

AGREEMENT

1. Date: _____

2. Place: Siliguri

BY AND BETWEEN

1. SRI PROMODE GARG (PAN:AGUPG1645F) S/o Jodhraj Agarwal, Hindu by religion, Indian by Nationality, Business by Occupation, resident of Kalawati Sadan, Neli Sengupta Sarani, Babupara, Ward No. 27, Siliguri – 734004, P.O. & P.S. Siliguri, District - Darjeeling in the State of West Bengal.

2. SMT SHARMILA GARG (PAN: AGTPG6492K) W/o Promode Garg, Hindu by religion, Indian by Nationality, Business by Occupation, resident of Kalawati Sadan, Neli Sengupta Sarani, Babupara, Ward No. 27, Siliguri – 734004, P.O. & P.S. Siliguri, District - Darjeeling in the State of West Bengal.

3. SRI RATAN KUMAR AGARWAL (PAN: AFJPA8953V) S/o Jodhraj Agarwal, Hindu by religion, Indian by Nationality, Business by Occupation, resident of Neli Sengupta Sarani, Babupara, Ward No. 27, Siliguri – 734004, P.O. & P.S. Siliguri, District - Darjeeling in the State of West Bengal.

4. SMT BABITA AGARWAL (PAN: AFJPA8954M) W/o Ratan Kumar Agarwal, Hindu by religion, Indian by Nationality, Business by Occupation, resident of Neli Sengupta Sarani, Babupara, Ward No. 27, Siliguri – 734004, P.O. & P.S. Siliguri, District - Darjeeling in the State of West Bengal.

--- hereinafter jointly and collectively called the **VENDORS/ FIRST PARTY/ LAND OWNERS** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include their heirs, executors, administrators, successors-in-interest and permitted assignees) of the **ONE PART**. Vendors No. 2, 3 & 4 hereof **SMT SHARMILA GARG, SRI RATAN KUMAR AGARWAL & SMT BABITA AGARWAL** are represented by their Constituted Attorney **SRI SUSHIL KUMAR MITTAL (PAN: AUAPM6096Q)** S/o Late Gangadhar Agarwal, Hindu by religion, Indian by Nationality, Business by Occupation, resident of Shanti Warehousing Corp, 3rd Mile, Sevoke Road, Siliguri-734008, P.O. Salugara, P.S. Bhaktinagar in the District of Jalpaiguri, duly appointed by virtue of a Power of Attorney, registered in the Office of the Additional District Sub-Registrar, Siliguri-II at Bagdogra and recorded in Book No. I, Volume No. 0403-2022, Page from 112623 to 112649 being document No. 040304814 for the year 2022.

AND

1 _____,
2 _____,
Indian by Nationality, _____ by faith, _____ by Occupation, residing at _____, Siliguri,-_____, P.O. _____ & P.S. _____ Bhaktinagar, District- Jalpaiguri hereinafter jointly and collectively called the **PURCHASER/SECOND PARTY** (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 **SECOND PART**.

AND

Whereas, SGMG CONSTRUCTION PRIVATE LIMITED, A Private Limited, Company incorporated under the provision of Companies Act, bearing certificate of Incorporation No. U70101WB2005PTC103888 Dated 23.06.2005 having its registered Office at C/o Sushil Kumar Mittal, Cosmos Valley, B.S.F Road, Salugara, Siliguri-734008, P.O. Salugara, P.S. Bhaktinagar in the District of Jalpaiguri --- hereinafter called **DEVELOPER/THIRD PARTY** (which expression shall mean and include unless excluded by or repugnant to the context its office bearers, executors, successors, administrators, representatives and assigns) of the **OTHER PART** represented by one of its Director duly authorized for this purpose **SRI SUSHIL KUMAR MITTAL (PAN: AUAPM6096Q)** S/o Late Gangadhar Agarwal, Hindu by religion, Indian by Nationality, Director of the above named company, Business by Occupation, resident of Shanti Warehousing Corp., 3rd Mile, Sevoke Road, Siliguri-734008, P.O. Sevoke Road, P.S. Bhaktinagar, District - Jalpaiguri in the State of West Bengal.

