

AGREEMENT FOR SALE

This Agreement for Sale ("AGREEMENT") executed on this _____ day of _____, 2023. BY AND BETWEEN

MANOKAMANA BUILDERS & DEVELOPERS, (PAN: ABOFM8829L), a PARTNERSHIP FIRM, having its principal place of business at Sarkarpara, Siliguri, Post Office: Sevoke Road, Police Station: Bhaktinagar, PIN-734001, District: Jalpaiguri, West Bengal, India, represented by its Authorized Partner, Mr. SANDEEP AGARWAL (PAN: ACMPA3820A), (Aadhaar No: 3523 8842 9812), (Mobile No: 9800891128), s/o Mr. Omprakash Agarwal, hereinafter referred to as the "Promoter" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest and permitted assignees) of the ONE PART.

AND

Mr....., (PAN:)(Aadhaar No.), (Mobile No.), s/o, aged about:, by Nationality: Indian, by occupation:, residing at, PIN-, Post Office, Police Station, District, West Bengal, India, hereinafter, referred to as the "PURCHASER" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her/their heirs, executors, administrators, successors-in-interest and permitted assignees) of the OTHER PART.

The Promoter and the Purchaser shall hereinafter collectively be referred to as the "PARTIES" and individually as a "PARTY".

WHEREAS:

A. The Promoter has represented to the Purchaser that:

(i) By virtue of several Deeds of Conveyance of different dates, the Promoter purchased several pieces and parcels of land measuring in aggregate 0.8272Acres [equivalent to 82.72 Decimals] [equivalent to 50.13 Katha] more or less, from its lawful vendor

(hereinafter referred to as the "Said Land"), more particularly described and detailed in "Part-I" of "Schedule-A" hereto. The name of the vendor and registration particulars of the Deeds of Conveyance above referred are mentioned in "Part-II" of "Schedule-A" hereto.

(ii) The Promoter got the Said Land mutated in it's name as an Owner in the records of the B.L.&L.R.O., Rajganj, Jalpaiguri.

B. The Said Land is earmarked for the purpose of building a Residential project comprising 1 Multistoried apartment buildings and the said project shall be known as **OCEAN PEARL**.

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

D. The Siliguri Municipal Corporation has granted the commencement to develop the Project vide approval dated 11.05.2023, bearing no. **SWS-OBPAS/0104/2023/0996**.

E. The Promoter has obtained the final layout plan approvals for the Project from Siliguri Municipal Corporation. The 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.

F. The Promoter has registered the Project under the provisions of the Act with the West Bengal Real Estate Regulatory Authority at Kolkata.

G. The Purchaser had applied for an apartment in the Project and has been allotted apartment no. _____ having carpet area of _____ square feet, on _____ floor in Block no. of **OCEAN PEARL** along with garage/closed parking no. _____ admeasuring _____ square feet in the Ground Floor, 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 and the floor plan of the apartment is annexed hereto and marked as Schedule B).

H. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein.

I. 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.

J. 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.

K. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Purchaser hereby agrees to purchase the Flat and the garage/closed parking as specified in paragraph G.

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

1. TERMS:

1.1 Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Purchaser and the Purchaser hereby agrees to purchase the Flat as specified in paragraph F of the recitals.

1.2 The Total Price for the Flat based on the carpet area is Rs. _____ (Rupees _____ only ("Total Price"). The break-up and description of the Total Price which is as provided herein in the table below:

Break-up of Total Price:

Block No.

Flat No.

Floor

Area –

Rate per sq.ft. –

Misc. Charge (D.G. & Transformer) – Rs.150/- per sq.ft.

Parking Space – Rs.500,000/-

Total Price-

Taxes (GST)- As applicable

Explanation:

- i. The Total Price above includes the booking amount paid by the Purchaser to the Promoter towards the Flat;
- ii. The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of GST, if any as per law, and cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter) up to the date of handing over the possession of the Flat, Provided that in case there is any change / modification in the taxes, the subsequent amount payable by the Purchaser to the promoter shall be increased/reduced based on such change / modification;
- iii. The Promoter shall periodically intimate to the Purchaser, the amount payable as stated in (i) above and the Purchaser shall make payment within 30 (thirty) days from the date of such written intimation. In addition, the Promoter shall provide to the Purchaser the details of the taxes paid or

- demanded along with the acts/rules/ notifications together with dates from which such taxes/levies etc. have been imposed or become effective;
- iv. The Total Price of Flat includes: 1) pro rata share in the Common Areas; and 2) garage(s)/closed parking(s) as provided in the Agreement.

