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AGREEMENT OF SALE

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**THIS AGREEMENT OF SALE ("AGREEMENT") EXECUTED ON THIS
_____ DAY OF _____, 2024.**

BETWEEN

_____, _____ of _____, having PAN :- _____
Hindu by Religion, Indian by Nationality, _____ by Occupation, Resident of
_____, P.O. _____, P.S. _____, Pin Code-_____, District
_____, in the State of _____ - Hereinafter called the **“ALLOTTEE /
PURCHASER / FIRST PARTY”** (which expression shall unless repugnant to the
context or meaning thereof be deemed to mean and include his/her/their heirs,
executors, successors, administrators and assigns) of the **“FIRST PART”**.

AND

1. SRI KAMAL PERIWAL, son of Late Dharam Chand Periwai, having PAN :-
AEVPP9394K and;

2. SMT. SUPRIYA PERIWAL, wife of Sri Kamal Periwai, having PAN
:- **AEGPP5426H**; both are Hindu by Religion, Indian by Nationality, Business by
Occupation, Resident of 35/3, Samaresh Bose Sarani, East Milanpally, Ward No. 26,
Siliguri, P.O. Siliguri Bazar, P.S. Siliguri, Pin Code-734005, District Darjeeling, in the
State of West Bengal - **HEREINAFTER JOINTLY and COLLECTIVELY** referred
to as the **“VENDORS / SECOND PARTY”** (which expression shall unless it be
repugnant to the context or meaning thereof include their heirs, executors, successors,
administrators and assigns) of the **“SECOND PART”**. Represented by their lawfully
CONSTITUTED ATTORNEY:- MANOKAMANA DEVELOPERS, a Partnership
Firm, having PAN :- **ABZFM0482C**; having its Office at Ground Floor, Infinity
Square, 2nd Mile, Ward No. 43, P.O. Sevoke Road, P.S. Bhaktinagar, Pin Code-
734001, District Jalpaiguri, in the State of West Bengal, Represented by one of its
PARTNER, SRI SANDEEP AGARWAL, son of Sri Omprakash Agarwal, Hindu by
Religion, Indian by Nationality, Business by Occupation, Resident of Punjabi Para,
Ward No. 13, Siliguri, P.O. and P.S. Siliguri, Pin Code-734001, District Darjeeling,

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in the State of West Bengal, appointed and constituted vide a registered **General Power of Attorney** dated 15.12.2023, Registered in Book-I, Volume Number 0711-2023, Pages from 183849 to 183866, being No. 071108945 for the year 2023, registered in the Office of the Additional District Sub Registrar Bhaktinagar, District Jalpaiguri.

AND

MANOKAMANA DEVELOPERS, a Partnership Firm, having PAN :- **ABZFM0482C**; having its Office at Ground Floor, Infinity Square, 2nd Mile, Ward No. 43, P.O. Sevoke Road, P.S. Bhaktinagar, Pin Code-734001, District Jalpaiguri, in the State of West Bengal, Represented by one of its **PARTNER, SRI SANDEEP AGARWAL**, son of Sri Omprakash Agarwal, Hindu by Religion, Indian by Nationality, Business by Occupation, Resident of Punjabi Para, Ward No. 13, Siliguri, P.O. and P.S. Siliguri, Pin Code-734001, District Darjeeling, in the State of West Bengal - **HEREINAFTER** referred to and called the **“PROMOTER / DEVELOPER/ CONFIRMING PARTY/ THIRD PARTY”** (which expression shall unless excluded by or repugnant to the context be deemed to include its partners, executors, successors, legal representatives, administrators and assigns) of the **“THIRD PART”**.

The Allottee/s, Vendors and Promoter shall hereinafter collectively be referred to as the “Parties” and individually as a “Party”.

