

ANNEXURE 'A'**SEE RULE 9****AGREEMENT FOR SALE**

THIS AGREEMENT IS MADE ON THIS THE _____ day of _____
TWO THOUSAND _____(20__).

BY AND BETWEEN

GANAPATI CONSTRUCTION, (PAN:- AAZFG2176UJ) a Partnership Firm, having its office at HOLDING NO- 7/5/2713/2/1, 2ND MILE SEVOKE ROAD, UPPER BHANU NAGAR, Siliguri, Darjeeling, West Bengal, 734001, represented by its partners, **SRI SANTOSH KHARGA** Son of Sri Bhim Bahadur Khar and **SRI NITESH KHARGA**, Son of Sri Santosh Kharga, both Hindu by faith, Business by occupation, Indian by Nationality and residing at 2nd Mile, Upper Bhanu Nagar, Sevoke Road, Siliguri (M. Corp), Dist: Darjeeling, West Bengal- 734001 -- Hereinafter referred to as the "**PROMOTER**" (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

MR. _____, PAN _____, son of Sri/Late _____, by occupation - _____, & MRS. _____, PAN _____, wife of Mr. _____, by occupation - _____, both by Nationality - Indian, both by faith _____, both residing at _____, P.S. _____, P.O. _____, Siliguri - _____, Hereinafter referred to as the '**ALLOTEE**' (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assignees)

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WHEREAS:

A.

- i. One Sri Santosh Kharga, Smt. Kabita Kharga and Sri Prakash Kharga are The Owners of the land and are seized and possessed of and/or sufficiently entitled to All that piece or parcel of land measuring 4 katha being R.S Plot No 256 R.S Khatian No. 455/1, 7 Katha being R.S. Plot No. 256/257 R.S Khatian No. 455/1, 7 katha 4 chatak being R.S. Plot No. 256/257 R.S Khatian No. 455/2, 1 katha 5 chatak being R.S. Plot No 256, R.S khatian no. 455/1, 5 katha 5 chatak being R.S. Plot No 256 R.S Khatian No.455/1, 5 katha being R.S Plot No. 256, R.S Khatian No. 455/1, 1 katha 5 chatak being R.S Plot No 413, R.S Khatian No. 455/1, 1 katha 8 chatak being R.S Plot No. 390/913, R.S Khatian No.453 - all of Mouza DABGRAM, J.L.No.2. R.S. Sheet No.7 and 8, L.R. Sheet No.14, Ward No.43 of S.M.C., Police Station: Bhaktinagar, District: Jalpaiguri, in the state of West Bengal more fully described in Schedule A.
- ii. The land of the Owners are more fully described in by virtue of eight separate Sale Deeds,
 - i) Dated 02-08-2010, being Document No.3097 for the year 2010,
 - ii) Dated 12-02-1996, being Document No. 3557 for the year 1999,
 - iii) Dated 12-02-1996, being Document No. 3560 for the year 1999,
 - iv) Dated 12-02-1996, being Document No. 3559 for the year 1999,
 - v) Dated 02-08-2010, being Document No. 3098 for the year 2010,
 - vi) Dated 18-10-2004, being Document No. 5353 for the year 2006,
 - vii) Dated 03-05-1990, being Document No. 3384 for the year 1990 &
 - viii) Dated 12-02-1996, being Document No. 3558 for the year 1996,

- All that piece or parcel of land measuring 4 katha being R.S Plot No 256 R.S Khatian No. 455/1, 7 Katha being R.S. Plot No. 256/257 R.S Khatian No. 455/1, 7 katha 4 chatak being R.S. Plot No. 256/257 R.S Khatian No. 455/2, 1 katha 5 chatak being R.S. Plot No 256, R.S khatian no. 455/1, 5 katha 5 chatak being R.S. Plot No 256 R.S Khatian No.455/1, 5 katha being R.S Plot No. 256, R.S Khatian No. 455/1, 1 katha 5 chatak being R.S Plot No 413, R.S Khatian No. 455/1, 1 katha 8 chatak being R.S Plot No. 390/913, R.S Khatian No.453 - all of Mouza DABGRAM, J.L.No.2. R.S. Sheet No.7 and 8, L.R. Sheet No.14, Ward No.43 of S.M.C., Police Station: Bhaktinagar, District: Jalpaiguri, in the state of West Bengal, **and** in the manner aforesaid the above

