

Balason Construction Pvt. Ltd.  
Prosanta Sarkar.  
Director

AGREEMENT FOR SALE

THIS AGREEMENT IS MADE ON THIS THE ..... DAY OF ..... TWO THOUSAND AND TWENTY (2020)

**BY AND BETWEEN**

**BALASON CONSTRUCTION PRIVATE LIMITED (PAN – AACCB6291M)**, a Private Limited Company, registered under the Companies Act, 1956, bearing Certificate of Information No. U45201WB2005PTC103373, dated 27/05/2005, having its registered Office at Hill Cart Road, Siliguri, P.O. & P.S. Siliguri, District- Darjeeling, PIN – 734001, in the State of West Bengal, represented by its Director- SRI PROSANTA SARKAR, son of Late Hemanta Sarkar, by faith- Hindu, by Occupation- Business, by Nationality- Indian, residing at Meghnad Saha Sarani, Pradhan Nagar, Siliguri, P.O. & P.S. Pradhan Nagar, District- Darjeeling, PIN – 734003, in the State of West Bengal, hereinafter called the "OWNER/PROMOTER" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns) of the **FIRST PART**.

**AND**

[If the Allottee is a company]

\_\_\_\_\_ (CIN No.) a company incorporated under the provisions of the Companies Act, [1956 or the Companies Act, 2013 as the case may be], having its registered office at \_\_\_\_\_ (PAN No. \_\_\_\_\_) represented by its authorized signatory, (Aadhaar No. \_\_\_\_\_) duly authorized vide board resolution dated \_\_\_\_\_, hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns.)

[OR]

[If the Allottee is a Partnership]

\_\_\_\_\_ a partnership firm registered under the Indian Partnership Act, 1932 having its principal place of business at \_\_\_\_\_ PAN No. \_\_\_\_\_ represented by its authorized partner \_\_\_\_\_ (Aadhaar No. \_\_\_\_\_) duly authorized vide \_\_\_\_\_ hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the said firm, the survivor or survivors of them and their heirs, executors and administrators of the last surviving partner and his/her/their assigns).

[OR]

[If the Allottee is an Individual]

Mr. /Ms. \_\_\_\_\_ (Aadhaar No. \_\_\_\_\_) son/ daughter of \_\_\_\_\_ aged about \_\_\_\_\_ residing at \_\_\_\_\_ (PAN No. \_\_\_\_\_) hereinafter called the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assigns).

[OR]

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Prasanta Saha

Director

[If the Allottee is a HUF]

Mr. \_\_\_\_\_ (Aadhaar No. \_\_\_\_\_) son of \_\_\_\_\_ aged about \_\_\_\_\_ for self and as the Karta of the Hindu Joint Mitakshara Family known as HUF, having its place of business / residence at \_\_\_\_\_ (PAN No. \_\_\_\_\_) hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean the members or member for the time being of the said HUF, and their respective heirs, executors, administrators and permitted assigns) of the **THIRD PART**.

The Promoter and Allottee shall hereinafter collectively be referred to as the "Parties" and individually as a "Party".

#### DEFINITIONS:

For the purpose of this Agreement for Sale, unless the context otherwise requires-

- a) "Act" means the West Bengal Housing Industry Regulation Act, 2017 (West Ben. Act XLI of 2017);
- b) "Rules" means the West Bengal Housing Industry Regulation Rules, 2018 made under the West Bengal Housing Industry Regulation Act, 2017;
- c) "Regulations" mean the Regulations made under the West Bengal Housing Industry Regulation Act, 2017;
- d) "Section" means a section of the Act.

#### WHEREAS:

- A. The Promoter is the absolute and lawful Owner of and is seized and possessed of or otherwise well and sufficiently entitled to **ALL THAT** piece and parcel of land admeasuring 0.38 Acres, forming part of R.S. Plot No. 282, recorded in R.S. Khatian Nos. 429/7 and 429/8, R.S. Plot No. 283, recorded in R.S. Khatian Nos. 429/1 and 429/2 and R.S. Plot No. 283/1197, recorded in R.S. Khatian No. 434, situated within Mouza – Siliguri, J.L. No. 110 (88), Pargana – Baikunthapur, P.O. and P.S. – Pradhan Nagar, Sub-

Div and A.D.S.R.O. – Siliguri, Holding No. VL/100/B/3 in Ward No. II of Siliguri Municipal Corporation, in the District of Darjeeling, (more fully and particularly mentioned, described, explained, enumerated, provided and given in the **SCHEDULE A (PART-II)** hereunder written and/or given and hereinafter referred to as the **PREMISES**) by way of six registered Sale Deeds which are (i) Sale deed dated 14.08.2013 which was duly registered with the office of the Additional District Sub Registrar, Siliguri and recorded in Book No. 1, CD Volume No. 29, Pages from 1265 to 1282, Being No. 2748 for the year 2013, (ii) Sale deed dated 14.08.2013 which was duly registered with the office of the Additional District Sub Registrar, Siliguri and recorded in Book No. 1, CD Volume No. 29, Pages from 1337 to 1354, Being No. 2746 for the year 2013, (iii) Sale deed dated 14.08.2013 which was duly registered with the office of the Additional District Sub Registrar, Siliguri and recorded in Book No. 1, CD Volume No. 29, Pages from 1283 to 1300, Being No. 2750 for the year 2013, (iv) Sale deed dated 25/10/2013 which was duly registered with the office of the Additional District Sub Registrar, Siliguri and recorded in Book No. 1, CD Volume No. 30, Pages from 2747 to 2763, Being No. 3140 for the year 2013, (v) Sale deed dated 25/10/2013 which was duly registered with the office of the Additional District Sub Registrar, Siliguri and recorded in Book No. 1, CD Volume No. 30, Pages from 2764 to 2780, Being No. 3141 for the year 2013, (vi) Sale deed dated 30.06.2014 which was duly registered with the office of the Additional District Sub Registrar, Siliguri and recorded in Book No. 1, CD Volume No. 5, Pages from 2028 to 2041, Being No. 1331 for the year 2014.