WHEREAS:

A. The Vendors are the absolute and lawful owners of **LAND** measuring measuring **6 KATHA 13 CHATAK 15 SQUARE FEET**, situated within **MOUZA DABGRAM**, appertaining to and forming part of **R.S. PLOT No. 58/151**, corresponding to **L.R. PLOT No. 3**, Recorded in **R.S. KHATIAN Nos. 681/8, 681/11, 681/13 and 681/17, L.R. KHATIAN Nos. 205 and 206**, under **R.S. SHEET No. 4, L.R. SHEET No. 31, J.L. No. 2**, Pargana Baikunthapur, within the limits of limits of **WARD No. 41** of Siliguri Municipal Corporation bearing Holding No. 360/2/1/473, **Zilla Parishad Road Bye Lane**, Police Station Bhaktinagar, District Jalpaiguri, West Bengal. (“said Land”).

B. DEVOLUTION OF TITLE

WHEREAS the abovenamed **VENDORS - SRI KAMAL PERIWAL** and **SMT. SUPRIYA PERIWAL** had jointly purchased and thus became the absolute and lawful owners of all piece or parcel of land measuring 6 Katha 13 Chatak 15 Sq.Ft. by virtue of purchase from Sri Gourav Kumar Bothra @ Gaurav Kumar Bothra and Sri Pawan Bothra @ Pawan Kumar Bothra, vide a registered Deed of Conveyance dated 29.09.2022, Registered in Book-I, Volume Number 0711-2022, Pages from 214641 to 214658, being No. 071109324 for the year 2022, registered in the Office of the Additional District Sub Registrar Bhaktinagar, District Jalpaiguri.

AND WHEREAS the names of the abovenamed Vendors in respect of the aforesaid land were duly mutated/recorded in the records of the concerned B.L.&L.R.O. in the Record of Rights (R.O.R.) and **L.R. Khatian No. 205** (in the name of Sri Kamal Perival) and **L.R. Khatian No. 206** (in the name of Smt. Supriya Perival) were framed in their respective names under the provisions of West Bengal Land Reforms Act, 1955.

AND WHEREAS in this manner the abovenamed **VENDORS - SRI KAMAL PERIWAL** and **SMT. SUPRIYA PERIWAL** became the absolute owners-in-possession of the aforesaid land measuring **6 Katha 13 Chatak 15 Sq.Ft.** more particularly described in the **Schedule** below and ever since they are in exclusive and peaceful possession of the aforesaid land without any act of hindrance or obstruction from anybody having permanent heritable, transferable and marketable right, title and interest therein.

AND WHEREAS the abovenamed Vendors being desirous to construct a Multistoried Building Complex over and upon his all that piece or parcel of land measuring **6 Katha 13 Chatak 15 Sq.Ft.** more particularly described in the **SCHEDULE "A"** below ("said Land"), but were not in a position to put their contemplation and scheme into action due to lack of funds and expertise.

AND WHEREAS the Third Party being a bonafide Developer/Promoter having partners experience in designing, construction and development and adequate resources of finance in construction of such multistoried building projects.

AND WHEREAS the Vendors having come to know about the credential of the Third

Party, the Vendors approaches the Third Party to construct proposed multistoried building on their said Land measuring 6 Katha 13 Chatak 15 Sq.Ft. as above referred and fully described in the Schedule “A” below given below for their mutual benefits, to which the Promoter/Developer/Third Party agreed and as such the Vendors then entered with the Developer into a registered **DEVELOPMENT AGREEMENT** dated 15.12.2023, Registered in Book-I, Volume Number 0711-2023, Pages from 183780 to 183809, being No. 071108928 for the year 2023, registered in the Office of the Additional District Sub Registrar Bhaktinagar, District Jalpaiguri.

AND WHEREAS the Promoter/Developer have started the construction of a **Ground (Parking) Plus Four Storied Residential Building** approved and sanctioned vide a Building Permit No. SWS-OBPAS/0104/2023/3368 dated 22.03.2024 upon the Schedule “A” of the Vendors free from all charges and encumbrances, from its own resources, efforts and endeavors and shall recover the investment cost by selling/transferring its shares as mentioned in the said Development Agreement on ownership basis to the intending buyers/ purchasers/ companies/ organizations/ co-operatives and/ or as it may deem fit.