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named owners, became the owner of land as mentioned in the **Schedule A** are altogether having permanent, heritable and transferable, right, title and interest therein, free from all encumbrances and charges whatsoever.

- B. **WHEREAS** the Owner, having no prior experience or expertise in the development or construction of apartments, flats, or shops, has appointed and entered into a Development Agreement with the Developer, **GANAPATI CONSTRUCTION**, for the purpose of constructing and developing the said project.
- C. The Owner has obtained the necessary commercial plan sanction for the Said Project as mentioned in “**Schedule A**” as per approved Plan for the Construction of Basement+ Ground + 10 storied Residential/Commercial Building on the aforesaid plot of land Vide an approved Building Plan being **No: SWS-OBPAS/0104/2024/1557 dated 30th October, 2024** duly sanctioned on 30.10.2024 by the Siliguri Municipal Corporation and named the said residential/commercial complex as “**COSMIC ORB**”.
- D. **AND WHEREAS**, the above named land owners have entered into a Development agreement with the Developer/Promoter vide **Deed No: 7608 of 2024 of 13/11/2024** for development/constructions of flats and/or shops/apartments over the aforesaid plot of land and have executed and Development Power of Attorney vide, **Deed Sl. No. AU 733481 dated 17TH DAY of DECEMBER, 2024** in favour of the Builder/Promoters **GANAPATI CONSTRUCTION**.
- E. **AND WHEREAS**, by virtue of the aforesaid' Deed of Agreement and Power of Attorney, the aforesaid Builders/Promoters namely **GANAPATI CONSTRUCTION** is entitled to construct a multistoried building over the aforesaid plot of land and entitled to sell the individual residential/commercial flats and/or shops to the intending purchaser(s).
- F. The said Premises and is earmarked for the purpose of building a residential/Commercial Project comprising Basement + Ground + 10 storied Residential/Commercial Building and the said project shall be known as “**COSMIC ORB**” with the object of using for any residential/commercial purpose and/or service apartments.
- G. 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.
- H. The Siliguri Municipal Corporation has granted the Commencement certificate to develop the project vide approval dated 30.10.2024.

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- I. The Owners has obtained the final layout plan, sanctioned plan, specifications and approvals for the Project and also for the apartment, plot or building plan vide **Sanction Building Plan No. SWS-OBPAS/0104/2024/1557 dated 30th October, 2024.**
- J. The Promoter and Owners agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with **Section 14 of THE REAL ESTATE (Regulation and Development) Act, 2016** and other laws as applicable.
- K. The Promoter has registered the Project under the provision of the Act with the Real Estate Regulatory Authority at.....no.onunder registrartion.
- L. The Allottee(s) had applied for an Apartment and a Car Parking Space in the Project and has been allotted the **Apartment no: _____** having Carpet Area of _____ **Square Feet** on _____ **floor and Parking No. _____** ad measuring _____ square feet in the _____ of the building named **"COSMIC ORB"** 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)
- M. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;
- N.
1. The Allottee(s) have independently examined and verified or caused to be examined and verified, inter alia, the following and have fully satisfied themselves about the same:
 - 1.1 The Sanctioned Plans of the Buildings.
 - 1.2 The Carpet Area of the Said Apartment;
 - 1.3 The Specifications and common Portions of the Project; and
 - 1.4 The respective rights interest and entitlements of the Promoter and the Purchaser(s) /Allottee(s) under this Agreement for Sale
- O. 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.

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P. 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.