The Vendors, Purchaser and Developer shall hereinafter collectively be referred to as the “**Parties**” and individually as a “**Party**”.

WHEREAS Land Owner No. 3 and 4 hereof **SRI RATAN KUMAR AGARWAL & SMT BABITA AGARWAL** along with **NIRMAL AICH & KAMAL AICH** jointly acquired a piece and parcel of land measuring 0.20 Acre appertaining to R.S. Plot No. 16/53 corresponding to L.R. Plot No. 31, recorded in L.R. Khatian No. 261 of Mouza–Malahar in the District of Darjeeling by virtue of registered Deed of conveyance executed by **SULOCHANA DEVI** and registered at the office of Additional District Sub-Registrar, Siliguri-II at Bagdogra and recorded in Book No. I, CD Volume No. 1, Pages 278 to 293, being Document No. 00023 for the year 2012.

AND WHEREAS Land Owner No. 3 and 4 hereof **SRI RATAN KUMAR AGARWAL & SMT BABITA AGARWAL** along with **NIRMAL AICH & KAMAL AICH** jointly acquired a piece and parcel of land measuring 0.30 Acre appertaining to R.S. Plot No. 16/53 corresponding to L.R. Plot No. 31, recorded in L.R. Khatian No. 261 of Mouza–Malahar in the District of Darjeeling by virtue of registered Deed of conveyance jointly executed by **SULOCHANA DEVI** and registered at the office of Additional District Sub-Registrar Siliguri-II at Bagdogra and recorded in Book No. I, CD Volume No. 21, Pages 1 to 17, being Document No. 08143 for the year 2011.

AND WHEREAS possessing the aforesaid landed property abovenamed Land Owners/ First Party hereof duly mutated their name at the office of B.L. & L.R.O., Matigara, and Land Owner No. 3 hereof **SRI RATAN KUMAR AGARWAL** got his name recorded in L.R. Khatian No. 580, Land Owner No. 3 hereof **SMT BABITA AGARWAL** got her name recorded in L.R. Khatian No. 581, **NIRMAL AICH** got his name recorded in L.R. Khatian No. 578 and **KAMAL AICH** got his name recorded in L.R. Khatian No. 579 of Mouza-Mouza-Malahar in the District of Darjeeling.

AND WHEREAS possessing the aforesaid landed property abovenamed First Party/Land Owner No. 3 and 4 hereof **SRI RATAN KUMAR AGARWAL & SMT BABITA AGARWAL** along with **NIRMAL AICH & KAMAL AICH** hereof duly converted their mutated land from Rupni to Township from the office of S.D.L & L.R.O., Siliguri, vide Memo No. 657, 658, 659 & 661 Dated 11/04/2018 in respect of land measuring 50 Decimal

appertaining to forming part of L.R. Plot No. 31, recorded in L.R. Khatian No. 578, 579, 580 & 581 of Mouza-Mouza-Malahar in the District of Darjeeling.

AND WHEREAS Owner No. 1 and 2 hereof **SRI PROMODE GARG & SMT SHARMILA GARG** along with **SAMIR AICH & MITHU AICH** acquired piece and parcel of land measuring 0.03 Acre appertaining to and forming part of R.S. Plot No. 16/53 corresponding to L.R. Plot No. 31, recorded in old Khatian No. 261 corresponding to L.R. Khatian No. 578, 579, 580 & 581 of Mouza – Malahar in the District of Darjeeling and Land Owner No. 3 and 4 hereof **SRI RATAN KUMAR AGARWAL & SMT BABITA AGARWAL** along with **NIRMAL AICH & KAMAL AICH** acquired piece and parcel of land measuring 0.03 Acre appertaining to and forming part of Plot No. 223 corresponding to L.R. Plot No. 467, recorded in old Khatian No. 1145, 1709 corresponding to L.R. Khatian No. 1779, 1780, 1781 & 1782 of Mouza – Mahishmari in the District of Darjeeling by virtue of registered Deed of Exchange executed in Between themselves and registered at the office of the Additional District Sub-Registrar, Siliguri-II at Bagdogra and recorded in Book No. I, Volume No. 0403-2018, Pages 17236 to 17258, being Document No. 040300846 for the year of 2018, supported by Deed of Declaration registered at the office of the Additional District Sub-Registrar, Siliguri-II at Bagdogra and recorded in Book No. IV, Volume No. 0403-2018, Pages 2882 to 2903, being Document No. 040300205 for the year 2018.