AND WHEREAS to distinguish the proposed Building Complex and with a view to assign a unique identity to the said building complex, the Vendors/Promoter herein have jointly decided to name the said Complex as “**PEARL EXOTICA**”. It is stated that the name of the said Complex will always remain unchanged.

C. The said Land is earmarked for the purpose of building a residential cum commercial purpose project comprising multistoried building complex and the said project shall be known as “**PEARL EXOTICA**”;

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

E. The Siliguri Municipal Corporation has granted the commencement certificate to develop the Project for **Ground (Parking) Plus Four Storied Residential Building** Complex.

F. The Vendors/Promoter has obtained the final layout plan approvals for the Project from the Siliguri Municipal Corporation. The Vendors/Promoter agrees and undertakes that it shall not make any changes to these layout plans except in strict compliance with section 14 of the Act and other laws as applicable;

G. The Vendors/Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority being Registration No. _____ dated _____;

H. The Allottee/s had applied for an apartment in the Project and has been allotted **Apartment No.** _____, having **RERA Carpet Area** of _____ **Square Feet** at _____ **Floor** in "**PEARL EXOTICA**" along with **Right to Park** _____ **car** measuring 125 Square Feet in the Ground Floor of the complex, as permissible under the applicable law and of pro rata share in the common areas ("Common Areas") as defined under clause (n) of Section 2 of the Act (hereinafter referred to as the "**Apartment**") more particularly described in **Schedule "B"**;

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 hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project;

K. 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;

L. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee/s hereby agrees to purchase the Apartment along with Right to Park (if applicable) as specified in paragraph H above;

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 Vendors/Promoter agrees to sell to the Allottee/s and the Allottee/s hereby agrees to purchase, the Apartment as specified in paragraph H;

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

Building Complex Named	: PEARL EXOTICA
Apartment/Flat No.	:
Type	: Residential
Floor	:
Together with Right to Park	: _____ car
A. Sales Consideration	Rs. : (Rupee _____)
B. Applicable Taxes (GST) @	Rs. : (Rupees _____ Only)
TOTAL PRICE (A+B)	Rs. : (Rupees _____ Only)

Explanation:

(i) The Total Price above includes the booking amount paid by the Allottee/s to the Vendors/Promoter towards the Apartment;

(ii) The Total Price above includes Taxes (consisting of tax paid or payable by the Vendors/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 Vendors/Promoter) up to the date of handing over the possession of the Apartment:

Provided that in case there is any change / modification in the taxes, the subsequent amount payable by the Allottee/s to the Vendors/Promoter shall be increased/reduced based on such change / modification;

(iii) The Vendors/Promoter shall periodically intimate to the Allottee/s, the amount payable as stated in (i) above and the Allottee/s shall make payment within 30 (thirty) days from the date of such written intimation. In addition, the Vendors/Promoter 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;

(iv) The Total Price of Apartment includes: 1) pro rata share in the Common Areas; and 2) Right to Park as provided in the Agreement.

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 Vendors/Promoter undertakes and agrees that while raising a demand on the Allottee/s for increase in development charges, cost/charges imposed by the competent authorities, the Vendors/Promoter 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.

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

The Vendors/Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee/s by discounting such early payments @ 4% (four percent) 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/s by the Vendor.

It is agreed that the Vendors/Promoter shall not make any additions and alterations

in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described therein in respect of the apartment, plot or building, as the case may be, without the previous written consent of the Allottee/s. Provided that the Vendors/Promoter 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 Vendors/Promoter shall confirm the final carpet area that has been allotted to the 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 Vendor. If there is any reduction in the carpet area within the defined limit then Vendors/Promoter shall refund the excess money paid by 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 Allottee/s. If there is any increase in the carpet area allotted to Allottee/s, the Vendors/Promoter shall demand that from the 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 Vendors/Promoter agrees and acknowledges, the Allottee/s shall have the right to the Apartment as mentioned below:

- (i) The Allottee/s shall have exclusive ownership of the Apartment;
- (ii) The Allottee/s shall also have undivided proportionate share in the Common Areas. Since the share / interest of Allottee/s in the Common Areas is undivided and cannot be divided or separated, the Allottee/s 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/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 Vendors/Promoter shall convey undivided proportionate title in the common areas to the association of 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, 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 Vendors/Promoter and the Allottee/s agrees that the Apartment along with Right to Park one car 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/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.