Q. 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 Purchaser(s) /Allottee(s) hereby agree to purchase the Flat & Parking space as specified in paragraph G .

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

1. TERMS:

Subject to the terms and conditions as detailed in the Agreement, the Promoter agrees to sell to the Purchaser(s) /Allottee(s) and the Purchaser(s) /Allottee(s) hereby agree to purchase the residential/commercial **Apartment** as specified IN PARAGRAPH H.

The Total Price for the [Apartment] based on the carpet area is **Rs. _____/- (Rupees _____) only ("Total Price")**

APARTMENT NO: _____	Total Cost of Apartment
FLOOR: _____	Rs. _____
Apartment Price (in rupees)	Rupees _____

That all the Registration expenses, or any other taxes by the authority shall be paid by the Purchaser(s) /Allottee(s) separately.

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Explanation:

(i) The Total Price above includes the booking amount paid by the Purchaser(s) /Allottee(s) 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 Value Added Tax, Service Tax, GST, CGST, if any as per law, and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter) up to the date of handing over the possession of the [Apartment/Plot]

Provided that in case there is any change / modification in the taxes, the subsequent amount payable by the Purchaser(s) /Allottee(s) 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 Purchaser(s) /Allottee(s).

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

(iv) The Total Price of the Apartment includes pro rata share in the Common Areas.

The Total Price is escalation-free, save and except increases which the Purchaser(s) / Allottee(s) hereby agree 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(s) /Allottee(s) for increase in development charges, cost / charges imposed by the competent authorities, the Promoter shall enclose the said notification/order/rule/regulation to the effect along with the demand letter being issued to the Purchaser(s) / Allottee(s), which shall only be applicable on subsequent payments.

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

The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Purchaser(s) / Allottee(s) by discounting such early payments for the period by which the respective installment has been proponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to any Purchaser(s) / Allottee(s) by the Promoter.

It is agreed that the Promoter Shall not make any additions and alteration in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described therein in respect of the apartment, plot or building, as the case may be, without the previous written consent of the Purchaser(s) / Allottee(s). Provided that the Promoter may make such minor additions or alterations as may be required by the Purchaser(s) / Allottee(s), or such minor changes or alterations as per the provisions of the Act.

The Promoter shall confirm the final carpet area that has been allotted to the Purchaser(s) / Allottee(s) 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 any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Purchaser(s) / Allottee(s) within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Purchaser(s) / Allottee(s). If there is any increase in the carpet area allotted to Purchaser(s) / Allottee(s), the Promoter shall demand from the Purchaser(s) / Allottee(s) as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square feet as agreed in clause 1.2 of this Agreement.

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

- (i) The Allottee shall have exclusive ownership of the [Apartment/Plot];
- (ii) The Purchaser(s) / Allottee(s) shall also have undivided proportionate share in the Common Areas. Since the share/interest of Purchaser(s) / Allottee(s) in the Common Areas is undivided and cannot be divided or separated, the Purchaser(s) / Allottee(s) shall use the

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Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. Further, the right of the Purchaser(s) / Allottee(s) to use the Common Areas shall always be subject to the timely payment of maintenance charges and other charges as applicable. It is clarified that the Promoter shall convey undivided proportionate title in the common areas to the association of Purchaser(s) / Allottee(s) 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, 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(s) / Allottee(s) agree that the Apartment shall be treated as a single individual unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the said Premises and is not a part of any other project or zone and shall not from 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 all Purchaser(s) / Allottee(s). It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Purchaser(s) / Allottee(s) of the Project.

It is understood by the Purchaser(s) / Allottee(s) that all other areas and i.e. areas and facilities falling outside the Project, namely **"COSMIC ORB"** shall not form a part of the declaration to be filed with the Competent Authority in accordance with the West Bengal Apartment Ownership Act, 1972. The Promoter agrees to pay all outgoings before transferring the physical possession of the apartment to the Purchaser(s) / Allottee(s), which it has collected from the Purchaser(s) / Allottee(s), for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the project). If the Promoter fails to pay all or any of the outgoings collected by it from the Purchaser(s) / Allottee(s) or any liability, mortgage loan and interest thereon before transferring the apartment to the Purchaser(s) / Allottee(s), the Promoter agrees to be liable,

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even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefore by such authority or person.