1.3 The Total Price is escalation-free, save and except increases which the Purchaser hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Purchaser for increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Purchaser, which shall only be applicable on subsequent payments.

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

1.5 The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Purchaser by discounting such early payments @ 6 % 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 a Purchaser by the Promoter.

1.6 It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described therein in respect of the Flat, without the previous written consent of the Purchaser. Provided that the Promoter may make

such minor additions or alterations as may be required by the Purchaser, or such minor changes or alterations as per the provisions of the Act.

1.7 The Promoter shall confirm the final carpet area that has been allotted to the Purchaser after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Purchaser within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Purchaser. If there is any increase in the carpet area allotted to Purchaser, the Promoter shall demand that from the Purchaser 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.

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

- (i) The Purchaser shall have exclusive ownership of the Flat;
- (ii) The Purchaser shall also have undivided proportionate share in the Common Areas. Since the share / interest of Purchaser in the Common Areas is undivided and cannot be divided or separated, the Purchaser shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. Further, the right of the Purchaser 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 Purchasers as provided in the Act;

- (iii) That the computation of the price of the Flat includes recovery of price of land, construction of the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, fire detection and firefighting equipment in the common areas etc. and includes cost for providing all other facilities as provided within the Project. It is made clear by the Promoter and the Purchaser agrees that the Flat 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 Purchaser. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Purchasers of the Project.
- (iv) It is understood by the Purchaser that all other areas and i.e. areas and facilities falling outside the Project, namely **OCEAN PEARL** 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.
- (v) The Promoter agrees to pay all outgoings before transferring the physical possession of the Flat to the Purchasers, which it has collected from the Purchasers, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the project). If the Promoter fails to pay all or any of the outgoings collected by it from the Purchasers or any liability, mortgage loan and interest thereon before transferring the apartment to the Purchasers, the 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 therefore by such authority or person.

(vi) The Purchaser has paid a sum of Rs _____, (Rupees _____ only) as booking amount being part payment towards the Total Price of the Flat at the time of application the receipt of which the Promoter hereby acknowledges and the Purchaser hereby agrees to pay the remaining price of the Flat as prescribed in the Payment Plan as may be demanded by the Promoter within the time and in the manner specified therein.

Provided that if the Purchaser 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 Promoter abiding by the construction milestones, the Purchaser shall make all payments, on demand by the Promoter, within the stipulated time as mentioned in the Payment Plan through A/c Payee cheque/demand draft or online payment (as applicable) in favour of 'MANOKAMANA BUILDERS & DEVELOPERS' payable at Siliguri.

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES

3.1 The Purchaser, 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 Promoter with such permission, approvals which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments

thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Purchaser 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.

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

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS

The Purchaser authorizes the 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 Promoter may in its sole discretion deem fit and the Purchaser undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

5. TIME IS ESSENCE

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

6. CONSTRUCTION OF THE PROJECT/ APARTMENT

The Purchaser has seen the specifications of the Flat and accepted the Payment Plan, floor plans, layout plans [annexed along with this Agreement] which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the Siliguri Municipal Corporation and shall not have an option to make any variation /alteration /modification in such plans, other than in the manner provided under the Act, and breach of this term by the Promoter shall constitute a material breach of the Agreement.