It is understood by the Allottee/s that all other areas and i.e. areas and facilities falling outside the Project, namely "PEARL EXOTICA" 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 Vendors/Promoter agrees to pay all outgoings before transferring the physical possession of the apartment to the Allottee/s, which he 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 Vendors/Promoter fails to pay all or any of the outgoings collected by him/it from the Allottee/s or any liability, mortgage loan and interest thereon before transferring the apartment to the Allottee/s, the Vendors/Promoter 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 have paid a total sum of **Rs.** _____/- (**Rupees** _____ **Only**) **by Cheques** as booking amount being part payment towards the Total Price of the Apartment at the time of application the receipt of which the Vendors/Promoter hereby acknowledges and the Allottee/s hereby agrees to pay the remaining price of the Apartment as prescribed in the Payment Plan as may be demanded by the Vendors/Promoter within the time and in the manner specified therein:

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

2. MODE OF PAYMENT

Subject to the terms of the Agreement and the Vendors/Promoter abiding by the construction milestones, the Allottee/s shall make all payments, on demand by the Vendors/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 “**MANOKAMANA DEVELOPERS**” 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 and Rules and Regulations made thereunder or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Vendors/Promoter with such permission, approvals which would enable the Vendors/Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee/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 any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

The Vendors/Promoter accepts no responsibility in this regard. The Allottee/s shall keep the Vendors/Promoter 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 Vendors/Promoter immediately and comply with necessary formalities if any under the applicable laws. The Vendors/Promoter shall not be

responsible towards any third party making payment/remittances on behalf of any Allottee/s and such third party shall not have any right in the application/allotment of the said apartment applied for herein in any way and the Vendors/Promoter shall be issuing the payment receipts in favour of the Allottee/s only.

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS

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

5. TIME IS ESSENCE

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

6. CONSTRUCTION OF THE PROJECT/APARTMENT

The 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 Vendors/Promoter. The Vendors/Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications. Subject to the terms in this Agreement, the Vendors/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 Vendors/Promoter shall constitute a material breach of the Agreement.

7. POSSESSION OF THE APARTMENT

7.1 Schedule for possession of the said Apartment: The Vendors/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 on or before **31.12.2025**, unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project ("Force Majeure"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee/s agrees that the Vendors/Promoter shall be entitled to the extension of time for delivery of possession of the Apartment, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee/s agrees and confirms that, in the event it becomes impossible for the Vendors/Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Vendors/Promoter shall refund to the Allottee/s the entire amount received by the Vendors/Promoter from the allotment within 45 days from that date. After refund of the money paid by the Allottee/s, Allottee/s agrees that he/she shall not have any rights, claims etc. against the Vendors/Promoter and that the Vendors/Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

7.2 Procedure for taking possession – The Promoter, upon obtaining the occupancy certificate from the competent authority shall offer in writing the possession of the Apartment, to the Allottee/s in terms of this Agreement to be taken within 3 (three) months from the date of issue of such notice and the Vendors/Promoter shall give possession of the Apartment to the Allottee/s. The Vendors/Promoter 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. The Allottee/s agree(s) to pay the maintenance charges as determined by the Promoter/association of Allottee/s, as the case may be. The Vendors/Promoter on its behalf shall offer the possession to the Allottee/s in writing within 30 (thirty) days 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 Vendors/Promoter as per clause 7.2, the Allottee/s shall take

possession of the Apartment from the Vendors/Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Vendors/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 Allottee/s – After obtaining the occupancy certificate and handing over physical possession of the Apartment to the Allottee/s, it shall be the responsibility of the Vendors/Promoter to hand over the necessary documents and plans, including common areas, to the association of the Allottee/s or the competent authority, as the case may be, as per the local laws.

