stamp duty and registration charges to the Promoter is made by the Purchaser/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.

10. MAINTENANCE OF THE SAID BUILDING/APARTMENT / PROJECT

The Promoter shall be responsible for providing and maintain essential services in the Project till the taking over of the maintenance of the project by the association of the Purchaser/Allottee. The cost of such maintenance has been included in the Total Price of the apartment.

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

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

The Purchaser/Allottee hereby agrees to purchase the Apartment on the specific understanding that 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 Purchaser/Allottees (or the maintenance agency appointed by it) and performance by the Purchaser/Allottee of all his obligations in respect of the terms and conditions specified by the maintenance agency or the association of Purchaser/Allottees from time to time.

13. RIGHT TO ENTER THE APARTMENT FOR REPAIRS

The Promoter / maintenance agency /association of Purchaser/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 Purchaser/Allottee agrees to permit the association of Purchaser/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.

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14. USAGE

Use of Ground Floor and Service Areas: The Ground floor and service areas, if any, as located within the "N.C GHOSH & N.C GHOSH COMPLEX", 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 Ground floor in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the association of Purchaser/Allottees formed by the Purchaser/Allottees for rendering maintenance services.

15. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT:

Subject to Clause 11 above, the Purchaser/Allottee shall, after taking possession, be solely responsible to maintain the Flat at his own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Apartment, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Apartment and keep the Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized. The Purchaser/Allottee further undertakes, assures and guarantees that he 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 Purchaser/Allottees 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 Purchaser/Allottee shall not store any hazardous or combustible goods in the [Apartment/Plot] or place any heavy material in the common passages or staircase of the building. The Purchaser/Allottee shall also not remove any wall, including the outer and load bearing wall of the Apartment. The Purchaser/Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the association of Purchaser/Allottees and/or maintenance agency appointed by association of Purchaser/Allottees. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

16. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY ALLOTTEE

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

18. ADDITIONAL CONSTRUCTIONS

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

19. PROMOTER SHALL NOT MORTGAGE OR CREATE CHARGE

After the Promoter executes this Agreement, she 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 Purchaser/Allottee who has taken or agreed to take such Apartment.

20. APARTMENT OWNERSHIP ACT

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

21. BINDING EFFECT

Forwarding this Agreement to the Purchaser/Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Purchaser/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 Addl. District Sub- Registrar as and when intimated by the Promoter. If the Purchaser/Allottee (s) fails to execute and deliver to the Promoter 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 Promoter, then the Promoter 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 Purchaser/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 Purchaser/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 A LIMITATION TO ENFORCE

The 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 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 Promoter in the case of one Allottee shall not be construed to be a precedent and /or binding on the Promoter to exercise such discretion in the case of other Allottees.

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

26. SEVERABILITY

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made 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 may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

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

For, SREE HARI BUILDERS
Nabin Ghosh
Authorized Signatory

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 Flat/office bears to the total carpet area of all the Flat/office 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. ROOF RIGHTS

That the Vendors / Confirming Party shall have all the right, title and interest over the top roof of the building and shall also be entitled to install any sort of tower, etc. on the same.

30. PLACE OF EXECUTION

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

31. NOTICES:

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

For Promoter
Sri. Nabin Ghosh
M/s. Sree Hari Builders,
Office at S.N Bose Road,
Shivmandir, P.O. Kadamtala
P.S Matigara ,
District of Darjeeling -734011

For Allottee

.....
.....
.....
.....

:19:

It shall be the duty of the Allottee and the 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 promoter or the Allottee, as the case may be.

32. JOINT ALLOTTEES

That in case there are Joint Allottees all communications shall be sent by the Promoter 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.

33. 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.

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.

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

SIGNED AND DELIVERED BY THE WITHIN NAMED
Allottee: (including joint buyers)

(1) _____
(2) _____
At _____ on _____ in the

presence of:

SIGNED AND DELIVERED BY THE WITHIN NAMED

Promoter:

(1) _____
(Authorized Signatory)

WITNESSES:

1. Signature _____
Name _____
Address _____

2. Signature _____
Name _____
Address _____

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MOHAN HARI BUILDER
Mohan Chhetri
Authorized Signatory

:20:

For, SREE HARI BUILDERS
Nalin Ghosh,
Authorised Signatory

SCHEDULE – “A”

(DESCRIPTION OF THE LAND)

All that piece or parcel of Homestead land measuring 24 decimals in Mouja – JITU, R. S. Plot No. 30 and 31 corresponding to L. R. Plot No. 132 and 133, recorded in R. S. Khatian No. 8/22 and 8/23 corresponding to L. R. Khatian No. 2413, 2399, 2651 and 2652 under J.L. No.- 69 and land measuring 1.52 decimals in Mouja – Bairatisal, R. S. Plot No. 350 corresponding to L. R. Plot No. 548 recorded in R. S. Khatian No. 17/8 and 245/2 corresponding to L. R. Khatian No. 7129 under J.L. No.- 70 Pargana – Patharghata, P.S Matigara, Dist.-Darjeeling, within Atharakhai Gram Panchyat, ADSR –II, Bagdogra, District – Darjeeling total area of land measuring 25.52 decimals

As Per Record

The said land is butted and bounded as follows: -

By the North : Land of Sri Samar Ghosh, Amal Hore and Others.

By the South : 21 ft. wide metal Road,

By the East : Land of Sri Subhrangshu Karanjai & House of Mr. Ghosh.

By the West : House of Smt. Rita Sinha Ghosh.

SCHEDULE – “B”

(FLOOR PLAN OF THE APARTMENT)

ALL THAT One Flat Space (..... Flooring) measuring more or less about Square Feet (Carpet Area) and Total Super Built up Area Square Feet or equal to square meter, being No.“.....”at Floor, of the Residential building named “ ” constructed on the land as described in Schedule- “A” herein above together with undivided and impartible proportionate share in the land.

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SCHEDULE-"C"

(MODE OF PAYMENT)

(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	At the time of Foundation	20%
3	At the time of Ground Roof Casting	15%
4	At the time of 1 st Roof Casting	15%
5	At the time of 2 nd Roof Casting	10%
6	At the time of 3 rd Roof Casting	10%
7	At the time of 4 th Roof Casting	10%
8	At the time of registry or possession whichever is earlier.	10%
	Total	100%

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

WITNESSES:

1.

The contents of this documents have been gone through and understood personally by the Purchaser, Vendors & the Confirming Party.

For, SREE HARI BUILDERS

Nalin Ghosh

VENDORS
Authorized Signatory

2.

PURCHASER

CONFIRMING PARTY

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

Free Hari

Advocate, Siliguri

10/10/2020

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