7. POSSESSION OF THE FLAT

7.1 Schedule for possession of the said Flat: The Promoter agrees and understands that timely delivery of possession of the Flat is the essence of the Agreement. The Promoter, based on the approved plans and specifications, assures to hand over possession of the Flat on or before **31.05.2027**, unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project ("Force Majeure"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Purchaser agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Flat, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Purchaser agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Purchaser the entire amount received by the Promoter from the allotment within 45 days from that date. After refund of the money paid by the Purchaser, Purchaser agrees that he/ she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

7.2 Procedure for taking possession: The Promoter, upon obtaining the occupancy certificate from the competent authority shall offer in writing the possession of the Flat, to the Purchaser in terms of this Agreement to be taken within 3 (three months from the date of issue of such notice and the Promoter shall give possession of the Flat to the Purchaser. The Promoter agrees and undertakes to indemnify the Purchaser in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Purchaser agree(s) to pay the maintenance charges as determined by the Promoter/association of Purchasers, as the case may be. The Promoter on its behalf shall offer the possession to the Purchaser in writing within 30 days of receiving the occupancy certificate of the Project.

7.3 Failure of Purchaser to take Possession of Flat: Upon receiving a written intimation from the Promoter as per clause 7.2, the Purchaser shall take possession of the Flat from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Flat to the Purchaser. In case the Purchaser fails to take possession within the time provided in clause 7.2, such Purchaser shall continue to be liable to pay maintenance charges as applicable.

7.4 Possession by the Purchaser: After obtaining the occupancy certificate and handing over physical possession of the Flat to the Purchaser, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common areas, to the association of the Purchasers or the competent authority, as the case may be, as per the local laws.

7.5 Cancellation by Purchaser: The Purchaser shall have the right to cancel/withdraw his allotment in the Project as provided in the Act: Provided that where the Purchaser proposes to cancel/withdraw from the project without any fault of the promoter, the promoter herein is entitled to forfeit the booking amount paid for the allotment. The balance amount of money paid by the Purchaser shall be returned by the promoter to the Purchaser within 45 days of such cancellation.

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

Except for occurrence of a Force Majeure event, if the promoter fails to complete or is unable to give possession of the Flat (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 Promoter shall be liable, on demand to the Purchasers, in case the Purchaser 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 Flat, with interest at the rate specified in the Rules within 45 days including compensation in the manner as provided under the Act.

Provided that where if the Purchaser does not intend to withdraw from the Project, the Promoter shall pay the Purchaser interest at the rate specified in the Rules for every month of delay, till the handing over of the possession of the Flat.

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

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

- (i) The Promoter has absolute, clear and marketable title with respect to the said Land; the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;
- (ii) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- (iii) There are no encumbrances upon the said Land or the Project;
- (iv) There are no litigations pending before any Court of law with respect to the said Land, Project or the Flat;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Flat are valid and subsisting and have

- been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Building and Flat and common areas;
- (vi)** The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Purchaser created herein, may prejudicially be affected;
 - (vii)** The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Land, including the Project and the said Flat which will, in any manner, affect the rights of Purchaser under this Agreement;
 - (viii)** The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Flat to the Purchaser in the manner contemplated in this Agreement;
 - (ix)** At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the Flat to the Purchaser and the common areas to the Association of the Purchasers;
 - (x)** The Schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Schedule Property;
 - (xi)** The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;
 - (xii)** No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoter in respect of the said Land and/or the Project;
 - (xiii)** That the property is not Waqf property.

9. EVENTS OF DEFAULTS AND CONSEQUENCES

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

- (i) Promoter fails to provide ready to move in possession of the Flat to the Purchaser 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.

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

- (i) Stop making further payments to Promoter as demanded by the Promoter. If the Purchaser stops making payments, the Promoter shall correct the situation by completing the construction milestones and only thereafter the Purchaser be required to make the next payment without any penal interest; or
- (ii) The Purchaser shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Purchaser under any head whatsoever towards the purchase of the apartment, along with interest at the rate specified in the Rules within forty-five days of receiving the termination notice: Provided that where an Purchaser does not intend to withdraw from the project or terminate the Agreement, he shall be paid, by the promoter, interest at the rate specified in the Rules, for every month of delay till the handing over of the possession of the Flat.

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

(i) In case the Purchaser fails to make payments for 2 (two) consecutive demands made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard the Purchaser shall be liable to pay interest to the promoter on the unpaid amount at the rate specified in the Rules.

(ii) In case of Default by Purchaser under the condition listed above continues for a period beyond consecutive months after notice from the Promoter in this regard, the Promoter shall cancel the allotment of the Flat in favour of the Purchaser and refund the amount money paid to him by the Purchaser by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated.

