

**THIS AGREEMENT FOR SALE (AGREEMENT)
IS EXECUTED ON THIS DAY OF
TWO THOUSAND _____, (202___).**

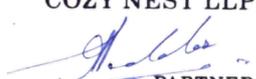
BY AND BETWEEN

_____, W/O _____,
INCOME TAX PAN: _____, Hindu by Religion, Indian by
Nationality, Business by Occupation, Residing at _____ -
Hereinafter called the "**ALLOTTEE/S / PURCHASER/S**" (which expression
shall unless repugnant to the context or meaning thereof be deemed to mean and
include his/her/their heirs, executors, administrators, legal representatives,
successors-in-interest and assigns) of the **FIRST PART**.

AND

1. **SRI GANESH ROY SON OF SRI KALIDAS SINGHA, (AADHAR:
357135642671, PAN: BJWPR6018R);**
2. **SRI HITESH ROY SON OF SRI KALIDAS SINGHA, (AADHAR:
748384892850, PAN: AGLPR2187G);**
3. **SRI DIPAK SINGHA SON OF SRI KALIDAS SINGHA, AADHAR:
447870724509, PAN: IZJPS8089H);**
4. **SRI SAMIR SINGHA SON OF SRI KALIDAS SINGHA, (AADHAR:
235996094124, PAN: NCKPS6352E);**
5. **SRI AMIT SINGHA SON OF SRI KALIDAS SINGHA, AADHAR:
436943510773, PAN: GBAPS6608R);**

All Hindu by Religion, Indian by Nationality, No. 1, 3-5 Business and No.2
Service by Occupation, all residing at Helapakuri Jote, P.O. New Rangia-
734013, P.S. Matigara, District – Darjeeling, West Bengal., Hereinafter **ALL
JOINTLY** called to as the "**LAND OWNERS / VENDORS**" (which expression
shall mean and include unless excluded by or repugnant to the context their
successors, executors, administrators, legal representatives and/or assigns) of the
SECOND PART;

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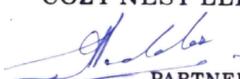
AND

M/S. COZY NEST LLP (PAN: AAPFC6736L), a Partnership Firm having its office at Nirvana Homes, Opp. Nirmala Convent School, 2nd Mile, Sevoke Road, P.O. Siliguri - 734001, PS: Bhaktinagar, District Jalpaiguri in the State of West Bengal, represented by one of its Partners - **SRI AJAY KUMAR AGARWAL (PAN : ACWPA6352P, AADHAR : 594365412224)** Son of Sri Pawan Kumar Agarwal, Indian by Nationality, Hindu by religion, Business by Occupation, resident of Nirvana Homes, Opp. Nirmala Convent School, 2nd Mile, Sevoke Road, P.O. Siliguri - 734001, PS: Bhaktinagar, District Jalpaiguri, West Bengal., hereinafter will be called the **“DEVELOPER/PROMOTER”** (which expression shall unless excluded by or repugnant to the context be deemed to include its partner/s, successors-in-office, executors, administrators and/or assigns) of the **“THIRD PART”**.

TITLE DEVOLUTION**WHEREAS:-**

1. One **NANDALAL SINGHA** was the recorded owner of the R.S. Plot No.219, recorded in the R.S. Khatian No.2/1 situated within the Mouza - Jitu in the District of Darjeeling.
2. Possessing the aforesaid land the above named **NANDALAL SINGHA** died intestate leaving behind his following legal heirs to inherit all his movable and immovable properties:-

a.	SURENDRA NATH ROY	(SON)
b.	KALIDAS ROY	(SON)
c.	MAHENDRA SINGH ROY	(SON)
d.	KHANEK SWARI SINGHA	(DAUGHTER)
e.	BALANESHWARI SINGHA	(DAUGHTER)
f.	KAMALA ROY alias KAMALA RANI SINGH ROY	(DAUGHTER)
3. The above named **SURENDRA NATH ROY, KALIDAS ROY** and **MAHENDRA SINGH ROY** acquired land measuring 110 Decimal out of which land measuring 40 decimal appertaining to R.S. Plot No.219 of Mouza - Jitu recorded in the R.S. Khatian No. 148/5 in the District of Darjeeling by virtue of a Deed of Sale duly executed by their two sisters **KHANEK SWARI SINGHA** and **BALANESHWARI SINGHA** registered in the office of the Sub Registrar, Siliguri recorded in the Book No. I, Document No. 4724 for the year

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4. The above named **SURENDRA NATH ROY, KALIDAS ROY** and **MAHENDRA SINGH ROY** acquired land measuring 139 Decimal out of which land measuring 20 decimal appertaining to R.S. Plot No.219 of Mouza Jitu recorded in the R.S. Khatian No. 148/5 in the District of Darjeeling by virtue of a Deed of Sale duly executed by their sister **KAMALA RANI SINGHA ROY** registered in the office of the Sub Registrar, Siliguri recorded in the Book No. I, Document No. 5576 for the year 1976.
5. The above named **SURENDRA NATH ROY** and **KALIDAS ROY** acquired land measuring 41 Decimal appertaining to R.S. Plot No.219 corresponding to L.R. Plot No. 708 of Mouza - Jitu recorded in the R.S. Khatian No. 148/5, in the District of Darjeeling by virtue of a Deed of Gift duly executed by his brother **MAHENDRA SINGHA alias MAHENDRA NATH SINGHA** registered in the office of the Additional District Sub Registrar, Bagdogra recorded in the Book No. I, Document No. 5266 for the year 2014.
6. As such the above named **SURENDRA NATH ROY** and **KALIDAS ROY** became the absolute owner of land measuring 120 decimal appertaining to R.S. Plot No. 219 and possessing the aforesaid land during the settlement survey (L.R) prayed before the office of the B.L.&.L.R.O, Matigara to mutate the land in their names and the said office after proper verification of all the records duly mutated the land in their respective names and opened up the L.R. Khatians No.44/1, 200/4, 2018, 2019 in their respective names.
7. The above named **SURENDRA NATH ROY** gifted his aforesaid land measuring 60 decimal appertaining to R.S. Plot No.219 corresponding L.R. Plot No.708 of Mouza - Jitu recorded in the L.R. Khatian No. 200/4 and 2019, P.S. Matigara, District-Darjeeling to his two sons namely **SRI GANESH ROY** and **SRI HITESH ROY** by virtue of a Deed of Gift duly registered in the Office of the Additional District Sub Registrar, Siliguri-II at Bagdogra recorded in the Book No. I, Document No. 4642 for the year 2020.
8. The above named **KALIDAS ROY** gifted his aforesaid land measuring 62 decimal appertaining to R.S. Plot No.219 corresponding L.R. Plot No. 708 of Mouza - Jitu recorded in the L.R. Khatian No. 44/1 and 2018, P.S. Matigara,