WHEREAS Landowner No. 1 and 2 hereof **SRI PROMODE GARG & SMT SHARMILA GARG** acquired a piece and parcel of land measuring 0.10 Acre appertaining to and forming part of R.S. Plot No. 16/53 corresponding to L.R. Plot No. 31, recorded in R.S. Khatian No. 12 corresponding to L.R. Khatian No. 261 (old), 578 & 579 (new) of Mouza – Malahar in the District of Darjeeling by virtue of a registered Deed of Conveyance jointly executed by **NIRMAL AICH & KAMAL AICH** and registered at the office of the Additional District Sub-Registrar, Siliguri-II at Bagdogra and recorded in Book No. I, Volume No. 0403-2022, Pages 40428 to 40452, being Document No. 040301287 for the year of 2022.

AND WHEREAS Landowner No. 1 and 2 hereof **SRI PROMODE GARG & SMT SHARMILA GARG** also acquired a piece and parcel of land measuring 0.01 Acre appertaining to and forming part of R.S. Plot No. 223 corresponding to L.R. Plot No. 467, recorded in Khatian No. 1145 (old), 2367 (New) of Mouza–Mahishmari in the District of Darjeeling and land measuring 0.14 Acre appertaining to and forming part of R.S. Plot No. 16/53 corresponding to L.R. Plot No. 31, recorded in R.S. Khatian No. 12 corresponding to L.R. Khatian No. 261 (old), 578 & 579 (New) of Mouza – Mahalar in the District of Darjeeling by virtue of registered Deed of Conveyance jointly executed by **NIRMAL AICH & KAMAL AICH** and registered at the office of the Additional District Sub-Registrar, Siliguri-II at Bagdogra and recorded in Book No. I, Volume No. 0403-2022, Pages 40453 to 40478, being Document No. 040301288 for the year of 2022.

AND WHEREAS Landowner No. 1 and 2 hereof **SRI PROMODE GARG & SMT SHARMILA GARG** also acquired a piece and parcel of land measuring 0.005 Acre appertaining to and forming part of R.S. Plot No. 223 corresponding to L.R. Plot No. 467, recorded in Khatian No. 1145 (old), 2367 (New) of Mouza–Mahishmari in the District of Darjeeling by virtue of registered Deed of Conveyance jointly executed by **NIRMAL AICH &**

KAMAL AICH and registered at the office of the Additional District Sub-Registrar, Siliguri-II at Bagdogra and recorded in Book No. I, being Document No. 040302627 for the year of 2022.

AND WHEREAS possessing the aforesaid landed property abovenamed First Party/Land Owner hereof duly mutated their name at the office of B.L. & L.R.O., Matigara, and got their name recorded in L.R. Khatian No. 580, 581, 1072 & 1073 in respect of land measuring 47 Decimal of L.R. Plot No. 31 of Mouza-Malahar in the District of Darjeeling and also got their name recorded in L.R. Khatian No. 2373, 2374 & 2762 in respect of land measuring 3 Decimal of L.R. Plot No. 467 of Mouza-Mahismari in the District of Darjeeling.

AND WHEREAS in the manner aforesaid the First Party hereof **SRI PROMODE GARG, SMT SHARMILA GARG, SRI RATAN KUMAR AGARWAL & SMT BABITA AGARWAL** become sole, absolute and exclusive owner of Land measuring 47 Decimal appertaining to and forming part of R.S. Plot No. 16/53 corresponding to L.R. Plot No. 31, recorded in R.S. Khatian No. 12 corresponding to L.R. Khatian No. 580, 581, 1072 & 1073 of Mouza – Malahar, J.L. No. 46, Paragana – Patharghata in the District of Darjeeling and 3 Decimal appertaining to forming part of R.S. Plot No. 223 corresponding to L.R. Plot No. 467, recorded in old khatian No. 1145 corresponding to L.R. Khatian No. 2373, 2374 & 2762 of Mouza-Mahismari, J.L. No. 47, Pargana-Patharghata in the District of Darjeeling permanent, heritable and transferable right, title and interest in the said land.