10. CONVEYANCE OF THE SAID APARTMENT

The Promoter, on receipt of complete amount of the Price of the Flat under the Agreement from the Purchaser, shall execute a conveyance deed and convey the title of the Flat together with proportionate indivisible share in the Common Areas within 3 (three) months from the issuance of the occupancy certificate. However, in case the Purchaser fails to deposit the stamp duty, registration charges and all other incidental and legal expenses etc. so demanded within the period mentioned in the demand letter, the Purchaser authorizes the 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 Promoter is made by the Purchaser. The Purchaser 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 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 Purchasers. The cost of such maintenance has been included in the Total Price of the Flat.

12. DEFECT LIABILITY

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

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

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

14. RIGHT TO ENTER THE APARTMENT FOR REPAIRS

The Promoter / maintenance agency /association of Purchasers shall have rights of unrestricted access of all Common Areas, garages/closed parking's and parking spaces for providing necessary maintenance services and the Purchaser agrees to permit the association of Purchasers and/or maintenance agency to enter into the Flat 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 Basement and Service Areas:

The basement(s) and service areas, if any, as located within the **OCEAN PEARL**, shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, fire fighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Purchaser shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the association of Purchasers formed by the Purchasers for rendering maintenance services.

16. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT:

16.1 Subject to Clause 12 above, the Purchaser shall, after taking possession, be solely responsible to maintain the Flat 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 Flat, 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 Flat and keep the Flat, 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.

16.2 The Purchaser 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 Purchasers shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Purchaser shall not store any hazardous or combustible goods in the Flat or place any heavy material in the common passages or staircase of the Building. The Purchaser shall also not remove any wall, including the outer and load bearing wall of the Flat.

16.3 The Purchaser shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the association of Purchasers

and/or maintenance agency appointed by association of Purchasers. The Purchaser 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 PURCHASER

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

18. ADDITIONAL CONSTRUCTIONS

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

19. PROMOTER SHALL NOT MORTGAGE OR CREATE CHARGE

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

20. APARTMENT OWNERSHIP ACT

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

21. BINDING EFFECT

Forwarding this Agreement to the Purchaser by the Promoter does not create a binding obligation on the part of the Promoter or the Purchaser until, firstly, the Purchaser 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 Purchaser and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter. If the Purchaser(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Purchaser and/or appear before the Registrar/Sub-Registrar/ registrar of Assurance for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Purchaser for rectifying the default, which if not rectified within 30(thirty) days from the date of its receipt by the Purchaser, application of the Purchaser shall be treated as cancelled and all sums deposited by the Purchaser in connection therewith including the booking amount shall be returned to the Purchaser without any interest or compensation whatsoever.

22. ENTIRE AGREEMENT

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

23. RIGHT TO AMEND

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

24. PROVISIONS OF THIS AGREEMENT APPLICABLE ON PURCHASER / SUBSEQUENT PURCHASERS

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 Purchasers of the Flat, in case of a transfer, as the said obligations go along with the Flat for all intents and purposes.

25. WAIVER NOT A LIMITATION TO ENFORCE

The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Purchaser 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 Purchaser that exercise of discretion by the Promoter in the case of one Purchaser shall not be construed to be a precedent and /or binding on the Promoter to exercise such discretion in the case of other Purchasers. Failure on the part of the Promoter to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

26. SEVERABILITY

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made 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 Purchaser has to make any payment, in common with other Purchaser(s) in Project, the same shall be the proportion which the carpet area of the Flat bears to the total carpet area of all the Flats 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 Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Purchaser. After the Agreement is duly executed by the Purchaser and the 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, West Bengal.

30. NOTICES

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

Manokamana Builders & Developers,
Panjabipara,
Siliguri- 734001
West Bengal
Ph-
Email-

Name of Purchaser _____

(Purchaser Address)

It shall be the duty of the Purchaser and the promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the promoter or the Purchaser, as the case may be.

31. JOINT PURCHASERS

That in case there are Joint Purchasers all communications shall be sent by the Promoter to the Purchaser 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 Purchasers.

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 additional terms and conditions as per the contractual understanding between the Parties are recorded hereunder. However, it is expressly clarified that such additional terms and conditions are not in derogation of or inconsistent with the terms and conditions set out above or the Act and the Rules and Regulations made thereunder.]