7.5 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 Vendors/Promoter, the Vendors/Promoter herein is entitled to forfeit the booking amount paid for the allotment. The balance amount of money paid by the Allottee/s shall be returned by the Vendors/Promoter to the Allottee/s within 45 days of such cancellation.

7.6 Compensation –

The Vendors/Promoter shall compensate the Allottee/s in case of any loss caused to him/her 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 Vendors/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 developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Vendors/Promoter 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 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 Allottee/s does not intend to withdraw from the Project, the Vendors/Promoter shall pay the 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 Vendors/Promoter hereby represents and warrants to the Allottee/s as follows:

- (i) The Vendors have absolute, clear and marketable title with respect to the said Land; the Promoter has requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;
- (ii) The Vendors/Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- (iii) There are no encumbrances upon the said Land or the Project;
- (iv) There are no litigations pending before any Court of law with respect to the said Land, Project or the Apartment;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Vendors/Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Building and Apartment and common areas;
- (vi) The Vendors/Promoter has the right to enter into this Agreement and have 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 Vendors/Promoter have not entered into any agreement of sale and/or development agreement or any other agreement/arrangement with any person or party with respect to the said Land, including the Project and the said Apartment which will, in any manner, affect the rights of Allottee/s under this Agreement;

- (viii) The Vendors/Promoter confirms that the Vendors/Promoter is not restricted in any manner whatsoever from selling the said Apartment to the Allottee/s in the manner contemplated in this Agreement;
- (ix) At the time of execution of the Conveyance Deed the Vendors/Promoter shall handover lawful, vacant, peaceful, physical possession of the Apartment to the Allottee/s and the common areas to the Association of the Allottee/s;
- (x) The Schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Schedule Property;
- (xi) The Vendors/Promoter have duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;
- (xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Vendors/Promoter in respect of the said Land and/or the Project;
- (xiii) That the property is not Waqf property.

9. EVENTS OF DEFAULTS AND CONSEQUENCES

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

- (i) Vendors/Promoter fails to provide ready to move in possession of the Apartment to the 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 respects;
- (ii) Discontinuance of the Promoter's business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or

regulations made thereunder.

In case of Default by Vendors/Promoter under the conditions listed above, Allottee/s is entitled to the following:-

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

(ii) The Allottee/s shall have the option of terminating the Agreement in which case the Vendors/Promoter shall be liable to refund the entire money paid by the 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 Allottee/s does not intend to withdraw from the project or terminate the Agreement, he/she 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 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 payments for two consecutive demands made by the Vendors/Promoter 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 Vendors/Promoter on the unpaid amount at the rate specified in the Rules.

(ii) In case of Default by Allottee/s under the condition listed above continues for a period beyond consecutive months after notice from the Vendors/Promoter in this regard, the Vendors/Promoter shall cancel the allotment of the Apartment in favour of the Allottee/s and refund the amount money paid to him by the 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 Vendors/Promoter, on receipt of complete amount of the Price of the Apartment under the Agreement from the 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 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 Allottee/s authorizes the Vendors/Promoter to withhold registration of the conveyance deed in his/her favour till full and final settlement of all dues and stamp duty and registration charges to the Vendors/Promoter is made by the Allottee/s. The Allottee/s shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899 including any actions taken or deficiencies/ penalties imposed by the competent authority(ies).

11. MAINTENANCE OF THE SAID BUILDING / APARTMENT / PROJECT

The Vendors/Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the association of the Allottee/s. The cost of such maintenance has been included in the Total Price of the Apartment.

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 Vendors/Promoter as per the agreement of sale relating to such development is brought to the notice of the Vendors/Promoter within a period of 5 (five) years by the 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 Vendors/Promoter's 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. It is clarified that the above said responsibility of the Promoter shall not cover defects, damage or malfunction resulting from (i) misuse (ii) unauthorised modifications or repairs done by the Assignee or its nominee/agent (iii) case of force majeure (iv) failure to maintain the amenities/equipment (v) accident and (vi) negligent use.