- B. The said Premises and /or a part thereof has been earmarked for the purpose of construction erection and completion of Building and/or buildings, each Building and/or buildings to comprise of various Flats/Units/Apartments constructed spaces and car parking spaces etc. capable of being held and/or enjoyed independently of each other and the project shall be known as **"THE ORCHARD"**.
- C. The mode and manner by which the Promoter have acquired right, title and interest in the **SCHEDULE A (PART-II)** will appear from the **SCHEDULE A (PART- I)** hereunder written and/or given.

D. The Said Land is earmarked for the purpose of building a residential Project comprising multistoried apartment buildings and the said project shall be known as "THE ORCHARD" with the object of using for any residential purpose and/or serviced apartments.

E. The Promoter is 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.

F. The Siliguri Municipal Corporation has granted the Commencement certificate..... to develop the project vide approval dated \_\_\_\_\_ bearing registration no. \_\_\_\_\_.

G. The Promoter has obtained the final layout plan, sanctioned plan, specifications and approvals for the Project and also for the apartment, plot or building plan by Siliguri Municipal Corporation vide **Sanction Building Plan No. 246 dated 15.12.2017** The Promoter agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with section 14 of the Act and other laws as applicable.

H. The Promoter has registered the Project under the provisions of the Act with the West Bengal Housing Industry Regulatory Authority at \_\_\_\_\_ on \_\_\_\_\_ under registration no. \_\_\_\_\_.

I. Allottee had applied for an apartment in the Project wide application no. \_\_\_\_\_ dated \_\_\_\_\_ and has been allotted apartment no. \_\_\_\_\_ having carpet area of \_\_\_\_\_ square feet (Super Built Up area \_\_\_\_\_ Sq. ft) on \_\_\_\_\_ floor, Block No. \_\_\_\_\_ of "THE ORCHARD" along with covered/Open Car parking space no. \_\_\_\_\_ admeasuring \_\_\_\_\_ square feet in the ..... Floor of ..... Block- ....., as permissible under the

applicable law and of pro rata share in the ("Common Areas") as defined under clause (m) of section 2 of the Act (hereinafter referred to as the "Apartment" more particularly described in the **Schedule B** and the floor plan or 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 :

1. the Allottee has independently examined and verified or caused to be examined and verified, inter alia, the following and has fully satisfied himself about the same:

1.1 The Title of the Promoter in respect of the Premises along with Development Agreement as well as the Development Power of Attorney;

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

1.3 The Carpet Area of the Said Apartment;

1.4 The Specifications and common Portions of the Project; and

1.5 The respective rights interest and entitlements of the Promoter and the Allottee under this Agreement for Sale.

K. 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;

L. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;

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Director

M. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between this Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the apartment no. \_\_\_ on \_\_\_ floor, Block No. \_\_\_ and the \_\_\_\_\_ parking space as specified in para G.

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

**1 TERMS:**

1.1 Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase, the apartment no. \_\_\_ on \_\_\_ floor, Block No. \_\_\_ and the \_\_\_\_\_ parking space as specified in para G.

1.2 The Total Price for the Apartment based on the carpet area is Rs. \_\_\_ (Rupees \_\_\_\_\_) only.

Block No. _____	Rate of Apartment per square feet
Apartment No. _____	
Floor _____	
Total Price (in rupees)	

AND

Covered/Open	Price for 1
Independent/Dependent parking space-1	
Total Price (in rupees)	

More fully mention in Para-I of the Payment Plan (Schedule-C) hereinafter.

Explanation:

- (i) The Total Price above includes the booking amount paid by the allottee to the Promoter towards the Apartment;
- (ii) The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter by way of G.S.T. and CASs or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter (by whatever name called) up to the date of handing over the possession of the apartment to the allottee and the project to the association of allottees or the competent authority, as the case may be, after obtaining the completion certificate:

Provided that in case there is any change / modification in the taxes, the subsequent amount payable by the allottee to the promoter shall be increased/reduced based on such change / modification:

Provided further that if there is any increase in the taxes after the expiry of the schedule date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said project by the Authority, as per the Act, the same shall not be charged from the allottee;

- (iii) The Promoter shall periodically intimate in writing to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment demanded by the Promoter within the time and in the manner specified therein. In addition, the Promoter 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;



- (iv) The Total Price of 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, electrical connectivity to the apartment, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, in the common areas, maintenance charges as per Para II etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment and the Project.
- 1.3 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 Promoter undertakes and agrees that while raising a demand on the 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 Allottee, which shall only be applicable on subsequent payments. Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said project by the authority as per the Act, the same shall not be charged from the Allottee.
- 1.4 The Allottee shall make the payments as per the payment plan set out in **Schedule 'C' ("Payment Plan")**.
- 1.5 The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee by discounting such early payments @ % per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and

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such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.

- 1.6 It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described herein at Schedule 'D' and Schedule 'E' (which shall be in conformity with the advertisement, prospectus etc. on the basis of which sale is effected) in respect of the apartment, plot or building, as the case may be, without the previous written consent of the Allottee as per the provisions of the Act.

Provided that the Promoter may make such minor additions or alterations as may be required by the Allottee, or such minor changes or alteration as per the provisions of the Act.