34. TAXES:

- i. All prices, rates, fees and charges etc. mentioned in this Agreement for Sale are exclusive of any applicable taxes, cess, duties, levies etc. (both present and future) imposed by any appropriate authority (ies) which shall be payable separately by the Purchaser.
- ii. Under the Income-tax Act and/or the rules framed thereunder, in case the consideration/price of any Flat is more than Rs.50 lakhs, then, and in such event, the Purchaser of such Flat shall be required to deduct tax from the payment to be made to the Promoter at the applicable rates as prescribed in the Act and/or the rules and shall also be required to deposit the tax so deducted with such authority and in such manner as may be so prescribed and the Purchaser will also be under obligation to give the Promoter the certificate for the amount of tax so deducted and deposited by the Purchaser in such form and in such manner and containing such particulars as may be prescribed under the Income-tax Act and/or the rules framed thereunder.

35. MISCELLANEOUS:

35.1 THE PURCHASER DOTH HEREBY AGREE WITH THE PROMOTER as follows:

- i. The Purchaser shall observe and perform all the terms, covenants and conditions in respect of the Project as well as Common Areas.
- ii. The Purchaser shall not cause nuisance or annoyance to the adjoining Purchasers and occupants.
- iii. The Purchaser shall indemnify and keep indemnified the Promoter against any loss, costs, charges and expenses that it may suffer or incur on account of breach of any law, rules and regulations of the appropriate Government or any local authority, or breach of any term or covenant of the Agreement or of these presents.
- iv. The Purchaser shall pay and discharge in entirety or proportionately (as the case may be) from the deemed date of possession all existing and future municipal /panchayat

rates, taxes, land revenues, assessments, impositions and outgoings (including interest, penalties in case of delayed payment, charges, claims etc.) whatsoever which now are or in the future shall be imposed or charged upon the Flat and/or the Project which may be assessed, charged or imposed upon either on the Promoter or the Purchaser or occupier thereof whether in respect of the Flat or the Project and the Common Areas in accordance with the provisions of relevant laws.

v. The Purchaser shall comply with all applicable laws, rules and regulations, notifications and circulars for use, enjoyment and possession of the Flat and the Project/Common Areas and to keep the Promoter saved harmless and indemnified for all losses claims and demands which the Promoter may suffer or be put to by reason of any breach or alleged breach of this covenant.

vi. The Purchaser shall make regular payments for consumption of electricity, water and other services and/or utilities supplied to or obtained for the Flat and/or the Project/Common Areas and to keep the Promoter saved harmless and indemnified in this regard. In the event there are any amounts outstanding with respect to water and electricity or any other utilities or facilities or services consumed or availed for the Flat and/or the Project and/or the Common Areas, the Purchaser shall be liable to make payments for the same to the concerned authority.

vii. The Purchaser shall not use or allow the Flat for any illegal or immoral purposes or for any noisy or offensive trade or business.

viii. The Purchaser shall pay wholly in respect of the Flat and proportionately in respect of the Project Common Areas and the Shared Common Areas the Maintenance Charges, electricity charges, DG Back Up Charges and all levies, duties, charges, surcharges, rates, taxes and outgoings including GST, betterment and/or development charges under any statute, rule or regulation.

ix. The Purchaser shall get the said Flat mutated in his name and/or separately assessed by the local competent authority.

x. The Purchaser shall pay all future betterment charges etc. relating to the said Flat and/or the Project Common Areas and/or the Shared Common Areas.

xi. The Purchaser represents and warrants that it has inspected and understood the plans comprising the proposed sanctioned plan, specifications of the Flat and has accepted the layout plan, payment plan and the specifications, amenities and facilities described in this Agreement.

xii. The Purchaser shall, after taking possession, be solely responsible to maintain the Flat at his/her own cost in good repair and condition.

35.2 In addition to what has been agreed in clause 12 above, the Promoter shall not be liable to compensate if the defect is attributable to any acts or omissions or commissions of the Purchaser (or any person appointed by him or acting under him or under his instructions) or arising due to any normal wear and tear or due to reasons not solely attributable to the Promoter.