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

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

14. RIGHT TO ENTER THE APARTMENT FOR REPAIRS

The Vendors/Promoter / maintenance agency /association of Allottee/s shall have rights of unrestricted access of all common areas, 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 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

Use of Service Areas: The service areas, if any, as located within the “PEARL EXOTICA”, shall be earmarked for purposes electric sub-station, transformer, underground water tanks, pump rooms, maintenance and service rooms, fire fighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Allottee/s shall not be permitted to use the services areas in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the association of Allottee/s formed by the Allottee/s for rendering maintenance services.

16. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT: Subject to Clause 12 above, the Allottee/s shall, after taking possession, be solely responsible to maintain the Apartment at his/her own cost, in good repair and condition and shall not

do or suffer to be done anything in or to the Building, or the Apartment, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Apartment and keep the Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized. The 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 / facade of the Building 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 Apartment or place any heavy material in the common passages or staircase of the Building. The Allottee/s shall also not remove any wall, including the outer and load bearing wall of the Apartment. The Allottee/s shall plan and distribute its electrical load in conformity with the electrical systems installed by the Vendors/Promoter 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 ALLOTTEE/S

The Allottee/s is entering into this Agreement for the allotment of an Apartment with the full knowledge of all laws, rules, regulations, notifications applicable to the Project in general and this project in particular. That the 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 Apartment, all the requirements, requisitions, demands and repairs which are required by any competent Authority in respect of the Apartment/ at his/her own cost.

18. ADDITIONAL CONSTRUCTIONS

The Vendors/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. VENDORS/PROMOTER SHALL NOT MORTGAGE OR CREATE CHARGE

After the Vendors/Promoter executes this Agreement they 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 Allottee/s who has taken or agreed to take such Apartment.

20. APARTMENT OWNERSHIP ACT

The Vendors/Promoter 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 Vendors/Promoter showing compliance of various laws/regulations as applicable in the State of West Bengal.

21. BINDING EFFECT

Forwarding this Agreement to the Allottee/s by the Vendors/Promoter does not create a binding obligation on the part of the Vendors/Promoter 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 Sub-Registrar as and when intimated by the Vendors/Promoter. If the Allottee/s(s) fails to execute and deliver to the Vendors/Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee/s and/or appear before the Registrar/Sub-Registrar/ registrar of Assurance for its registration as and when intimated by the Vendors/Promoter, then the Vendors/Promoter 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 booking amount 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 apartment/building, as the case may be.

23. RIGHT TO AMEND

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

24. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE/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 Project shall equally be applicable to and enforceable against any subsequent Allottee/s of the Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.

25. WAIVER NOT A LIMITATION TO ENFORCE

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

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

26. SEVERABILITY

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made 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 Apartment bears to the total carpet area of all the [Apartments/Plots] in the Project.

28. FURTHER ASSURANCES

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

29. PLACE OF EXECUTION

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

have been executed at Siliguri.

30. NOTICES

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

(ALLOTTEE/S)

(VENDORS)

- 1. SRI KAMAL PERIWAL**, son of Late Dharam Chand Periwali and
- 2. SMT. SUPRIYA PERIWAL**, wife of Sri Kamal Periwali,
35/3, Samaresh Bose Sarani, East Milanpally, Ward No. 26, Siliguri, P.O. Siliguri Bazar, P.S. Siliguri, Pin Code-734005, District Darjeeling, West Bengal.

(PROMOTER/ DEVELOPER)

MANOKAMANA DEVELOPERS,

Ground Floor, Infinity Square, 2nd Mile, Ward No. 43, P.O. Sevoke Road, P.S. Bhaktinagar, Pin Code-734001, District Jalpaiguri, West Bengal, Represented by one of its PARTNER, SRI SANDEEP AGARWAL, son of Sri Omprakash Agarwal, Resident of Punjabi Para, Ward No. 13, Siliguri, P.O. and P.S. Siliguri, Pin Code-734001, District Darjeeling, West Bengal.