- 1.7 The Promoter shall confirm to 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 Promoter, if there is reduction in the carpet area then the Promoter shall refund the excess money paid by Allottee within forty-five days, with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area, which is not more than three percent of the carpet area of the apartment, allotted to Allottee, the Promoter may demand that from the Allottee as per the next milestone of the payment plan as provided in Schedule 'C'. All these monetary adjustments shall be made at the same rate per square feet as agreed in para 1.2 of this Agreement.
- 1.8 Subject to para 9.3 the Promoter agrees and acknowledges, the Allottee shall have the right to the Apartment as mentioned below:

- (i) The Allottee shall have exclusive ownership of the Apartment.
- (ii) The Allottee shall also have undivided proportionate share in the Common Areas. 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. It is clarified that the promoter shall hand over the common areas to the Association of Allottees after duly obtaining the completion certificate from the competent authority as provided in the Act.
- (iii) That the computation of the price of the Apartment includes recovery of price of land, construction of [not only the Apartment but also] the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the Apartment, Lift, Water line and Plumbing, finishing with paint, Marbles/Tiles, Doors, Windows, in the common areas maintenance charges as per para 11 etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment and the Project.
- (iv) The Allottee has the right to visit the project site to assess the extent of development of the project and his Apartment as the case may be.

1.9 It is made clear by the Promoter and the 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 Allottee. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of

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the Allottee. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottees of this Project.

- 1.10 The Promoter agrees to pay all outgoing before transferring the physical possession of the Apartment to the Allottees, which it has collected from the Allottees, for the payment of outgoing (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charge 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 its from the Allottees or any liability, mortgage loan and interest thereon before transferring the Apartment to the 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, prior to handover of the balance amount of maintenance charge to the society.
- 1.11 The Allottee has paid a sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) as booking amount being part payment towards the Total Price of the Apartment at the time of application the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the open/covered/podium parking as prescribed in the Payment Plan (Schedule 'C') as may be demanded by the Promoter within the time and in the manner specified therein.

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

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Brosanta Sankar.  
Director

2 **MODE OF PAYMENT:**

Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the Payment Plan (through a/c. Payee cheque/demand draft/ bankers cheque or online payment) in favor of **BALASON CONSTRUCTION PRIVATE LIMITED (PAN – AACCB6291M)** payable at Siliguri.

3 **COMPLIANCE OF LAWS RELATING TO REMITTANCES:**

- 3.1 The Allottee, if resident outside India, shall be sole responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India act, 1934 and the Rules and Regulations made thereunder or any statutory amendments/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 the 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 may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.
- 3.2 The Promoter accepts no responsibility in regard to matters specified in para 3.1 above, The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the

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residential 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 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 Allottee only.

**4 ADJUSTMENT/APPROPRIATION OF PAYMENTS:**

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

**5 TIME IS ESSENCE:**

The Promoter shall abide by the time schedule for completing the project as disclosed at the time of registration of the project with the Authority and towards handing over the Apartment to the Allottee and the common areas to the association of allottees or the competent authority, as the case may be, subject to force major as describe in 7.1. Similarly the Allottee shall pay all accounts payable as per payment Plan (Schedule-C) as and when due & demanded.

**6 CONSTRUCTION OF THE PROJECT/APARTMENT:**

The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the Apartment and accepted the floor plan, payment plan and the specifications, amenities and facilities as mentioned in different Schedule [annexed along with this Agreement] which has been approved

b y 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, amenities and facilities, 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 the Siliguri Municipal Corporation and provisions prescribed by the municipal law and shall not have an option to make any variation/alteration/modification in such plans, other than in the manner provided under the Act, and breach of this term by the Promoter shall constitute a material breach of the Agreement.

## **7 POSSESSION OF THE APARTMENT:**

### **7.1 Schedule for possession of the said Apartment:-**

The Promoter agrees and understands that timely delivery of possession of the Apartment to the Allottee and the common areas to the Association of Allottees or the Competent Authority, as the case may be, is the essence of the Agreement. The Promoter assures to hand over possession of the Apartment along with ready and complete common areas with all specifications, amenities and facilities of the project in place on 31.03.2021 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 Promoter shall be entitled to the extension of time for delivery of possession of the Apartment.

Provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee 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 Allottee the entire amount received by the Promoter from the allotment within 45 days from that date. The promoter shall intimate the Allottee about such termination at least thirty days prior to such termination. After refund of the money paid by the Allottee, the Allottee agrees that he/she 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.

- 7.2 **Procedure for taking possession** – The Promoter, upon obtaining the occupancy certificate from the competent authority shall offer in writing the possession of the Apartment, to the Allottee in terms of this Agreement to be taken within two months from the date of issue of occupancy certificate. [Provided that, in the absence of local law, the conveyance deed in favour of the Allottee shall be carried out by the Promoter within 3 months from the date of issue of Occupancy Certificate]. 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 Allottee after taking possession, agree(s) to pay the maintenance charges as determined by the Promoter/Association of Allottees, as the case may be after the issuance of the Completion Certificate for the project. The Promoter shall hand over the occupancy certificate of the Apartment, as the case may be, to the Allottee at the time of conveyance of the same.

In case, the Allottee express his /her/their view to take physical possession of the under constructed apartment and gives a written application for handover of physical possession in such case the completion certificate shall be handed over only after obtaining the same from the competent authority.