The Purchaser(s) / Allottee(s) 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 Purchaser(s) / Allottee(s) hereby agree 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(s) / Allottee(s) delay in payment towards any amount for which is payable, he shall be liable to pay interest at the rate specified in the Rules.

2. MODE OF PAYMENT

Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Purchaser(s) / Allottee(s) shall make all payments, on demand by the 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 '_____', **Current A/C no. _____ payable at _____, _____ Branch, IFSC CODE: _____, _____.**

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES

The Purchaser(s) / Allottee(s), if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules and Regulations made there under or any statutory amendment(s) modification(s) made hereof 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 the Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Purchaser(s) / Allottee(s) understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve bank of India, he/she shall be liable for

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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(s) / Allottee(s) shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential/commercial status of the Purchaser(s) / Allottee(s) subsequent to the signing of this Agreement, it shall be the sole responsibility of the Purchaser(s) / Allottee(s) 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 Purchaser(s) / Allottee(s) and such third party shall not have any right in the application/allotment of the said apartment applied for herein in way and the Promoter shall be issuing the payment receipts in favour of the Purchaser(s) / Allottee(s) only.

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS

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

5. TIME IS ESSENCE

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

6. CONSTRUCTION OF THE PROJECT/APARTMENT

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The Purchaser(s) / Allottee(s) has seen the specifications of the Apartment and accepted the Payment Plan, floor plans, layout plans 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 the 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 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 is the essence of the Agreement. The Promoter, based on the approved plans and specifications, assures to hand over possession of the Apartment not later than **31.12.2030** 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(s) / Allottee(s) agrees that the Promoter shall be entitled to the extension of time of delivery of possession of the Apartment, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Purchaser(s) / Allottee(s) agrees and confirm 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(s) / Allottee(s) 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(s) / Allottee(s), Purchaser(s) / Allottee(s) agree that he/she/they 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 Purchaser(s) / Allottee(s) 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

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to the Purchaser(s) / Allottee(s). The Promoter agrees and undertakes to indemnify the Purchaser(s) / Allottee(s) in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Purchaser(s) / Allottee(s) agree(s) to pay the maintenance charges as determined by the Promoter / association of Allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Purchaser(s) / Allottee(s) in writing within 2 (two) months of receiving the occupancy certificate of the Project.

7.3 Failure of Allottee(s) to take Possession of Apartment: Upon receiving a written intimation from the Promoter as per Clause 7.2 the Allottee(s) 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(s). In case the Allottee(s) fails to take possession within the time provided in Clause 7.2, such Allottee(s) shall continue to be liable to pay maintenance charges as applicable.

7.4 Possession by the Allottees -After obtaining the occupancy certificate and handing over physical possession of the Apartment to the Purchaser(s) / Allottee(s), 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(s) / Allottee(s) or the competent authority, as the case may be, as per the local laws.

7.5 Cancellation by Allottees - The Purchaser(s) / Allottee(s) will have the right to cancel / withdraw his allotment in the Project as provided in the Act. Provided that where the Purchaser(s) / Allottee(s) 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(s) / Allottee(s) will be returned by the Promoter to the Purchaser(s) / Allottee(s) within 45 days of such cancellation.

7.6 Compensation – The Promoter shall compensate the Purchaser(s) / Allottee(s) in case of any loss caused to him due to defective title of the land, on which the project is being developed or has been developed, in the manner as provided under the Act and the claim for compensation under this section shall not be barred by limitation provided under any law for the time being in force.