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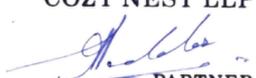

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District-Darjeeling to his two sons namely **SRI DIPAK SINGHA, SRI SAMIR SINGHA** and **SRI AMIT SINGHA** by virtue of a Deed of Gift duly registered in the Office of the Additional District Sub Registrar, Siliguri - II at Bagdogra recorded in the Book No. I, Document No.3844 for the year 2020.

9. The above named **SRI GANESH ROY, SRI HITESH ROY, SRI DIPAK SINGHA, SRI SAMIR SINGHA** and **SRI AMIT SINGHA** also purchased land measuring 1.6271 decimal or 710 Square Feet appertaining to R.S.Plot No.261, 217 corresponding L.R. Plot No.706/784, 707 of Mouza - Jitu recorded in the L.R. Khatian No. 1842, P.S. Matigara, District-Darjeeling by virtue of a Deed of Conveyance duly executed by **SHASHI KANTA SINGHA** duly registered in the Office of the Additional District Sub Registrar, Siliguri- II at Bagdogra recorded in the Book No. I, Document No. 3702 for the year 2021.
10. The aforesaid total land of **SRI GANESH ROY, SRI HITESH ROY, SRI DIPAK SINGHA, SRI SAMIR SINGHA** and **SRI AMIT SINGHA** situated with the Mouza - Jitu, recorded in following L.R. Khatian Nos. in the District of Darjeeling more particularly described in the Schedule - A herein under having permanent, heritable and transferable right, title and interest therein.

<u>NAME</u>	<u>L.R.KHATIAN NO.</u>	<u>AREA IN DECIMAL</u>
GANESH ROY	2681	30.00
HITESH ROY	2680	30.00
DIPAK SINGHA	2676	20.67
SAMIR SINGHA	2679	20.67
AMIT SINGHA	2682	20.66
GANESH ROY, HITESH ROY, DIPAK SINGHA, SAMIR SINGHA & AMIT SINGHA	1842	01.6270
	TOTAL	123.6271

AND WHEREAS the Land Owners/Vendors is/are the owners of all that piece and parcel of land measurement containing an area of **123.6271 Decimals.**, a little more or less and being desirous of commercially exploiting their said land, being **Land**

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Measuring 123.6271 Decimals, morefully and particularly described in **SCHEDULE below** and has agreed that for the mutual benefit and advantage, the property/land described in the **Schedule-A** hereunder written, be developed by an experienced developer.

AND WHEREAS THE Land Owners/Vendors, JOINTLY desirous of commercially exploiting their said Schdule-A land and being desirous of and to construct Multi-Storied Building/s on the said Scheduled Land, consisting of as many residential units etc., according to the drawings plans and specifications to be sanctioned by the Gram Panchayat Office, Siliguri Municipal Corporation and/or appropriate authorities according to law, has/have irrevocably jointly put their said amalgamated Scheduled Land at the disposal of the Developer - **M/S. COZY NEST LLP (PAN: AAPFC6736L)**, a Partnership Firm having its office at Nirvana Homes, Opp. Nirmala Convent School, 2nd Mile, Sevoke Road, P.O. Siliguri - 734001, PS: Bhaktinagar, District Jalpaiguri in the State of West Bengal, represented by one of its Partners - **SRI AJAY KUMAR AGARWAL (PAN : ACWPA6352P, AADHAR : 594365412224)** Son of Sri Pawan Kumar Agarwal, Indian by Nationality, Hindu by religion, Business by Occupation, resident of Nirvana Homes, Opp. Nirmala Convent School, 2nd Mile, Sevoke Road, P.O. Siliguri - 734001, PS: Bhaktinagar, District Jalpaiguri., **TO PROMOTE/DEVELOP** the said Schedule-A Land by construction of the Project/Multi-Storied Building/s on their aforesaid land and so have jointly entered into a **DEVELOPMENT AGREEMENT**, Vide Deed/Document No.6479 For the Year 2021, recorded in Book No. I and Registered at the Office of the Additional District Sub-Registrar, Siliguri –II at Bagdogra, Dist-Darjeeling, West Bengal., for construction of the Project, comprising of as many residential Unit etc., along with common facilities, common spaces & passages etc., on the below **“Schedule-A Land”**.

The Land Owners/Vendors has have also exectueted a General Power of Attorney in favour of the Developer , authorizing it to carry all such works and activities in respect of Development of the Schedule-A Land and aalso authorizing it for sale oits own allocations, Vide Deed/Document No.8816 For the Year 2021, recorded in Book No. I and Registered at the Office of the Additional District Sub-Registrar, Siliguri –II at Bagdogra, Dist-Darjeeling, West Bengal.,

The Land Owners& Developer has/have also entered into a Supplementary Deed of Allocation dated._-----, thereby specifying/identifying their shares., as per allocations of Development Agreement.

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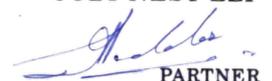
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DEFINITIONS: For the purpose of this Agreement for Sale, unless the context otherwise requires: a) “Act” means the Real Estate (Regulation and Development) Act, 2016;
 b) “Rules” means the West Bengal Real Estate (Regulation and Development) Rules, 2021;
 c) “Section” means a section of the Act.