- 7.3 **Failure of Allottee to take Possession of Apartment** – Upon receiving a written intimation from the Promoter as per para 7.2, the 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 para 7.1 such Allottee shall continue to be liable to pay interest on due payments and maintenance charges as specified in para 7.2.
- 7.4 **Possession by the Allottee** – After obtaining the occupancy certificate and handing over physical possession of the Apartments in the building to the Allottees, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common areas to the Association of Allottee or the Competent Authority, as the case may be, as per the local law:
- Provided that, in the absence of any local law, the promoter shall hand over the necessary documents and plans, including common areas to the Association of Allottee or the Competent Authority, as the case may be, within 30 days after obtaining the completion certificate.
- 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 promoter, the promoter herein is entitled to forfeit the booking amount paid for the allotment. The balance amount of money paid by the allottee after deducting the tax which was already been paid to the government by the promoter shall be returned by the promoter to the allottee within 45 days of such cancellation,

- 7.6 **Compensation-** The Promoter 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 interest and compensation under this provision 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 in para 7.1; 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 Promoter 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 Apartment, with interest at the rate prescribed in the Rules including compensation if any in the manner as provided under the Act within forty-five days of it becoming due:

Provided that where if the Allottees does not intend to withdraw from the project, the promoter shall pay the Allottee interest at the rate prescribed in the Rules for every month of delay, till the handing over of the possession of the apartment which shall be paid by the promoter to the Allottee within forty-five days of it becoming due.

## 8 REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

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

- (i) The Promoter have absolute, clear and marketable title with respect to the said Land; the Promoter has 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 for Residential and Commercial Purpose.
- (iii) There are no encumbrances upon the said land or the Project.
- (iv) There are no litigations pending before any Court of law or Authority 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 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 Allottee under this Agreement.
- (viii) The Promoter Confirm that the Promoter is not restricted in any manner whatsoever from selling the said Apartment to the Allottee in the manner contemplated in this Agreement.

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- (ix) The Promoter Confirm that the Promoter is fully Authorized and not restricted to construct and use their Land only for residential purpose but shall develop the land for construction of Apartments for usage for any commercial purpose too for which shall have no objection and/or can arise any disputes therefore for such purpose at any point of time for ever.
- (x) At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the Apartment to the Allottee and the common areas to the Association of Allottees or the Competent Authority, as the case may be.
- (xi) The Schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Schedule Property. In case, the property is subject matter of any HUF or Minor then necessary permissions shall be obtained from the concern department/Court of Law or legal formalities shall be obtained for transferring the legal title of the same.
- (xii) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges, and taxes and other money, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities till Completion Certificate has been done to the competent authority and possession of apartment, plot or building, as the case may be, along with common areas (equipped with all the specification, amenities and facilities) has been handed over to the Allottee and the Association of Allottees or the Competent Authority, as the case may be.
- (xiii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order,

notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoter in respect of the said Land and/or the Project.

**9 EVENTS OF DEFAULTS AND CONSEQUENCES:**

9.1 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 Allottee within the time period specified in para 7.1 or fails to complete the project within the stipulated time disclosed at the time of registration of the project with the Authority. For the purpose of this para 'ready to move in possession' shall mean that the apartment shall be in a habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the parties, and for which Occupation Certificate and Completion Certificate, as the case may be has been issued by the Competent Authority.
- (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 thereunder.

9.2 In case of Default by Promoter under the conditions listed above, Allottee is entitled to the following:

- i) Stop making further payments to Promoter as demanded by the Promoter. If the Allottee stops making payments the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any interest; or

- ii) The Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid deducting the govt. Tax which was already been paid by the Allottee under any head whatsoever towards the purchase of the apartment, within forty-five days of receiving the termination notice.

Provided that where an Allottee does not intend to withdraw from the project or terminate the Agreement, he shall be paid by the Promoter, interest at the rate prescribed in the Rules, for every month of delay till the handing over of the possession of the Apartment, which shall be paid by the Promoter to the Allottee within forty-five days of it becoming due.

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

- (i) In case the Allottee fails to make payments for consecutive demands made by the Promoter as per the payment plan Schedule 'C' annexed hereto, despite having been issued notice in that regard the Allottee shall be liable to pay interest to the promoter on the unpaid amount at the rate prescribed in the Rules.
- (ii) In case of Default by Allottee under the condition listed above continues for a period beyond 3 (three) consecutive months after notice from the Promoter in this regard, the Promoter may cancel the allotment of the Apartment in favour of the Allottee and refund the money paid to him by the Allottee by deducting the booking amount and the interest liabilities and GST / other government taxes and this Agreement shall thereupon stand terminated:

Provided that the promoter shall intimate the allottee about such termination at least thirty days prior to such termination.

**10 CONVEYANCE OF THE SAID APARTMENT:**

The Promoter on receipt of Total Price of the Apartment as per para 1.2 under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the Apartment together with proportionate indivisible share in the Common Areas within 3 months from the date of issuance of the occupancy certificate and the completion certificate, as the case may be to the Allottee:

Provided that, in the absence of local law, the conveyance deed in favour of the Allottee shall be carried out by the promoter within three months from the date of issue of occupancy certificate. However, in case the Allottee fails to deposit the stamp duty and/or registration charges within the period mentioned in the notice, the Allottee authorizes the promoter to withhold registration of the conveyance deed in his/her favour till payment of stamp duty and registration charges to the promoter is made by the Allottee.

**11 MAINTENANCE OF THE SAID BUILDING/ APARTMENT/ PROJECT:**

The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the Association of Allottees upon the issuance of the Completion Certificate of the project. The cost of such maintenance has been included in the Total Price of the Apartment.

**Maintenance Charges (Excluding GST/ Service Tax)**

- i) Maintenance Deposit cost to be paid per month per Sq. ft @ ----/- from the date of possession for 24 months out of which 12 months deposits amount is adjustable and another 12 months deposited amount shall remain as security money which shall be refunded by the Developer after hand over the project by the Developer to the Owners Association / Syndicate/ Maintenance committee after adjusting there from all dues if there would be any on

account of such purposes which will bear no interest and will be adjusted to the credit of or refunded of such purposes which will bear no interest and will be adjusted to the credit of or refunded to the purchaser on the determination of agreement, if so by any reason whatsoever.