Except for occurrence of a Force Majeure event, if the 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 his business as a Promoter 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(s) / Allottee(s), in case the Purchaser(s) / Allottee(s) wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Apartment, with interest at the rate specified in the rules within 45 days including compensation in the manner as provided under the Act. Provided that where if the Purchaser(s) / Allottee(s) do not intend to withdraw from the Project, the Promoter shall pay the Purchaser(s) / Allottee(s) interest at the rate specified in the Rules for every month of delay, till the handing over of the possession of the Apartment.

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

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

- (i) The Promoter has absolute, clear and marketable title with respect to the said Premises; the requisite rights to carry out development upon the said Premises and absolute, actual, physical and legal possession of the said Premises 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 Premises or the Project; [in case there are any encumbrances on the land provided details of such encumbrances including any rights, title, interest and name of party in or over such land];
- (iv) There are no litigations pending before any Court of law with respect to the said Premises, Project or the Apartment;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Premises 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

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be in compliance with all applicable laws in relation to the Project, said Premises, 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(s) / Allottee(s) 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 Premises, including the Project and the Apartment which will, in any manner, affect the rights of Purchaser(s) / Allottee(s) under this Agreement;

(viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the Apartment to the Purchaser(s) / Allottee(s) and the common areas to the Association of the Purchaser(s) / Allottee(s);

(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(s) / Allottee(s) and the common areas to the Association of the Purchaser(s) / Allottee(s);

(x) The said Premises 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 said Premises;

(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 Premises) has been received by or served upon the Promoter in respect of the said Premises and / or the Project;

(xiii) That the property is not Waqf property.

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

(ii) Discontinuance of the Promoter's business as a Promoter 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(s) / Allottee(s) is entitled to the following;

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

Or

(ii) The Purchaser(s) / Allottee(s) shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Purchaser(s) / Allottee(s) under any head whatsoever towards the purchase of the apartment, along with interest at the rate specified in the Rules within forty-five days of receiving the termination notice.

Provided that where an Purchaser(s) / Allottee(s) does not intend to withdraw from the project or terminate the Agreement, he 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(s) / Allottee(s) shall be considered under a condition of Default, on the occurrence of the following events:

(i) In case the Purchaser(s) / Allottee(s) fail to make payments for 3 (three) consecutive demands made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in the regard the Purchaser(s) / Allottee(s). Will 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(s) / Allottee(s) under the condition listed above continues for a period beyond consecutive month after notice from the Promoter in this regard, the Promoter shall cancel the allotment of the Apartment in favour of the Purchaser(s) / Allottee(s) and refund the amount money paid to him by the Purchaser(s) / Allottee(s) by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated.

10. CONVEYANCE OF THE SAID APARTMENT

The Promoter, on receipt of complete amount of the Price of the Apartment under the Agreement from the Purchaser(s) / Allottee(s), 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. However, in case the Purchaser(s) / Allottee(s) fails to deposit the Stamp duty, registration charges and all other incidental and legal expenses etc. so demanded within the period mentioned in the demand letter, the Purchaser(s) / Allottee(s) authorizes the Promoter to withhold registration of the conveyance deed in their favour till full and final settlement of all dues and stamp duty and registration charges to the Promoter is made by the Purchaser(s) / Allottee(s). The Purchaser(s) / Allottee(s) will be solely responsible and liable for compliance of the provisions of the Indian Stamp Act, 1899 including any actions taken or deficiencies/penalties imposed by the competent authority (ies).

11. MAINTENANCE OF THE SAID BUILDING / APARTMENT / PROJECT

The Promoter shall be responsible to provided and maintain essential services in the Project till the taking over of the maintenance of the project by the association of the Purchaser(s) / Allottee(s).

The Purchaser(s) / Allottee(s) shall be liable to pay proportionate cost of Electric transformer to the Promoter. That the Promoter shall provide Electric Transformer in the Complex and the

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Purchaser(s) / Allottee(s) shall obtain his/her individual Electric connection by depositing the required Security Deposit.