WHEREAS:-

- A. The **Land Owners/Vendors** is/are the absolute and lawful owners of all that piece and parcel of total land measurement containing an area of **Land Measuring 123.6271 Decimals**, a little more or less and being desirous of commercially exploiting their said land, being **Land Measuring 123.6271 Decimals**, morefully and particularly described in **SCHEDULE below** and has agreed that for the mutual benefit and advantage, the property/land described in the **Schedule-A** hereunder written, be developed by an experienced Promoter/Vendor.
- B. An area of **Land Measuring 123.6271 Decimals**, Situated at _____, being the **Land Owners/Vendors**, desirous of commercially exploiting their said Schedule-A land and being desirous of and to construct Multi-Storied Building/s on the said Scheduled Land, consisting of as many residential units etc., according to the drawings plans and specifications to be sanctioned by the Siliguri Municipal Corporation and/or appropriate authorities according to law, has/have decided **TO PROMOTE/DEVELOP** the said Schedule-A Land by construction of the Project/Multi-Storied Building/s on their aforesaid land, comprising of as many residential Unit etc., along with common facilities, common spaces & passages etc., on the below “**Schedule-A Land**”.
- C. The said Project Land is earmarked for the purpose of G+3 STD (BLOCK 1,2 & 3) & PARTLY G+1 STD (BLOCK-4), PARTLY G+2 STD (BLOCK-4) RESIDENTIAL BUILDING and the said complex shall be known and identified as “**GREEN ELEGANCE**”, (hereinafter referred to as the “**Project**”).

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- D.** The **Land Owners/Vendors and the Developer** is/are fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the **Land Owners/Vendors** regarding the Said Project Land on which the Project to be constructed has/have been completed.
- E.** The Promoter/Developer has submitted the Notice of Commencement under the prescribed format before Siliguri Municipal Corporation, on _____. The said Notice was duly acknowledged by said Siliguri Municipal Corporation on _____.
- F.** The Promoter/Developer has/have obtained the LUCC, Vide Memo No. _____ dated _____ and Building Plan has also been sanctioned accordingly and obtained the Building Plan, Vide Building Plan No. _____ dated _____, duly sanctioned by the _____ Gram Panchayat, Dist-Darjeeling, West Bengal.
- G.** The Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Act at Kolkata No _____.
- H.** The Allottee had applied for a plot in the Project vide application no. _____ dated _____ and has Apartment No. _____ having carpet area of _____ square feet, type _____ on _____ Floor in (tower/block/building) No. _____ Building alongwith closed garage/closed parking No. _____ admeasuring square feet (if applicable)] in the [Please insert the location of the garage/closed parking], 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. IT IS SPECIFICALLY STATED THAT THE SAID UNIT/VILLA HEREBY ALLOTTED, TO THE ALLOTTEE, IS THE DEVELOPERS ALLOCATED SHARE AND THE DEVELOPER ALONE IS ENTITLED TO THE SALE PROCEEDS.
- I.** The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;
- J.** The Parties have gone through all the terms and conditions set out in this

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Agreement and understood the mutual rights and obligations detailed herein;

- K.** The Parties hereby confirm that they are signing the 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;
- M.** In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter/Developer hereby agrees to sell and the Allottee/s hereby agrees to purchase the Unit as specified in Schedule-B.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL REPRESENTATIONS, COVENANTS, ASSURANCES, PROMISES AND AGREEMENTS CONTAINED HEREIN AND OTHER GOOD AND VALUABLE CONSIDERATION, THE PARTIES AGREE AS FOLLOWS:

1. TERMS :

Subject to the terms and conditions as detailed in this Agreement, the Promoter/Developer agrees to sell to the Allottee/s and the Allottee/s hereby agrees to purchase the Unit as specified herein.

1.2 The Total Price for the Residential Flats/ Units based on the carpet area is Rs _____/- (Rupees _____ Only) ("Total Price"):

Block/Building/Tower No. _____ Unit No. _____ Type: _____ BHK Floor: _____ Floor	
SALES CONSIDERATION: Carpet Area, Exclusive Area including all amenities and facilities.	Rs. _____/-

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Applicable Taxes (GST 1%)	Rs. _____/-
TOTAL PRICE (A+B)	Rs. _____/-

AND

ADDITIONAL CHARGES PAYABLE FOR RESIDENTIAL FLAT	
TRANSFORMER CHARGES	Rs. _____/
GENERATOR CHARGES	Rs. _____/
FIRE SAFETY INSTALLATION CHARGES	Rs. _____/
CLUB CHARGES (One Time)	Rs.
FORMATION OF ASSOCIATION	Rs. 10,000/-
ADVANCE MAINTENANCE DEPOSITS (Maintenance Deposit for 12 months) currently estimated @ Rs 2/- per sq ft on BUA (Final Common Area Maintenance) rate will be based on estimate of the promoter/managing firm at the time of giving possession)	Rs. _____/
Legal Documentation Charges/Fees (50% to be paid on Agreement and 50 % on Possession or Registry, whichever occurs earlier)	Rs.25,000/-

OR

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The Total Price for the Residential Villa/Unit based on the carpet area is Rs. _____/-
(Rupees _____ Only) ("Total Price"):

Residential Villa Unit No. _____ Type: Villa Storied: Ground Plus Two	
SALES CONSIDERATION: Carpet Area, Ground Floor _____ First Floor _____ Second Floor _____ (Exclusive Area including all amenities and facilities) Together with Right to Park 1 Cars measuring 120 Sq.Ft.(approx) at Ground Floor of the Complex.	Rs. _____/-
B. Applicable Taxes (GST)	
TOTAL PRICE (A+B)	

AND

ADDITIONAL CHARGES PAYABLE FOR RESIDENTIAL VILLA	
TRANSFORMER CHARGES	Rs. _____/
GENERATOR CHARGES	Rs. _____/
FIRE SAFETY INSTALLATION CHARGES	Rs. _____/
CLUB CHARGES (One Time)	
FORMATION OF ASSOCIATION	Rs. 10,000/-
ADVANCE MAINTENANCE DEPOSITS (Maintenance Deposit Equivalent to 2 years, 12 months adjustable and 12 months deposit) currently estimated @ Rs 2.50 per sq ft on BUA (Final Common Area Maintenance) rate will be based on estimate of the promoter/managing firm at the time of giving possession)	Rs. _____/
Legal Documentation Charges/Fees (50% to be paid on Agreement and 50 % on Possession or Registry, whichever occurs earlier)	Rs.25,000/-

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Explanation:

i. The Total Price above includes the booking amount paid by the Allottee/s to the Promoter/Developer towards the Unit;

ii. The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter/Developer by way of G.S.T. and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter/Vendor, by whatever name called) up to the date of handing over the possession of the Unit to the Allottee/s and the Project to the Association of Allottee/s 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/s to the Promoter/Developer shall be increased/reduced based on such change/modification;

iii. The Promoter/Developer shall periodically intimate in writing to the Allottee/s, the amount payable as stated in (i) above and the Allottee/s shall make payment demanded by the Promoter/Developer within the time and in the manner specified therein. In addition, the Promoter/Developer shall provide to the Allottee/s the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;

The Total Price of Unit includes price of recovery of land, construction of [not only the Unit but also] the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the Unit, water line and plumbing, doors, windows, fire detection and firefighting equipment, maintenance charges and includes cost for providing all other facilities, amenities and specifications to be provided within the Unit and the Project.