Notwithstanding anything herein contained it is hereby expressly agreed and understood that in case the Purchaser, without first notifying the Promoter and without giving the Promoter the reasonable opportunity to inspect, assess and determine the nature of purported defect in the Flat, alters the state and condition of the area of the purported defect, then the Promoter shall be relieved of its obligations.

The Purchaser further specifically agrees and understands as follows:

The responsibility of the Promoter shall not cover defects, damage, or malfunction resulting from:

(i) misuse or negligent use;

(ii) unauthorized modifications or repairs done by the Purchaser(s) or its nominee(s)/agent(s);

(iii) cases of force majeure;

(iv) failure to maintain the amenities/equipment's and

(v) accidents.

35.3 IN ADDITION TO WHATEVER HAS BEEN SPECIFICALLY AGREED IN CLAUSE 11 ABOVE, THE PARTIES AGREE AS FOLLOWS:

(i) Electricity Supply: The Promoter will do the needful to provide electricity in the Project, however, the Purchaser, at its own cost, will complete the formalities for installing their own electric meter in the Flat and the Promoter will assist/ guide in respect of the same.

(ii) Diesel Generator Power Back-up: Provision has been made for the installation of Diesel Generator (“DG”) for power backup to run the basic facilities at the Project/Complex. In addition to that, DG back up facility is also being made available for every Flat to run basic electrical appliances viz light, fan, television.

SCHEDULE-“A”

“Part-I”

(Said Land)

All That piece and parcel of land measuring 0.8272 Acre [equivalent to 82.72 Decimals] [equivalent to 50.13 Katha] more or less, contained in R.S. Dag No. 472 corresponding to L.R. Dag Nos. 72, 54/55, recorded in R.S. Khatian No. 622 corresponding to L.R. Khatian No. 174, 155, L.R. Sheet Nos. 37, 402, in Mouza: Dabgram, J.L. No. 2, Police Station: Bhaktinagar, District: Jalpaiguri, PIN: 734001, West Bengal, Additional District Sub-Registration Office at Bhaktinagar, and butted and bounded as follows:

North: 17 Feet wide pucca road;

South: Govt. acquired land;

East: In part Govt. acquired land & in other part land of others;

West: Sold land of Ramendra Chandra Sarkar.

Part-II
(List of Purchased Land)

1. Land measuring 7(seven) Katha, part of R.S. Plot No. 472 corresponding to L.R. Plot No. 72, recorded in R.S. Khatian No. 622 corresponding to L.R. Khatian No. 174, Sheet No. 8(R.S.) 37(L.R.), being Document No. 071104586 for the year 2020, registered in the office of ADSR Bhaktinagar on 11.11.2020, Book No. 1, Volume No. 0711-2020, Pages from 124681 to 124703, executed by Sri Bijay Kumar Prasad of Siliguri.
2. Land measuring 4(four) Katha, part of R.S. Plot No. 472 corresponding to L.R. Plot No. 72, recorded in R.S. Khatian No. 622 corresponding to L.R. Khatian No. 174, Sheet No. 8(R.S.) 37(L.R.), being Document No. 071104718 for the year 2020, registered in the office of ADSR Bhaktinagar on 13.11.2020, Book No. 1, Volume No. 0711-2020, Pages from 127658 to 127679, executed by Sri Bijay Kumar Prasad of Siliguri.
3. Land measuring 2.463(two point four six three) Katha, part of R.S. Plot No. 472 corresponding to L.R. Plot No. 54/55, recorded in R.S. Khatian No. 622 corresponding to L.R. Khatian No. 155, Sheet No. 8(R.S.) 40(L.R.), being Document No. 071104726 for the year 2020, registered in the office of ADSR Bhaktinagar on 13.11.2020, Book No. 1, Volume No. 0711-2020, Pages from 127741 to 127762, executed by Sri Bijay Kumar Prasad of Siliguri.
4. Land measuring 7(seven) Katha, part of R.S. Plot No. 472 corresponding to L.R. Plot No. 72, recorded in R.S. Khatian No. 622 corresponding to L.R. Khatian No. 174, Sheet No. 8(R.S.) 37(L.R.), being Document No. 071104826 for the year 2020, registered in the office of ADSR Bhaktinagar on 25.11.2020, Book No. 1, Volume No. 0711-2020, Pages from 130796 to 130817, executed by Sri Bijay Kumar Prasad of Siliguri.