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 Purchaser(s) / Allottee(s) 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(s) / Allottee(s) will be entitled to receive appropriate compensation in the manner as provided under the Act.

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

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

14. RIGHT TO ENTER THE APARTMENT FOR REPAIRS

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

15. USAGE

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Use of Service Areas: The service areas, if any, as located within the “**COSMIC ORB**” (project name), 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 Purchaser(s) / Allottee(s) will not be permitted to use the services areas whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the association of Purchaser(s) / Allottee(s) formed by the Purchaser(s) / Allottee(s) for rendering maintenance services.

16. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT:

Subject to Clause 12 above, the Purchaser(s) / Allottee(s) shall, after taking possession, be solely responsible to maintain the Apartment at their own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Apartment, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or changes or alter or make additions to the Apartment and keep the Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized. The Purchaser(s) / Allottee(s) further undertake, assure and guarantee that they would not put any sig-board / name-plate, neon light, publicity material or advertisement material etc. on the face / faced of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Purchaser(s) / Allottee(s) will also not change the colour scheme of the outer walls or painting of the exterior side or the windows or carry out any change in the exterior elevation or design. Further the Purchaser(s) / Allottee(s) shall not store and hazardous or combustible goods in the Apartment or place any heavy material in the common passages or staircase of the Building. The Purchaser(s) / Allottee(s) will plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the association of Purchaser(s) / Allottee(s) and / or maintenance agency appointed by association of Purchaser(s) / Allottee(s). The Purchaser(s) / Allottee(s) shall be responsible for any loss or damages arising out of breach of any or the aforesaid conditions.

17. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY ALLOTTEE

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The Purchaser(s) / Allottee(s) 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 in general and this project in particular. That the Purchaser(s) / Allottee(s) hereby undertake that they shall comply with and carry out, from time to time after they have 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 their 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 he shall not mortgage or create a charge on the Apartment/Building and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Purchaser(s) / Allottee(s) who have taken or agreed to take such Apartment/Building.

20. APARTMENT OWNERSHIP ACT

The Promoter has assured the Purchaser(s) / Allottee(s) 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(s) / Allottee(s) by the Promoter does not create a binding obligation on the part of the Promoter or the Purchaser(s) / Allottee(s) until, firstly, the Purchaser(s) / Allottee(s) sign and deliver 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

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by the Purchaser(s) / Allottee(s) and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter. If the Purchaser(s) / Allottee(s) fail to execute and deliver to the Promoter this Agreement within 30 (thirty) days for the date of its receipt by the Purchaser(s) / Allottee(s) 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 Purchaser(s) / Allottee(s) for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottees, application of the Allottees shall be treated as cancelled and all sums deposited by the Allottees in connection therewith including the booking amount shall be returned to the Allottees without any interest or compensation whatsoever.

22. ENTIRE AGREEMENT

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

23. RIGHT TO AMEND

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

24. PROVISIONS OF THIS AGREEMENT APPLICABLE ON SUBSEQUENT ALLOTTEE

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(s) / Allottee(s) of the Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purpose.

25. WAIVER NOT A LIMITATION TO ENFORCE

The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in the Agreement, waive the breach by the Purchaser(s) / Allottee(s) in not making payments as per the Payment Plan including waiving the payment of interest for delayed payment. It is

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made clear and so agreed by the Purchaser(s) / Allottee(s) that exercise of discretion by the Promoter in the case of one Purchaser(s) / Allottee(s) shall not be construed to be a precedent and / or binding on the Promoter to exercise such discretion in the case of other Purchaser(s) / Allottee(s). Failure on the part of the Promoter to reinforce 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 reasonable 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.