The Total Price is escalation-free, save and except increases which the Allottee/s hereby agrees to pay due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoter/Developer undertakes and agrees that while raising a demand on the Allottee/s for increase in

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development charges, cost/charges imposed by the competent authorities, the Promoter/Developer shall enclose the said notification/order/rule/ regulation to that effect along with the demand letter being issued to the Allottee/s, 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/s.

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

It is agreed that the Promoter/Developer shall not make any additions or alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities (which shall be in conformity with the advertisement, prospectus etc. on the basis of which sale is effected) in respect of the Project, plot or building, as the case may be, without the previous written consent of the Allottee/s as per the provisions of the Act.

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

The Promoter/Vendor shall confirm the final carpet area that has been allotted to the Allottee/s after the construction of the Project 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/Vendor. If there is a reduction in the carpet area then the Promoter/Vendor shall refund the excess money paid by the Allottee/s within 45 (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/s. If there is any increase in the carpet

area, which is not more than three percent of the carpet area of the Unit, allotted to Allottee/s, the Promoter/Vendor may demand that from the Allottee/s 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 the Agreement.

Subject to para 9.3 the Promoter/Vendor agrees and acknowledges, the Allottee/s shall have the right to the Unit as mentioned below:

- i. The Allottee/s shall have exclusive ownership of the Unit;
- ii. The Allottee shall also have undivided proportionate share in the Common Areas. Since the share / interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. Further, the right of the Allottee to use the Common Areas shall always be subject to the timely payment of maintenance charges and other charges as applicable. It is clarified that the promoter shall convey undivided proportionate title in the common areas to the association of allottees as provided in the Act;
- iii. That the computation of the price of the [Apartment/Plot] includes recovery of price of land, construction of [not only the Apartment but also] the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, fire detection and firefighting equipment in the common areas etc. and includes cost for providing all other facilities as provided within the Project.

It is made clear by the Promoter and the Allottee agrees that the [Apartment] along with garage/closed parking shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the said Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottees of the Project. It is understood by the Allottee that all other areas and i.e. areas

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and facilities falling outside the Project, namely 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.

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

The Promoter/Vendor agrees to pay all outgoings before transferring the physical possession of the Unit to the Allottee/s, which it has collected from the 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/Vendor fails to pay all or any of the outgoings collected by it from the Allottee/s or any liability, mortgage loan and interest thereon before transferring the Unit to the Allottee/s, the Promoter/Vendor agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person.

The Allottee/s has paid a sum of **Rs. _____/- (Rupees _____ only)** as booking amount, being part payment towards the Total Price of the Unit at the time of application the receipt of which the Promoter/Vendor hereby acknowledges and the Allottee/s hereby agrees to pay the remaining price of the Unit as prescribed in the Payment Plan (**Schedule "C"**) as may be demanded by the Promoter/Vendor within the time and in the manner specified therein: Provided that if the Allottee/s delays in payment towards any amount which is payable, he shall be liable to pay interest at the rate prescribed in the Rules.

2. MODE OF PAYMENT :

Subject to the terms of the Agreement and the Promoter/Vendor abiding by the construction milestones, the Allottee/s shall make all payments, on written demand by the Promoter/Vendor, within the stipulated time as mentioned in the Payment

Plan [through A/c. Payee cheque/demand draft/bankers cheque or online payment (as applicable) in favour of **COZY NEST LLP** payable at Siliguri.

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES :

The Allottee/s, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made there under 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/Vendor with such permission, approvals which would enable the Promoter/Vendor 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/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 may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

The Promoter/Vendor accepts no responsibility in regard to matters specified in para 3.1 above. The Allottee/s shall keep the Promoter/Vendor fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee/s subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee/s to intimate the same in writing to the Promoter/Vendor immediately and comply with necessary formalities if any under the applicable laws. The Promoter/Vendor shall not be responsible towards any third party making payment/remittance on behalf of any Allottee/s and such third party shall not have any right in the application/allotment of the said Unit applied for herein in any way and the Promoter/Vendor shall be issuing the payment receipts in favour of the Allottee/s only.

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS :

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

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manner.

5. TIME IS ESSENCE :

Time is the essence for the Promoter/Vendor as well as the Allottee/s. The Promoter/Vendor shall abide by the time schedule for completing the Project and handing over the Unit to the Allottee/s and the common areas to the association of Allottee/s or the competent authority after receiving the occupancy certificate or the completion certificate or both as the case may be. Similarly the Allottee/s shall make timely payments of the installments and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneously completion of construction by the Promoter/Vendor provided in the Schedule "C".

6. CONSTRUCTION OF THE PROJECT/UNIT :

The Allottee/s has seen the proposed layout plans, specifications, amenities and facilities of the Unit and accepted the floor plan, payment plan and the specifications, amenities and facilities (annexed along with this agreement) which has been approved by the competent authority, as represented by the Promoter/Vendor. The Promoter/Vendor 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/Vendor 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 West Bengal Municipal Act, 1993 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/Vendor shall constitute a material breach of the Agreement.

7. POSSESSION OF THE UNIT:

Schedule for possession of the said Unit– The Promoter/Vendor agrees and understands that timely delivery of possession of the Unit to the Allottee/s and the common areas to the association of Allottee/s or the competent authority, as the case may be, is the essence of the Agreement. The Promoter/Vendor assures to hand over possession of the Unit along with ready and complete common areas with all specifications, amenities and facilities of the Project in place on within _____, 202_____ 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 condition then the Allottee/s agrees that the Promoter/Vendor shall be entitled to the extension of time for delivery of possession of the Unit.

Provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee/s agrees and confirms that, in the event it becomes impossible for the Promoter/Vendor to implement the Project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter/Vendor shall refund to the Allottee/s the entire amount received by the Promoter/Vendor from the allotment within 45 (forty five) days from that date. The Promoter/Vendor shall intimate the Allottee/s about such termination at least 30(thirty) days prior to such termination. After refund of the money paid by the Allottee/s, the Allottee/s agrees that he/she shall not have any rights, claims etc. against the Promoter/Vendor and that the Promoter/Vendor shall be released and discharged from all its obligations and liabilities under this Agreement.

Procedure for taking possession – The Promoter/Vendor, upon obtaining the occupancy certificate from the competent authority, shall offer in writing the possession of the Unit, to the Allottee/s in terms of this Agreement to be taken within 2(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/s shall be carried out by the Promoter/Vendor within 3(three) months from the date of issue of occupancy certificate]. The Promoter/Vendor agrees and undertakes to indemnify the Allottee/s in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter/Vendor. The Allottee/s, after taking possession, agree(s) to pay the maintenance charges as determined by the Promoter/Vendor/association of Allottee/s, as the case may be after the issuance of the completion certificate for the Project. The Promoter/Vendor shall hand over the occupancy certificate of the Unit/Project, as the case may be, to the Allottee/s at the time of conveyance of the same.

Failure of Allottee/s to take Possession of Unit – Upon receiving a written intimation from the Promoter/Vendor as per para 7.2, the Allottee/s shall take possession of the Unit from the Promoter/Vendor by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and the Promoter/Vendor shall give possession of the Unit to the

Allottee/s. In case the Allottee/s fails to take possession within the time provided in and such Allottee/s shall continue to be liable to pay maintenance charges.

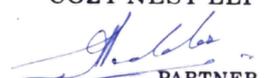
Possession of the Allottee/s – After obtaining the occupancy certificate and handing over physical possession of the Unit to the Allottee/s, it shall be the responsibility of the Promoter/Vendor to hand over the necessary documents and plans, including common areas, to the association of Allottee/s or the competent authority, as the case may be, as per the local laws.

[Provided that, in the absence of any local law, the Promoter/Vendor shall hand over the necessary documents and plans, including common areas, to the association of Allottee/s or the competent authority, as the case may be, within 30 (thirty) days after obtaining the completion certificate].

Cancellation by Allottee/s: The Allottee/s shall have the right to cancel/withdraw his allotment in the Project as provided in the Act.

Provided that where the Allottee/s proposes to cancel/withdraw from the Project without any fault of the Promoter/Vendor, the Promoter/Vendor herein is entitled to forfeit the entire booking amount paid for the allotment. The balance amount of money paid by the Allottee/s shall be returned by the Promoter/Vendor to the Allottee/s within 45 (forty five) days of such cancellation.

Compensation: The Promoter/Vendor shall compensate the Allottee/s in case of any loss caused to him due to defective title of the land, on which the Project is being developed or has been developed, in the manner as provided under the Act and the claim for 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/Vendor fails to complete or is unable to give possession of the Unit (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 business as a Promoter/Vendor on account of suspension or revocation of the registration under the Act, or for any other reason, the Promoter/Vendor shall be liable, on demand to the Allottee/s, in case the Allottee/s wishes to withdraw from the Project without prejudice to any other remedy available to return the total amount received by him in respect of the Unit,

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with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act within 45 (forty five) days of it becoming due; Provided that where if the Allottee/s does not intend to withdraw from the Project, the Promoter/Vendor shall pay the Allottee/s interest at the rate prescribed in the Rules for every month of delay, till the handing over of the possession of the Unit which shall be paid by the Promoter/Vendor to the Allottee/s within 45 (forty five) days of it becoming due.

8. REPRESENTATIONS AND WARRANTIES OF THE

Promoter/Vendor:

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

- i. The Promoter/Vendor has absolute, clear and marketable title with respect to the Project Land; the requisite rights to carry out development upon the said Project Land and absolute, actual, physical and legal possession of the said Land for the Project;
- ii. The Promoter/Vendor has lawful rights and requisite approvals from the competent authorities to carry out development of the Project;
- iii. There are no encumbrances upon the said Land for the Project;
- iv. There are no litigations pending before any Court of Law or Authority with respect to the said Land, Project or the Unit ;
- v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land, Project and Unit are valid and subsisting and have been obtained by following due process of law. Further, the Promoter/Vendor has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Project, Building and Unit and common areas;
- vi. The Promoter/Vendor 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/s created herein, may prejudicially be affected;
- vii. The Promoter/Vendor 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 Project Land including the Project and the said Unit which will, in any manner, affect the rights of Allottee/s under this Agreement;

viii. The Promoter/Vendor confirms that the Promoter/Vendor is not restricted in any manner whatsoever from selling the said Unit to the Allottee/s in the manner contemplated in this Agreement;

ix. At the time of execution of the conveyance deed the Promoter/Vendor shall handover lawful, vacant, peaceful, physical possession of the Unit to the Allottee/s and the common areas to the association of Allottee/s or the competent authority, as the case may be;

x. The Schedule Property is not the subject matter of any HUF and no part thereof is owned by any minor and/or no minor has any right, title and claim over the Schedule Property;

xi. The Promoter/Vendor 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 Authority till the completion certificate has been issued and possession of Unit, plot or structure in the Project, as the case may be, along with common areas (equipped with all specifications, amenities and, facilities) has been handed over to the Allottee/s and the association of Allottee/s or the competent authority, as the case may be;

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

xiii. That the property is not Waqf Property.

9. EVENTS OF DEFAULTS AND CONSEQUENCES :

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

i. Promoter/Vendor fails to provide ready to move in possession of the Unit to the Allottee/s 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 Unit shall be in a habitable condition which is complete in all respects;

ii. Discontinuance of the Promoter/Vendor business as a Promoter/Vendor 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/Vendor under the conditions listed above, Allottee/s is entitled to the following :

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

ii. The Allottee/s shall have the option of terminating the Agreement in which case the Promoter/Vendor shall be liable to refund the entire money paid by the Allottee/s under any head whatsoever towards the purchase of the Unit, along with interest at the rate prescribed in the Rules within 45(forty-five) days of receiving the termination notice;

Provided that where an Allottee/s does not intend to withdraw from the Project or terminate the Agreement, he shall be paid, by the Promoter/Vendor, interest at the rate prescribed in the Rules, for every month of delay till the handing over of the possession of the Unit, which shall be paid by the Promoter/Vendor to the Allottee/s within 45 (forty-five) days of it becoming due.