The Siliguri Jalpiguri Development Authority has granted the Land Use Certificate to the Vendors hereof **SRI PROMODE GARG, SMT SHARMILA GARG, SRI RATAN KUMAR AGARWAL & SMT BABITA AGARWAL** to Develop the Project vide Memo No. **9761/SJDA** dated 14/09/2022.

The Vendors hereof have got the Building Plan approved from Executive Officer Matigara Panchayat Samity vide building Plan Order No. 28 MPS Dated 20/01/2023 for B+G+V Storied Residential Cum Commercial Building as more particularly described in the Schedule A below.

The First Party above named being desirous of constructing multi-storied Building or block by block-wise separated Residence Building for purpose of Assigning them on ownership basis to various intending customers/buyers on the aforesaid land but not being in a position to put their contemplation and scheme into action due to lack of experience, were in search of a developer who could construct the residential Building for mutual benefit.

The Developer hereof and its Director are a bona-fide and renowned developer/ promoter having experience in design and construction and adequate resources of finance in construction of multistoried building and has got standing goodwill and reputation to collect/ advance/securities during the tenure of construction.

The First Party came to know about the credential of the Developer, the First Party approaches the Developer to construct Multistoried residential Building/Apartment on the Scheduled – A land as fully described in the schedule given below either building wise/block wise on the basis of the map approved by the competent authority or as to be mutually agreed upon by both the parties taking into account or consideration the maximum utility of the land. The Developer shall do all such construction from its own resources, efforts and endeavors and shall recover the

investment cost by selling/leasing the Premises/Unit/construction blocks/ building/ utility areas/common spaces to the intending buyers/ purchasers/ companies/ organizations/ co-operatives and/or as deemed fit from its allocated share.

That in order to avoid future disputes and misunderstandings the First Party and the Developer hereof enter into a development agreement containing mutually agreed terms and conditions as laid down in the **DEVELOPMENT AGREEMENT** dated 21/03/2022 and registered in the office of the Additional District Sub Registrar, Siliguri II at Bagdogra, recorded in Book No. I, Volume No.0403-2022, Document No. 040303132 for the year 2022.

The First Party, vide **POWER OF ATTORNEY** registered at the office of A.D.S.R. Bagdogra, being Document No. 4814 for the year 2022, empowered **SRI SUSHIL KUMAR MITTAL & SRI PROMODE GARG** to execute agreement, Deeds, Declaration, Affidavit in the joint name of the First Party and the Developers and Vendors to assign and allot or dispose of the said property or part thereof including the built-up area constructed on the scheduled A land and to receive advance/Sale consideration /token fees and other consideration amount from the Purchaser.

The Said Land is earmarked for the purpose of a construction of residential cum commercial Project, comprising of multistoried buildings in Blocks and the said project is known as "**COSMOS PRASHIL**";

A. The Vendor/Developer herein have decided or agreed to sell and the Purchaser/s herein have agreed to purchase One Flat/Apartment having measuring **Carpet Area:_____Sq. Ft., & Super Built-up Area:_____Sq. Ft.** being **Flat No. _____**, at _____**Floor** together with One Covered parking Space measuring about _____ **Sq. Ft.** at _____**Floor** of the Complex named & designed as "**COSMOS PRASHIL**", 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.

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

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.

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.

In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, Vendor/Developer hereby agree to sell and the Purchaser/s hereby agrees to purchase the **Flat premises** and the covered garage/ parking space (if applicable) as specified in Schedule "B" Below.

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 Vendor/ Developer agree to sell to the Purchaser/s and the Purchaser/s hereby agrees to purchase, the flat as specified in Schedule “B” Below.