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

31. JOINTALLOTTEE/S

That in case there are Joint Allottee/s all communications shall be sent by the Vendors/Promoter 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 as 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 laws of India for the time being in force.

33. DISPUTE RESOLUTION

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

Continued to next page

SCHEDULE "A"
(DESCRIPTION OF THE PROJECT LAND)

All that piece or parcel of **LAND** measuring **6 KATHA 13 CHATAK 15 SQUARE FEET**, situated within **MOUZA DABGRAM**, appertaining to and forming part of **R.S. PLOT No. 58/151**, corresponding to **L.R. PLOT No. 3**, Recorded in **R.S. KHATIAN Nos. 681/8, 681/11, 681/13 and 681/17, L.R. KHATIAN Nos. 205 and 206**, under **R.S. SHEET No. 4, L.R. SHEET No. 31**, J.L. No. 2, Pargana Baikunthapur, within the limits of **WARD No. 41** of Siliguri Municipal Corporation bearing Holding No. 360/2/1/473, **Zilla Parishad Road Bye Lane**, Police Station Bhaktinagar, District Jalpaiguri, in the State of West Bengal.

The said land is bound and butted as follows:-

By the North	:	16 Feet wide Road,
By the South	:	25 Feet wide Road,
By the East	:	Land and Building of Surajmukhi Tea,
By the West	:	Land and House of Nathmal Agarwala.

Continued to next page

SCHEDULE "B"
(DESCRIPTION OF THE APARTMENT/UNIT/FLAT)

ALL That ONE UNIT being a APARTMENT / RESIDENTIAL FLAT / UNIT BEING: -

Building Complex	:	PEARL EXOTICA
Flat/Apartment/Unit No.	:	
Floor	:	
RERA Carpet Area	:	Square Feet
Built Up Area	:	Square Feet
Super Built Up Area	:	Square Feet

TOGETHER with Right to Park _____ car measuring _____ Square Feet in the Ground Floor of the Complex as marked and specified **TOGETHER** with undivided proportionate share in the land on which the said building complex stands more particularly described in **Part I** of **Schedule-"A"** given herein above.

Continued to next page

SCHEDULE "C"
(PAYMENT SCHEDULE AND MANNER OF PAYMENT)

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

PARAMETERS	AMOUNT (Rs.)
A. Sales Consideration	: Rs. (Rupees Only)
B. Applicable Taxes (GST) @	: Rs. (Rupees Only)
TOTAL PRICE (A+B)	: Rs. (Rupees Only)

SL. NO.	PAYMENT SCHEDULE	PAYMENT %
1.	Booking	10%
2.	On Plinth Work	15%
3.	On Casting of First Floor	10%
4.	On Casting of Second Floor	10%
5.	On Casting of Third Floor	10%
6.	On Casting of Fourth Floor	10%
7.	On Casting of Fifth Floor	10%
8.	On completion of Brick Walls	10%
9.	On completion of Inner Plaster and Outer Plaster	10%
10.	Prior to handover/registration whichever is earlier	Balance Payment

Note:-

1. GST as applicable shall be paid by Allottee/s on every payment.

DRAFT SAMPLE

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2. All payments to be made by the Allottee/s under this Agreement shall be by cheque/demand draft/pay order/wire transfer/online transfer/any other instrument drawn in favour of “**MANOKAMANA DEVELOPERS**” payable at Siliguri.

3. 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 Vendors/Promoter may at its option be entitled to exercise the recourse available thereunder. Further, the Vendors/Promoter 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.

IN WITNESSES WHEREOF the Allottee/s, the Attorney of the Vendors and the Authorized Signatory of the Promoter in their good health and sound conscious mind hereto sets and subscribed his/her/their respective seal and signatures on this **Agreement of Sale** on the day, month and year first above written.

WITNESSES:-

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

1.

ALLOTTEE/S

2.

VENDORS

PROMOTER

Drafted as instructed, readover and explained to the Parties and printed in my office:

ADVOCATE