5. Land measuring 7(seven) Katha, part of R.S. Plot No. 472 corresponding to L.R. Plot No. 72, recorded in R.S. Khatian No. 622 corresponding to L.R. Khatian No. 174, Sheet No. 8(R.S.) 37(L.R.), being Document No. 071105432 for the year 2020, registered in the office of ADSR Bhaktinagar on 15.12.2020, Book No. 1, Volume No. 0711-2020, Pages from 145800 to 145825, executed by Sri Bijay Kumar Prasad of Siliguri.
6. Land measuring 7(seven) Katha, part of R.S. Plot No. 472 corresponding to L.R. Plot No. 72, recorded in R.S. Khatian No. 622 corresponding to L.R. Khatian No. 174, Sheet No. 8(R.S.) 37(L.R.), being Document No. 071102011 for the year 2021, registered in the office of ADSR Bhaktinagar on 01.03.2021, Book No. 1, Volume No. 0711-2021, Pages from 56073 to 56098, executed by Sri Bijay Kumar Prasad of Siliguri.
7. Land measuring 7(seven) Katha, part of R.S. Plot No. 472 corresponding to L.R. Plot No. 72, recorded in R.S. Khatian No. 622 corresponding to L.R. Khatian No. 174, Sheet No. 8(R.S.) 37(L.R.), being Document No. 071102810 for the year 2021, registered in the office of ADSR Bhaktinagar on 24.03.2021, Book No. 1, Volume No. 0711-2021, Pages from 77584 to 77607, executed by Sri Bijay Kumar Prasad of Siliguri.
8. Land measuring 3.917(three point nine one seven) Katha, part of R.S. Plot No. 472 corresponding to L.R. Plot No. 72, recorded in R.S. Khatian No. 622 corresponding to L.R. Khatian No. 174, Sheet No. 8(R.S.) 37(L.R.), being Document No. 071104149 for the year 2021, registered in the office of ADSR Bhaktinagar on 28.06.2021, Book No. 1, Volume No. 0711-2021, Pages from 112397 to 112420, executed by Sri Bijay Kumar Prasad of Siliguri.
9. Land measuring 4(four) Katha 11(eleven) Chhatak 41(forty one) sq.ft., part of R.S. Plot No. 472 corresponding to L.R. Plot No. 72, recorded in R.S. Khatian No. 622 corresponding to L.R. Khatian No. 174, Sheet No. 8(R.S.) 37(L.R.), being Document No. 071104196 for the year 2021, registered in

the office of ADSR Bhaktinagar on 30.06.2021, Book No. 1, Volume No. 0711-2021, Pages from 112868 to 112891, executed by Sri Bijay Kumar Prasad of Siliguri.

SCHEDULE-“B”
[FLOOR PLAN OF THE FLAT]

One Residential Flat Super built up area measuring **Sq.ft.** at **Floor** of Block as Flat and closed Private Car parking space measuring **Sq.ft.** (approx) at Ground Floor in **OCEAN PEARL** standing on the land describe in Schedule A above.

SCHEDULE-“C”
[PAYMENT PLAN]

Payment Schedule:

Booking Amount - 10%
On Completion of Plinth Work- 15%
On completion of 1st Floor Roof casting- 10%
On completion of 2nd Floor Roof casting- 10%
On completion of 3rd Floor Roof casting- 10%
On completion of 4th Floor Roof casting- 10%
On completion of 5th Floor Roof casting- 10%
On completion of Brick Wall- 10%
On completion of Inner plaster & outer plaster- 10%
On or Before Possession 5% Plus Other Charges

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

**SIGNED AND DELIVERED BY THE WITHIN NAMED:
PROMOTER:
For MANOKAMANA BUILDERS & DEVELOPERS**

(Authorized Signatory)

Name:

Address:

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

Signature_____

Name_____

Address_____

At _____ on _____ in the presence of:

WITNESSES:

1. Signature _____

Name_____

2. Signature _____

Name _____