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

- i. In case the Allottee/s fails to make payment for consecutive demands made by the Promoter/Vendor as per the Payment Plan annexed hereto, despite having been issued notice in that regard the Allottee/s shall be liable to pay interest to the

Promoter/Vendor on the unpaid amount at the rate prescribed in the Rules. It is clarified that reminders and or notices for payment of installments or notice for rectification of default as per the Payment Plan shall also be considered as Demand for the purpose of this clause;

- ii. In case of Default by Allottee/s under the condition listed above continues for a period beyond 2(two) consecutive months after notice from the Promoter/Vendor in this regard, the Promoter/Vendor may cancel the allotment of the Unit in favour of the Allottee/s and refund the money paid to him by the Allottee/s by deducting inter alia the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated;

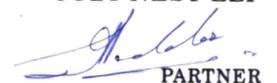
Provided that the Promoter/Vendor shall intimate the Allottee/s about such termination at least 30 (thirty) days prior to such termination.

10. CONVEYANCE OF THE SAID UNIT :

The Promoter/Vendor, on receipt of Total Price of the Unit as per para 1.2 under the Agreement from the Allottee/s, shall execute a conveyance deed and convey the title of the Unit 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/s;

Provided that, in the absence of local law, the conveyance deed in favour of the Allottee/s shall be carried out by the Promoter/Vendor within 3 (three) months from the date of issue of occupancy certificate. However, in case the Allottee/s fails to deposit the stamp duty and/or registration charges within the period mentioned in the notice, the Allottee/s authorizes the Promoter/Vendor to withhold registration of the conveyance deed in his/her favour till payment of stamp duty and registration charges to the Promoter/Vendor is made by the Allottee/s. The Allottee/s shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act including any actions taken or deficiencies/penalties imposed by the competent authority(ies).

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11. MAINTENANCE OF THE SAID UNIT/PROJECT:

The Promoter/Vendor 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/Apex Body of Allottee/s upon the issuance of the completion certificate of the Project. The cost of such maintenance has been included in the Total Price of the Unit.

12. DEFECT LIABILITY:

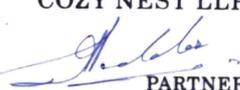
It is agreed that in case any structural defect date or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter/Vendor as per the agreement for sale relating to such development is brought to the notice of the Promoter/Vendor within a period of 5 (five) years by the Allottee/s from the of handing over possession, it shall be the duty of the Promoter/Vendor to rectify such defects without further charge, within 30(thirty) days, and in the event of Promoter/Vendor failure to rectify such defects within such time, the aggrieved Allottee/s shall be entitled to receive appropriate compensation in the manner as provided under the Act.

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

The Allottee hereby agrees to purchase the Unit on the specific understanding that is/her right to the use of Common Areas shall be subject to timely payment of total maintenance charges, as determined and thereafter billed by the maintenance agency appointed or the association of allottees (or the maintenance agency appointed by it) and performance by the Allottee of all his/her obligations in respect of the terms and conditions specified by the maintenance agency or the association of allottees from time to time.

14. RIGHT TO ENTER THE PROJECT FOR REPAIRS :

The Promoter/Vendor/apex body/maintenance agency/association of Allottee/s shall have rights of unrestricted access of all Common Areas, garages/covered parking and parking spaces for providing necessary maintenance services and the Allottee/s agrees to permit the association of Allottee/s and/or maintenance agency to enter into the Unit or any part thereof after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

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15. USAGE :

Use of Service Areas: The service areas, if any, as located within the Project, shall be earmarked for services including but not limited to electric sub-station, transformer, DG set room, underground water tanks, pump rooms, maintenance and service rooms, firefighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Allottee/s shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked and the same shall be reserved for use by the association of Allottee/s formed by the Allottee/s for rendering maintenance services.

16. COMPLIANCE WITH RESPECT TO THE UNIT :

Subject to para 12 above, the Allottee/s shall, after taking possession, be solely responsible to maintain the Unit at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in which may be in violation of any laws or rules of any authority or change or alter or make additions to the Unit and keep the Unit, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Project is not in any way damaged or jeopardized. The Allottee/s further undertakes, assures and guarantees that he/she would not put any sign-board/name-plate, neon light, publicity material or advertisement material etc. on the face façade of the Project or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottee/s shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee/s shall not store any hazardous or combustible goods in the Unit or place any heavy material in the common passages or staircase of in the Project. The Allottee/s shall also not remove any wall including the outer and load bearing wall of the Unit. The Allottee/s shall plan and distribute his/her/their electrical load in conformity with the electrical systems installed by the Promoter/Vendor and thereafter the association of Allottee/s and/or maintenance agency appointed by association of Allottee/s. The Allottee/s shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

17. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES :

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

and this project in particular. That the Allottee/s hereby undertakes that he/she shall comply with and carry out, from time to time after he/she has taken over for occupation and use the said Unit, all the requirements, requisitions, demands and repairs which are required by any competent Authority in respect of the Unit at his/her own cost.

18. ADDITIONAL CONSTRUCTIONS :

The Promoter/Vendor undertakes that it 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 as provided in the Act.

19. PROMOTER/VENDOR SHALL NOT MORTGAGE OR CREATE A CHARGE :

After the Promoter/Vendor executes this Agreement, it shall not mortgage or create a charge on the Unit/Building/Project and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee/s who has taken or agreed to take such Unit.

20. APARTMENT OWNERSHIP ACT (OR THE RELEVANT STATE ACT) :

The Promoter/Vendor has assured the Allottee/s that the Project in its entirety is in accordance with the provisions of the West Bengal Apartment Ownership Act, 1972. The Promoter/Vendor is showing compliance of various laws/regulations as applicable in West Bengal.