The **Total Consideration (excluding applicable taxes)** payable by the Purchaser to the Developer is **Rs.** _____ **/(Rupees)** **only** for the following heads:

Wing , Floor , Flat No. , Type: BHK/ Toilet	
Along with the Right to Use Covered Parking Space for 1 (One) Four-Wheeler.	
Maintenance Fund for 24 Months @ Rs. /- (Rupees only) per square feet per month	/-
Legal Charges or Any Other Charges	/-
TOTAL CONSIDERATION Payable (Excluding Applicable Taxes)	/-

Explanation:

- i. The Total Consideration above includes the booking amount paid by the Purchaser to the Vendor/Developer towards the Schedule “B” Property.
- ii. The Total Price above excludes Taxes. But the applicable taxes shall be payable by the Purchaser to the Vendor/Developer as and when demanded.
- iii. The Developer shall periodically intimate to the Purchaser, the amount payable as stated in (i) above and the Purchaser shall make payment within 7 (seven) days from the date of such written intimation. In addition, the Developer shall provide to the Purchaser the details of the applicable taxes demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective.

The Total Price 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 Developer undertakes and agrees that while raising a demand on the Purchaser for increase in development charges, cost/charges imposed by the competent authorities, the Developer 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.

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

The Developer may allow, in its sole discretion, a rebate for early payments of installments payable by the Purchaser by discounting such early payments. The provision for allowing rebate shall and such rate of rebate shall not be subject to any revision/ withdrawal by the Developer, if the Purchaser fail(s) to make payments of timely installments for 02 (two) consecutive times.

It is agreed that the Developer shall not make any addition and alteration in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described therein in respect of the flat/building, as the case may be, without the previous written consent from the Purchaser, provided that the Developer 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.

The Developer shall confirm to the final carpet areas that have been allotted to the Purchaser after in construction of the building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the charges, if any in the carpet area. If there is any increase in the carpet area, the Developer shall demand that from the Purchaser as per the next milestone of the Payment Plan as provided in Schedule C. All these monetary adjustments shall be made at the same rate per square feet as agreed in Para 1.2 of this agreement.

Subject to Clause 9.3 the Developer agrees and acknowledges, the Purchaser shall have the right to the Premises as mentioned in Schedule “B” below:

- i. The Purchaser shall have exclusive ownership of the Schedule B Property.
- 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 necessary charges as applicable. It is clarified that the Vendor/Developer 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 Schedule B Property includes recovery of price of land, construction of [not only the flat 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 Vendor/Developer and the Purchaser agrees that the schedule B Property 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.

It is understood by the Purchaser that all other areas, i.e., areas and facilities falling outside the Project namely **COSMOS PRASHIL**”, 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 Developer agrees to pay all outgoings before transferring the physical possession of the schedule B Property to the Purchaser, 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 Developer fails to pay all or any of the outgoings collected by it from the Purchaser or any liability, mortgage loan and interest thereon before transferring the schedule B Property to the Purchaser, the Developer 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.

The Purchaser has paid a sum of **Rs. _____/- (Rupees _____ Only)**, which is exclusive of applicable taxes, by way of NEFT / RTGS / IMPS / account payee Cheque vide Cheque No. _____ dated _____ of Bank in favour of the Developer, as booking amount being part payment towards the Total Consideration Amount at the time of application the receipt of which the Developer hereby acknowledges and the Purchaser hereby agrees to pay the pending amount of Total Consideration as prescribed in the Payment Plan (more fully described in **Schedule C** given hereinbelow) as may be demanded by the Developer 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/she/they shall be liable to pay interest at the rate specified in the Rules.

2. MODE OF PAYMENT

Subject to the terms of the Agreement, the Developer and Vendors abiding by the construction milestones, the Purchaser shall make all payments, on demand by the Developer, 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 **‘SGMG CONSTRUCTION PRIVATE LIMITED’** payable at Siliguri.