- ii) The actual amount of security deposit charged by the WBS&EDCL authority is payable by the purchaser for his/her/their personal electric meter for their unit(s)/flat(s)/car-parking space(s).

**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 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 Allottee from the date of handing over possession, it shall be the duty of the Promoter to rectify such defects without further charges, 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 TO ENTER THE APARTMENT FOR REPAIRS:**

The Promoter/Maintenance Agency/Association of Allottees shall have rights of unrestricted access of all Common Areas, garages/covered parking 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 Apartment or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise with a view to set right any defect.



**14 USAGE:**

**Use of Basement and Service Areas:** The basement(s) and service areas, if any, as located within the 'THE ORCHARD', shall be earmarked for purposes such as services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks. Pump rooms, maintenance and service rooms, fire fighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Allottee 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.

**15 COMPLIANCE WITH RESPECT TO THE APARTMENT:**

- 15.1 Subject to para 12 above, the Allottee shall after taking possession, be solely responsible to maintain the Apartment at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the building, or the Apartment, or the staircase, 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 goods 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 damage or jeopardized.
- 15.2 That Allottee further undertakes, assures and guarantees that he/she would not put any sign-board/nameplate, neon light, publicity material or advertisement material etc. on the face façade 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 Apartment or place any heavy material in the common passage or staircase of the Building. The Allottee shall also not remove any wall including the outer and load bearing wall of the Apartment.

- 15.3 The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter 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.

**16 COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES:**

The Parties are entering into this Agreement for the allotment of an Apartment with the full knowledge of all laws, rules, regulations, notifications applicable to the project.

**17 ADDITIONAL CONSTRUCTIONS:**

The Promoter undertakes that he has no right to make additions or to put up additional structure(s) anywhere in the project after the building plan, layout plan, sanction plan and specifications, amenities and facilities has been approved by the Competent Authority (ies) and disclosed, except for any addition construction as may be permitted by the Competent Authority as provided and/or permitted under the Act.

**18 PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:**

After the Promoter executes this Agreement he shall not mortgage or create a charge on the Apartment and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect

Balason Construction Pvt. Ltd.  
Roshana Sankar.

Director

the right and interest of the Allottee who has taken or agreed to take such Apartment.

19 **APARTMENT OWNERSHIP ACT (OR THE RELEVANT STATE ACT)**

The Promoter has assured the Allottees that the project in its entirety is in accordance with the provisions of the West Bengal Housing Industry Regulation Act, 2017 (West Ben. Act XLI of 2017) and registered with West Bengal Housing Industry Regulation Rules, 2018. The Promoter showing compliance of various laws/regulations as applicable in the State of West Bengal.

20 **BINDING EFFECT:**

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter 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 Promoter. If the Allottee(s) fails execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or do not appear before concerned the Sub-Registrar/Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default and 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.

Belason Construction Pvt. Ltd.  
Basanta Sarkar  
Director

**21 ENTIRE AGREEMENT:**

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

**22 RIGHT TO AMEND:**

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

**23 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 Apartment and the Project shall equally be applicable to and enforceable against and by any subsequent Allottees of the Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes

**24. WAIVER NOT A LIMIT AT IN TO ENFORCE:**

24.1 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 [Annexure C] 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.

24.2 Failure on the part of the Parties 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.

25. **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 Agreements 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.

26. **METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT:**

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in Project, the same shall be the proportion which the carpet area of the Apartment bears to the total Carpet area of all the Apartments in the Project.

27. **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.

28 PLACE OF EXECUTION:

The execution of this Agreement shall be completed only upon its execution by the Promoter through its authorized signatory at the Promoter's office or at some other places which may be mutually agreed between the Promoter and the Allottee, at ..... after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at any of the jurisdiction of the Sub-Registrar at ..... Hence this Agreement shall be deemed to have been executed at .....

29 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:

\_\_\_\_\_ (Name of Allottee)

\_\_\_\_\_  
\_\_\_\_\_ (Address of Allottee)

**BALASON CONSTRUCTION PRIVATE LIMITED** (Name of Promoter)

.....  
.....  
..... (Promoter Address)

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.

Balason Construction Pvt. Ltd.  
*Balason Sas Nar.*  
Director

**30 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.

**31 SAVINGS:**

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

**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 Act and the Rules and Regulations made there under including other applicable 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 under the Arbitration and Conciliation Act, 1996.

[please insert any other 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 or the Act and the Rules and Regulations made thereunder]

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

Balason Construction Pvt. Ltd.  
*Basanta Saha*  
Director

**SIGNED AND DELIVERED BY THE WITHIN NAMED:**

Allottee: (including joint buyers)

(1) Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_

(2) Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_

**SIGNED AND DELIVERED BY THE WITHIN NAMED**

Promoter:

(1) Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_

At \_\_\_\_\_ on \_\_\_\_\_ in the presence of:

WITNESSES:

(1) Signature \_\_\_\_\_



Name \_\_\_\_\_

Address \_\_\_\_\_

(2) Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

Bijalson Construction Pvt. Ltd.