21. BINDING EFFECT :

Forwarding this Agreement to the Allottee/s by the Promoter/Vendor does not create a binding obligation on the part of the Promoter/Vendor or the Allottee/s until, firstly, the Allottee/s signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee/s. and secondly, appears for registration of the same before the concerned Registrar at Bhaktinagar/Jalpaiguri as and when intimated by the Promoter/Vendor. If the Allottee/s fails to execute and deliver to the Promoter/Vendor this Agreement within 30 (thirty) days from the date of its receipt by the Allottee/s and/or appear before the Sub-Registrar for its

registration as and when intimated by the **Promoter/Vendor**, then the Promoter/Vendor shall serve a notice to the Allottee/s for rectifying the default, which if not rectified within 30(thirty) days from the date of its receipt by the Allottee/s, application of the Allottee/s shall be treated as cancelled and all sums deposited by the Allottee/s in connection therewith including the amount paid towards booking shall be returned to the Allottee/s 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 Unit/Project/building, as the case may be.

23. RIGHT TO AMEND :

This Agreement may only be amended through written consent of the Parties, but in accordance with the provisions of law.

24. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE/S/ SUBSEQUENT ALLOTTEE/S :

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 Unit and the Project shall equally be applicable to and enforceable against and by way of subsequent Allottee/s of the Unit, in case of a transfer, as the said obligations go along with the Unit for all intents and purposes.

25. WAIVER NOT A LIMITATION TO ENFORCE :

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

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

26. SEVERABILITY :

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

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

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

28. FURTHER ASSURANCES :

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

29. PLACE OF EXECUTION :

The execution of this Agreement shall be completed only upon its execution by the Promoter/Vendor at the Promoter/Vendor Office, or at some other place, which may be mutually agreed between the Promoter/Vendor and the Allottee/s.

30. NOTICES :

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

_____,(Name of the Allottee)
 W/O _____,
 Residing at _____ -

M/S. COZY NEST LLP

Nirvana Homes, Opp. Nirmala Convent School,
 2nd Mile, Sevoke Road, P.O. Siliguri - 734001,
 PS: Bhaktinagar, District Jalpaiguri in the State of West Bengal.

It shall be the duty of the Allottee/s and the Promoter/Vendor 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/Vendor or the Allottee/s, as the case may be.

31. JOINT ALLOTTEE/S :

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

32. GOVERNING LAW :

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the Act and the Rules and Regulations made thereunder 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 through the Adjudicating Officer appointed under the Act.

SCHEDULE “A”
(DESCRIPTION OF THE UNIT)

ALL That ONE UNIT being a RESIDENTIAL FLAT BEING:-

PROJECT							
FLAT NO.							
TOWER BLOCK NO.							
FLAT MEASURING CARPET AREA (BUILT UP AREA) (SUPER BUILT UP AREA)	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="border-bottom: 1px solid black; width: 80%;"></td> <td style="text-align: right;">SQUARE FEET</td> </tr> <tr> <td style="border-bottom: 1px solid black;"></td> <td style="text-align: right;">SQUARE FEET</td> </tr> <tr> <td style="border-bottom: 1px solid black;"></td> <td style="text-align: right;">SQUARE FEET</td> </tr> </table>		SQUARE FEET		SQUARE FEET		SQUARE FEET
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	SQUARE FEET						
FLAT SITUATED IN FLOOR	FLOOR						

in the said Complex as marked and demarcated and **TOGETHER** with the undivided proportionate share in the land on which the complex stands more particularly described in the **SCHEDULE-“A”** given herein.

TOGETHER with the **RIGHT TO PARK** a _____ in the _____ of the said Complex and

COZY NEST LLP

 PARTNER

OR

ALL THAT UNIT/RESIDENTIAL VILLA, Being

DETAILS OF RESIDENTIAL VILLA	
UNIT/VILLA NO - (AS PER BUILDING PLAN)	
UNIT/VILLA NO - (AS PER BROCHURE)	
BLOCK NAME	
BUILT UP AREA OF VILLA	_____ Sq. Ft
GROUND FLOOR	_____ Sq. Ft
CARPET AREA	_____ Sq. Ft
(BUILT UP AREA)	_____ Sq. Ft
(SUPER BUILT UP AREA)	
FIRST FLOOR	_____ Sq. Ft
CARPET AREA	_____ Sq. Ft
(BUILT UP AREA)	_____ Sq. Ft
(SUPER BUILT UP AREA)	
SECOND FLOOR	_____ Sq. Ft
CARPET AREA	_____ Sq. Ft
(BUILT UP AREA)	_____ Sq. Ft
(SUPER BUILT UP AREA)	
COMPLEX NAME	GREEN ELEGANCE

STANDING ON THE LAND MOREFULLY DESCRIBED IN THE SCHEDULE-A HEREIN ABOVE.

TOGETHER with the **RIGHT TO PARK** a _____ in the _____ of the said Complex and **TOGETHER** with the undivided proportionate share in the land on which the complex stands more particularly described in the **SCHEDULE-“A”** given herein above.

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THE said "GREEN ELEGANCE", is standing on the piece or parcel of LAND MEASURING 123.6271 Decimals, appertaining to:-

	R.S.RECORD	L.R.RECORD
MOUZA	JITU	JITU
PARGANA	PATHARGHATA	PATHARGHATA
J.L.NO	69	69
KHATIAN NO.	148/5, 76	2676, 2679, 2680, 2681, 2682, 1842
PLOT NO.	219, 216, 217	708, 706/784, 707
POLICE STATION	MATIGARA	MATIGARA
DISTRICT	DARJEELING	DARJEELING
STATE	WEST BENGAL	WEST BENGAL
UNDER	GRAM PANCHAYAT	GRAM PANCHAYAT

R.S.PLOT NO.	L.R.PLOT NO.	L.R.KHATIAN NO.	AREA IN DECIMALS
219	708	2681	030.00
219	708	2680	030.00
219	708	2676	020.67
219	708	2679	020.67
219	708	2682	020.66
216	706/787	1842	001.07
217	707	1842	000.55
TOTAL LAND			123.62

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The said Plot of Land is butted and bounded as follows:-

BY NORTH : LAND OF TARANI KANTA SINGHA, JASLAL SINGHA,
SASHI KANTA SINGHA;
BY SOUTH : LAND OF RANJIT SINGHA, HEMANTA SINGHA AND
OTHERS;
BY EAST : 16 FEET WIDE KUTCHA ROAD AND LAND OF JASILAL
SINGHA;
BY WEST : LAND OF HEMANTA SINGHA.