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

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

28. FURTHER ASSURANCES

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

29. PLACE OF EXECUTION

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The execution of this Agreement shall be completed only upon its execution by the Promoter through its authorized signatory at the places which may be mutually agreed between the Promoter and the Purchaser(s) / Allottee(s), at Siliguri after the Agreement is duly executed by the Purchaser(s) / Allottee(s) and the Promoter or simultaneously with the execution the said Agreement shall be registered at any of the jurisdiction of the Sub-Registrar/Registrar of the Concerned Registering Authority this Agreement shall be deemed to have been executed.

30. NOTICES

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

ALLOTTEES'S NAME:

PROMOTERS NAME:

It shall be the duty of the Purchaser(s) / Allottee(s) 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 Purchaser(s) / Allottee(s), as the case may be.

31. JOINT ALLOTTEES

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

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32. GOVERNING LAW

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

33. DISPUTE RESOLUTION

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

SCHEDULE- A

(Description of the Land on which the Building Stands)

All that piece or parcel of land measuring 4 katha being R.S Plot No 256 R.S Khatian No. 455/1, 7 Katha being R.S. Plot No. 256/257 R.S Khatian No. 455/1, 7 katha 4 chatak being R.S. Plot No. 256/257 R.S Khatian No. 455/2, 1 katha 5 chatak being R.S. Plot No 256, R.S khatian no. 455/1, 5 katha 5 chatak being R.S. Plot No 256 R.S Khatian No.455/1, 5 katha being R.S Plot No. 256, R.S Khatian No. 455/1, 1 katha 5 chatak being R.S Plot No 413, R.S Khatian No. 455/1, 1 katha 8 chatak being R.S Plot No. 390/913, R.S Khatian No.453 (Total 32 Katha 11 Chattak) – all of Mouza DABGRAM, J.L.No.2. R.S. Sheet No.7 and 8, L.R. Sheet No.14, Ward No.43 of S.M.C., Police Station: Bhaktinagar, District: Jalpaiguri, in the state of West Bengal.

The said land is bound and butted as follows:-

By the North : 32 ft wide pucca Road

By the South : Land of Murli Dhar

By the East : 17 ft Wide Pukka Road (Avenue Road)

By the West : Land of Bajla

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SCHEDULE-B

(Residential/commercial Flat/Shop with or without Parking hereby sold)

One Residential/commercial Flat/shop, being **Flat No.** _____, having Carpet Area _____ **Square Feet**, on _____ **floor** and a Car Parking Space on _____ floor admeasuring _____square feet of the B+G+10 storied building named “**COSMIC ORB**” including the common proportionate area and together with proportionate undivided share in the Schedule-“A” land including the right of common usage with the Promoter and/or other similar Purchaser of corridor, staircase, passage, ways, shafts, and other facilities for common use with other concerned.

SCHEDULE-C

PAYMENT PLAN

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

SL. No.	Particulars	Amount
i.	Booking Amount	: 10% (less already paid)
ii.	On completion of Plinth/Foundation	: 10%
iii.	On completion of floor slab (per assigned floor as in the agreement)	: 20%
iv.	On completion of Brickwork (per assigned floor as in the agreement)	: 25%
v.	On completion of Plaster (per assigned floor as in the agreement)	: 10%
vi.	On possession/registry of the Schedule-B property (whichever is earlier)	: 05% or the rest of the consideration whichever is higher

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.

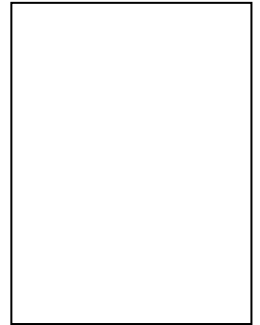
SIGNED AND DELIVERED BY THE WITHIN NAMED

Allottees:

Signature _____

Name –

Address: _____



SIGNED AND DELIVERED BY THE WITHIN NAMED

Promoter:

(1) Signature _____

Name - _____

Address ; _____

On _____ DAY OF _____ '2024, in the presence of:

WITNESSES:

(1) Signature _____

Name _____

Address: _____

(2) Signature _____

Name _____

Address _____,