Brijanta Saha

Director

**SCHEDULE 'A'****PART -I****WHEREAS:-**

1. One Sri Keshab Prasad Pradhan, Sri Pushpa Prasad Pradhan, Sri Dibya Prasad Pradhan and Sri Hirendra Prasad Pradhan, all sons of Late Punya Prasad Pradhan were the recorded owners of all that piece and parcel of land measuring 0.08 Acres, forming part of R.S. Plot No. 282, recorded in R.S. Khatian No. 429/8, 0.24 Acres forming part of R.S. Plot No. 283, recorded in R.S. Khatian No. 429/2 and 0.15 Acres forming part of R.S. Plot No. 283/1197, recorded in R.S. Khatian No. 434, in total measuring 0.47 Acres, situated within Mouza – Siliguri, J.L. No. 110 (88), Pargana – Baikunthapur, P.O. and P.S. – Pradhan Nagar, Sub-Div and A.D.S.R.O. – Siliguri, Ward No. II of Siliguri Municipal Corporation, in the District of Darjeeling, having permanent, heritable and transferable right, title and interest therein.
2. one Padam Prasad Pradhan, son of Lambodhar Pradhan, was the recorded owner of all that piece and parcel of land measuring 0.08 Acres forming part of R.S. Plot No. 282 recorded in R.S. Khatian No. 429/7 and 0.23 Acres forming part of R.S. Plot No. 283, recorded in R.S. Khatian No. 429/1, IN TOTAL MEASURING 0.31 Acres, situated within Mouza – Siliguri, J.L. No. 110 (88), Pargana – Baikunthapur, P.O. and P.S. Pradhan Nagar, Sub-Div. and A.D.S.R.O. – Siliguri, Ward No. II of Siliguri Municipal

Corporation, in the District of Darjeeling, having permanent, heritable and transferable right, title and interest therein.

3. Above named Padam Prasad Pradhan died intestate leaving behind his wife – Smt. Chinia Devi Pradhan and daughter Smt. Ujjala Pradhan, wife of Sri G. Rajbhandari as his only legal heirs to inherit the aforesaid land measuring 0.31 Acres.
4. by way of inheritance above named Smt. Chinia Devi Pradhan and Smt. Ujjala Pradhan became the sole, absolute and exclusive owners of the aforesaid land measuring 0.31 Acres having permanent, heritable and transferable right, title and interest therein.
5. above named Chinia Devi Pradhan died intestate leaving behind her daughter Smt. Ujjala Pradhan, wife of Sri G. Rajbhandari as her only legal heir to inherit her share in the aforesaid land measuring 0.31 Acres.
6. Abovenamed Sri Keshab Prasad Pradhan, Sri Pushpa Prasad Pradhan, Sri Dibya Prasad Pradhan, Sri Hirendra Prasad Pradhan and Smt. Ujjala Pradhan alias Ujjala Rajbhandari had transferred for valuable consideration and made over physical possession of all that piece and parcel of land measuring 0.06 Acres forming part of R.S. Plot No. 282, recorded in R.S. Khatian No. 429/7 and 429/8 and 0.15 Acres forming part of R.S. Plot No. 283, recorded in R.S. Khatian No. 429/1 and 429/2 IN Total measuring 0.21 Acres situated within Mouza – Siliguri, J.L. No. 110 (88), Pargana – Baikunthapur, P.O. and P.S. Pradhan Nagar, Sub-Div. and A.D.S.R.O. – Siliguri, Ward No. II of Siliguri Municipal Corporation, in the District of Darjeeling, unto and in favor of BALASON CONSTRUCTION PRIVATE LIMITED by virtue of three separate Sale Deeds all dated 14/08/2013, being Document Nos. 2748, 2746 and 2750 for the year 2013, entered in Book No. 1, CD Volume No. 29, Pages from 1265 to 1282, 1337 to 1354 and 1283 to 1300 respectively all the deeds registered in the office of the Additional District Sub Registrar, Siliguri.
7. Above named Sri Keshab Prasad Pradhan, Sri Pushpa Prasad Pradhan, Sri Dibya Prasad Pradhan, Sri Hirendra Prasad Pradhan had also transferred for valuable

Balason Construction Pvt. Ltd.  
Basant Saha

Director

consideration and made over physical possession of all that piece and parcel of land measuring 0.02 Acres forming part of R.S. Plot No. 283, recorded in R.S. Khatian No. 429/2 and 0.15 Acres forming part of R.S. Plot No. 283/1197, recorded in R.S. Khatian No. 434, IN TOTAL MEASURING 0.17 Acres, situated within Mouza – Siliguri, J.L. No. 110 (88), Pargana – Baikunthapur, P.O. and P.S. Pradhan Nagar, Sub-Div. and A.D.S.R.O. – Siliguri, Ward No. II of Siliguri Municipal Corporation, in the District of Darjeeling unto and in favor of BALASON CONSTRUCTION PRIVATE LIMITED by virtue of three separate Sale Deeds i) Dated 30/06/2014, being Document No. 1331 for the year 2014 entered in Book No. 1, CD Volume No. 5, Pages from 2028 to 2041, ii) Dated 25/10/2013, being Document No. 3140 for the year 2013, entered in Book No. 1, CD Volume No. 30, Pages from 2747 to 2763 and iii) Dated 25/10/2013 being Document No. 3141 for the year 2013, entered in Book No. 1, CD Volume No. 30, Pages from 2764 to 2780 all deeds registered in the Office of the Additional District Sub-Registrar, Siliguri.