SCHEDULE "B"

FLOOR PLAN

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SCHEDULE "C"
PAYMENT SCHEDULE AND MANNER OF PAYMENT

The Allottee/s hereby agrees to pay to the Owner/Developer/Vendor the Total Price of **Rs. _____/- (Rupees _____ Only)** in the following manner and as per the following schedule/milestones:-

PARAMETERS	AMOUNT
A. Sales Consideration:	Rs. _____ --/-
B. Applicable Taxes (GST)	Rs. _____ /-
TOTAL PRICE (A+B)	Rs. _____ --/-

MILESTONE	PAYMENT SCHEME
On Booking	10% Of Total Consideration + GST
On Execution Of Agreement ,Within 21 Days of Application	10% Of Total Consideration + GST
On Completion Of Foundation	15% Of Total Consideration + GST
On Offer Of Possession	5% Of Total Consideration + GST

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1. The Owner/Developer/Vendor has the discretion to raise invoices for the milestones which has been completed / achieved irrespective of sequences of milestones.
2. In the event the Owner/Developer/Vendor is able to complete the construction of the Project before or within the above mentioned timeline, for the purpose of handover of possession, subject to the provisions of the applicable law and terms prescribed under this Agreement, the Owner/Developer/Vendor shall intimate the same to the Allottee/s and call upon the same to take possession, on making payment of the balance consideration. It is clarified that as per the provisions of the said Act, this Agreement shall be registered before the Registration Authority upon receipt of 10% the Total Price, which is the Booking Amount, The Allottee/s shall be liable to pay on the Total Price, Stamp Duty and Registration charges as per the prevailing statutory norms of the Government towards registration at his/her/their own expense.
3. The sales consideration is inclusive of the Carpet Area, Exclusive Areas, and proportionate consideration for common area charges including the proportionate consideration towards facilities.
4. The Allottee/s shall pay the respective payment as stipulated hereinabove along with applicable taxes strictly within 15 (fifteen) days of Owner/Developer/Vendor sending invoice/demand letters towards completion of each milestone. Intimation forwarded by Owner/Developer/Vendor to the Allottee/s that a particular stage of construction is initiated and/or completed shall be sufficient proof that a particular stage is initiated and/or completed and such proof shall be valid and binding upon the Allottee/s and the Allottee/s agree/s not to dispute the same. The Allottee/s hereby understand/s and agree/s that, save and except for the intimation from the Owner/Developer/Vendor as provided under this Clause, it shall not be obligatory on the part of the Owner/Developer/Vendor to send reminders regarding the payments to be made by the Allottee/s as per the payment schedule mentioned in this Clause, and the Allottee/s shall make all payment/s to the Owner/Developer/Vendor on or before the due dates, time being the essence of this Agreement.
5. All payments to be made by the Allottee/s under this Agreement shall be by cheque/demand draft/pay order/wire transfer/any other instrument drawn in favour

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of “**COZY NEST LLP**”.

6. For the purpose of remitting funds from abroad by the Allottee/s, the following are the particulars of the beneficiary:

Beneficiary's Name : **COZY NEST LLP**
 Beneficiary's Account No. : _____
 Bank Name : _____
 Branch Name : _____
 IFSC Code : _____

7. In case of any financing arrangement entered by the Allottee/s with any financial institution with respect to the purchase of the Unit, the Allottee/s undertake/s to direct such financial institution to and shall ensure that such financial institution does disburse/pay all such installment of Total Consideration amounts due and payable to Owner/Developer/Vendor through an account payee cheque/demand draft drawn in favour of “**COZY NEST LLP**”.
8. If any of the payment cheques/banker's cheque or any other payment instructions of/by the Allottee/s is/are not honored for any reason whatsoever, then the same shall be treated as default under this agreement and the Owner/Developer/Vendor may at its option be entitled to exercise the recourse available thereunder. Further, the Owner/Developer/Vendor may, at its sole discretion, without prejudice to its other rights, charge a payment dishonor charge of Rs. 500/- (Rupees five hundred only) for dishonor of a particular payment instruction for first instance and for second instance the same would be Rs.1000/- (Rupees one thousand only) in addition to the Interest for delayed payment. Thereafter no cheque will be accepted and payments shall be accepted through bank demand draft(s)/RTGS/NEFT only.
9. Further, at the express request of the Allottee/s, the Owner/Developer/Vendor may at its sole discretion offer a rebate to the Allottee/s in case the Allottee/s desires to give early payments any time hereafter. It is hereby clarified that the foregoing rebate is subject to the Allottee/s complying with all its obligations under this Agreement including timely payment of the installments. Save as foregoing, the quantum of rebate once offered by the Owner/Developer/Vendor shall not be subject to any change/withdrawal. The Allottee/s further understands and agrees that the Owner/Developer/Vendor shall have the right to accept or reject such early payments on such terms and conditions as the Owner/Developer/Vendor may deem

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fit and proper. The early payments received from the Allottee/s under this Clause shall be adjusted against the future milestone payment due and payable by the Allottee/s.

IN WITNESSES WHEREOF ALL THE ALLOTTEE/S AND THE THE OWNER/DEVELOPER/VENDOR IN THEIR GOOD HEALTH AND SOUND CONSCIOUS MIND HERETO SETS AND SUBSCRIBED HIS/HER/THEIR RESPECTIVE SEAL AND SIGNATURES ON THIS AGREEMENT FOR SALE ON THE DAY, MONTH AND YEAR FIRST ABOVE WRITTEN.

WITNESSES:-

1.

The contents of this document have been gone through and satisfied and understood personally by all the Parties.

LAND OWNERS

DEVELOPER

ALLOTTEE/S

COZY NEST LLP

PARTNER

MEMO OF CONSIDERATION

Receipt of Booking Amount received from the within named Allotee/, the within mentioned sum of Rs. _____/- (Rupees _____) towards Book Amount, for the Said Bungalow And Appurtenances described in Schedule B above.

LAND OWNERS

DEVELOPER**COZY NEST LLP**
PARTNER