8. By virtue of the aforesaid six separate Sale Deeds, being Document Nos. 2748, 2746, 2750 for the year 2013 being Document No. 1331 for the year 2014 and being Document Nos. 3140 and 3141 for the year 2013 above named BALASON CONSTRUCTION PRIVATE LIMITED (The Promoter of these presents), become the sole, absolute and exclusive owner of the aforesaid land measuring 0.06 Acres forming part of R.S. Plot No. 282, recorded in R.S. Khatian Nos. 429/7 and 429/8, 0.17 Acres forming part of R.S. Plot No. 283, recorded in R.S. Khatian Nos. 429/1 and 429/2 and 0.15 Acres forming part of R.S. Plot No. 283/1197 recorded in R.S. Khatian No. 434, IN TOTAL MEASURING 0.38 ACRES, situated within Mouza – Siliguri, J.L. No. 110 (88), Pargana – Baikunthapur, P.O. and P.S. Pradhan Nagar, Sub-Div. and A.D.S.R.O. – Siliguri, Ward No. II of Siliguri Municipal Corporation, in the District of Darjeeling more particularly described in the Schedule-A given hereunder written, having permanent heritable and transferable right, title and interest therein and the said land was mutated in its name in the record of rights from the Office of the S.R.O. II & Officer-in-Charge, Siliguri Municipal Corporation Area (L.R.), Siliguri, vide Mutation Case Nos. 1703/IX-II/13-14, 1704/IX-II/13-14, both dated 02-12-2013 and

Balason Construction Pvt. Ltd.  
Basant Kumar

Director

474/IX-II/14-15 dated 03-07-2014 and is paying the municipal taxes and other charges to the competent authority time to time regularly, free from all sorts of encumbrances, charges, liens, lispendences, whatsoever in nature.

9. The Promoter had converted the aforesaid land measuring 0.38 Acres more particularly described in the Schedule-A given herein under, from Danga Puratan Patit to Bastu (Commercial / Housing Complex), from the Office of the Sub-Divisional Land & Land Reforms Officer, Siliguri, vide Memo No. 1003/SDL & LRO-Slg/14, dated 16.06.2014 and from the Office of the S.R.O. II & Officer-in-Charge, Siliguri Municipal Corporation Area (L.R.), Siliguri, vide Memo Nos. 36/SRO-II & OC/SMCA-SLG/14, dated 16-01-2014 and 441/SRO-II & OC/SMCA-SLG/14 dated 16-07-2014.
10. The Promoter herein have got the right title and interest in respect of the schedule property which fully described in schedule herein the written and hereafter called the said property is free from all sorts of encumbrances and absolutely seized and possessed of and/or otherwise well and sufficiently entry entitled to the Property which is more fully described in the Schedule-A (PART -II) given hereunder.
11. The First Part/Promoter is willing to construction a new building after develop the land fit and proper to construct a New Building according to Sanction Plan of the Siliguri Municipal Corporation upon the Schedule premises with object of object of exploiting the same commercially.
12. The First Part/Promoter hereto prepared a Building Plan in the name of the Landowner aforesaid and submitted before the Competent Authority for their sanction and got the same Plan No. 246 dated 15.12.2017, from the Siliguri Municipal Corporation.

### ARTICLE - III

#### ABSOLUTE RIGHT, TITLE OF THE OWNER-VENDOR

The Promoter herein is the owner and seized and possessed of or otherwise well and sufficiently entitled to the subject property more fully particularly mentioned , described,

explained, enumerated, provided at the under the **SCHEDULE A (PART-II)** hereunder written and enjoying the right and interest thereof free from all sorts of encumbrances , charges , liens, lispenses, demands, claims , hindrances, attachments, debts, dues, acquisitions and requisitions whatsoever without any interference, obstruction and disturbance whatever from any person whomsoever and corner manner whatever and exclusive Agent of the Promoter to Execute all the work of Development and Completion thereof in respect of the Promoter's said Land under the Schedule-A (PART-II) hereto.

Belason Construction Pvt. Ltd.  
 Prasanta Saha Das.  
 Director

#### - PART - II

#### DESCRIPTION OF THE LAND

**ALL THAT** piece and parcel of land measuring about 0.38 Acres, forming part of R.S. Plot No. 282, recorded in R.S. Khatian Nos. 429/7 and 429/8, R.S. Plot No. 283, recorded in R.S. Khatian Nos. 429/1 and 429/2 and R.S. Plot No. 283/1197, recorded in R.S. Khatian No. 434, situated within Mouza – Siliguri, J.L. No. 110 (88), Pargana – Baikunthapur, P.O. and P.S. – Pradhan Nagar, Sub-Div and A.D.S.R.O. – Siliguri, Holding No. VL/100/B/3 in Ward No. II of Siliguri Municipal Corporation, in the District of Darjeeling and the same is butted and bounded as follows:

BY NORTH : Private Road and School  
 BY SOUTH : 14 Feet wide Road  
 BY EAST : 33 Feet wide M.N. Saha Sarani  
 BY WEST : Lady Queen Church and School

#### SCHEDULE-B

#### DESCRIPTION OF THE APARTMENT AND COVERED PARKING

#### PART-I

**ALL THAT** the Apartment No. \_\_\_\_\_ with Carpet Area of \_\_\_\_\_ square feet (Super built up area \_\_\_\_\_ Sq. ft) approx constructed in the ratio of the such covered area of the

Apartment on the same proportion out of the total area of the land on the \_\_\_\_ floor, Block No. \_\_\_\_ of "THE ORCHARD".

**PART-II**

**ALL THAT** Parking space purchased with the right to park for ..... sized car(s) and zero (o) two wheeler(s) in the covered parking space in the Building.

Belison Cor.  
 Belison Construction Pvt. Ltd.  
 Prasanla Sabharwal  
 Director

**SCHEDULE 'C'**

**PAYMENT PLAN**

**PART-I**

**"AGREED CONSIDERATION"**

- (a) Consideration for the Undivided Share and for  
 Construction and completion of the said Apartment      Rs...../-  
 No. \_\_\_\_\_ on \_\_\_\_ floor admeasuring \_\_\_\_\_ sq.ft.  
 Approx Carpet Area. (Super Built up area \_\_\_\_\_ Sq. ft.)
- (b) Consideration for the right to park a car  
 in the said parking space      Rs...../-

AGREED CONSIDERATION

Rs...../-

[Rupees .....only]

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

Goods & Service Tax Registration Number \_\_\_\_\_

Any other Rates & Taxes as per W.B Government/ Central Government shall be payable wherever applicable.

## PART – II

### Payment Terms

- ..... at the time of Agreement plus GST.
- ..... at the time of roof casting of proposed flat plus GST.
- ..... at the time of brick work and plastering plus GST.
- ..... at the time of flooring plus GST.
- ..... at the time of finishing work plus GST.
- ..... at the time of Possession or Registration which is early plus GST.

## PART – III

All payments under Installment Payment Plan [IPP] shall be made within a maximum period of 10 [Ten] days of issue of demand letter otherwise interest applicable as per Rules shall be charged. In case payments is not made for two months from the demand date then the booking shall be cancelled at the sole discretion of "Promoter" i.e. "BALASON CONSTRUCTION PRIVATE LIMITED" and the Proprietorship Firm shall deduct .....% as Service Charges plus applicable Goods & Service Tax on the amount so received till such time and refund the balance payment without any interest thereon.

All payments received after due date will be first applied towards applicable interest and other sums, if any due and thereafter towards the installments. No payment will be received after due date without the payment of the applicable interest, if any.

Balason Construction Pvt. Ltd.  
Basanta Saha Karb.  
Director

**PART – IV**

The "Promoter" shall endeavor to construct the said Apartment and make the same ready for delivering the possession thereof not later than 31<sup>st</sup> March, 2021, from the date of booking subject to force majeure as mention in Application of Booking Form and/or reasons beyond the control of the "Promoter" in which circumstances Clause No. 7.6 shall be applicable. Further Clause No. 7.1 to 7.5 shall also be applicable with regards to the possession of the Said Apartment.

**PART – V****Section A: Additional Payments payable wholly by the Allottee**

- (a) All Statutory Rates and Taxes including Goods & Service Tax, betterment and/or development charges and any other tax, duty, levy or charge that may be applicable, imposed or charged etc by the State/Central Government, if any, in connection with construction or transfer of the said Apartment in favour of the Allottee.
- (b) Stamp duty, registration fee and all other taxes, levy, miscellaneous and other allied expenses relating to this Agreement for Sale, the Deed of Conveyance and all other papers and documents that may be executed and/or registered relating to the Said Apartment as also the additional stamp duty, additional registration fee, Lawyer fee, penalty, interest or any other levy, if any, that may be imposed or payable in this regard at any time.
- (c) Charges levied by the "Promoter" for any additional or extra work done or any additional amenity or facility provided or any changes, additions, alterations or variation made in the Said Apartment including the costs,



charges and expenses for revision of the Plans to the extent it relates to such changes, additions, alterations or variation.

- (d) Formation of the Association for the common purposes.
- (e) Betterment and/or development charges or other levies that may be charged regarding the Premises or the Buildings or the construction in terms hereof.
- (f) Making any changes, additions, alterations or variation in the Buildings and/or providing any additional or special provision, facility, fitting or amenity in the Buildings and/or the Premises, including the costs, charges and expenses for revision of the Plans to the extent it relates to such changes, additions, alterations or variation.

**Section B: Additional Payments payable proportionately by the Allottee to the Promoter are all additional/inclusive of the chargeable area**

Proportionate share of costs charges and expenses as detailed as under are all proportionately additional/inclusive of the chargeable area:

- (a) Obtaining and providing electricity supply and including those on account of or relating to transformer and electrical sub-station other equipment and installations, cabling, wiring, are all inclusive of the Chargeable area.
- (b) Installation of generator for the Common Portions and for providing minimum reasonable power to the said Apartment are all inclusive of the chargeable area.
- (c) Installation of security system for the common portions are all inclusive of the chargeable area.

- (d) Legal fee payable to Promoter is all exclusive in the agreed consideration.

#### PART – VI

Additional consideration payable to the “Promoter” in case there be any increase in Carpet Area of the said Apartment upon construction being made and the measurement being certified by the “Promoter”. Such additional consideration shall be calculated at the same rate at which the Agreed Consideration has been computed.

#### PART – VII

#### “DEPOSITS”

- (a) Corpus Maintenance Deposit equivalent to 2 year Maintenance Fund @ Rs. .... = [Rupees .....] per sq. ft for 24 [twenty Four] months.
- (b) Deposit for Corporation/Zila Parishad/Panchayat/Local Authority Taxes.
- (c) Deposit for electric supply including transformer and electrical sub-station and meters.
- (d) Deposit for any other item in respect of which payment is to be made by the Allottee under Part-I of this Schedule.

The amounts of the aforesaid Deposits [b] [c] and [d] shall be quantified by the “Promoter” at the appropriate time. The Allottee agrees and undertakes to pay all the aforesaid Deposits within seven days of demand or before the Date of Possession, whichever is earlier, without raising any objection whatsoever regarding the same.

**SCHEDULE 'D'****SPECIFICATIONS, AMENITIES, FACILITIES  
(WHICH ARE PART OF THE APARTMENT)**

- 1) Lift
- 2) Generator
- 3) Intercom

**THE SCHEDULE "E" ABOVE REFERRED TO****(COMMON PORTIONS)****PART - I****A. COMMON PARTS and PORTIONS in the BUILDING.****PART-II**

**B. COMMON PARTS and PORTIONS in the COMPLEX** are listed as under. These **COMMON PARTS and PORTIONS/FACILITIES** shall be shared by all the purchasers of current phase as well as by all the purchasers of upcoming phases in this said project **"THE ORCHARD"** Present purchasers will have no right to raise any objections on the usage of the under mentioned **COMMON PARTS and PORTIONS/FACILITIES** with the purchasers of future horizontal and /or vertical extension which may add on to the present sanction plan.

Balason Construction Pvt. Ltd.

*Basant Sabharwal*

Director

Developer

Director, Balason Construction Pvt. Ltd.