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES

The Purchaser, if resides outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules and Regulations made there under or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Vendor and Developer with such permissions, approvals which would enable the Vendor and Developer to fulfill their 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/their/its 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 Developer and Vendor accepts no responsibility in this regard. The Purchaser shall keep the Developer and Vendor 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 Vendor/Developer immediately and comply with necessary formalities if any under the applicable laws. The Developer 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 application/allotment of the schedule B Property applied for herein in any way and the Developer shall be issuing the payment receipts in favour of the Purchaser only.

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS

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

5. TIME IS ESSENCE

Time is of essence for the Developer as well as the Purchaser. The Developer shall abide by the time schedule for completing the project and handing over the Schedule B Property 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 as provided in Schedule C (“Payment Plan”) and other dues payable by him/her/them/it and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Developer.

6. CONSTRUCTION OF THE PROJECT/ FLAT

The Purchaser has seen the specifications of the Schedule B Property 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 Developer. The Developer shall develop the Project in accordance with the said layout plans, floor plans and specifications. Subject to the terms in this Agreement, the Developer 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 State and/or Central Govt. 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 Developer shall constitute a material breach of the Agreement.

7. POSSESSION OF THE FLAT

Schedule for possession of the said Flat: The Developer agrees and understands that timely delivery of possession of the Schedule B Property is the essence of the Agreement. The Developer, based on the approved plans and specifications, assures to hand over possession of the Schedule B Property on 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 Purchaser agrees that the Developer shall be entitled to the extension of time for delivery of possession of the Schedule B Property, 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 Developer to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Developer shall refund to the Purchaser the entire amount received by the Developer from the allotment within 45 days from that date. After refund of the money paid by the Purchaser, Purchaser agrees that he/ she/they/it shall not have any rights, claims etc. against the Vendor/Developer and that the Vendor/ Developer shall be released and discharged from all its obligations and liabilities under this Agreement.

Procedure for taking possession - The Developer, upon obtaining the occupancy certificate or completion certificate from the competent authority shall offer in writing the possession of the Schedule B Property 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 Developer shall give possession of the Schedule B Property to the Purchaser. The Developer agrees and undertakes to indemnify the Purchaser in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Developer. The Purchaser agree(s) to pay the maintenance charges as determined by the Developer/association of purchasers, as the case may be. The Developer on its behalf shall offer the possession to the Purchaser after receiving the occupancy certificate or completion certificate of the Project or Block.

Failure of Purchaser to take Possession of Schedule "B" Property: Upon receiving a written intimation from the Developer as per clause 7.2, the Purchaser shall take possession of the Schedule B Property from the Developer by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Developer shall give possession of the Schedule B Property 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.

Possession by the Purchaser - After obtaining the occupancy certificate and/or completion certificate and handing over physical possession of the Schedule B Property to the Purchaser, it shall be the responsibility of the Developer to hand over the necessary documents and plans, including common areas, to the association of the Purchaser or the competent authority, as the case may be, as per the local laws.

Cancellation by Purchaser – The Purchaser shall have the right to cancel/withdraw his/her/their/its 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 Developer, the Developer 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 Developer to the Purchaser within 45 (forty-five) days of such cancellation.

Compensation – The Developer and the Vendor shall compensate the Purchaser in case of any loss caused to him/her/them/it 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 Developer fails to complete or is unable to give possession of the Schedule “B” Property (i) in accordance with the terms of this Agreement, duly completed by the date specified herein; or (ii) due to discontinuance of his/her/their/its business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Developer shall be liable, on demand to the Purchaser, 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/her/them/it in respect of the Schedule “B” Property, 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 Developer shall give handover of the possession of the Schedule “B” Property as soon as possible.

8. REPRESENTATIONS AND WARRANTIES OF THE VENDOR AND THE DEVELOPER

The Vendor and Developer represent and warrant to the Purchaser as follows:

- i. The Vendor 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 Developer 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 Vendor and the Developer have 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 Vendor and the Developer have 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 Purchaser created herein, may prejudicially be affected.

- vii. The Vendor and Developer have 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 Vendor and Developer confirm that they are 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 Developer shall handover lawful, vacant, peaceful, physical possession of the said 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 Developer 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 Vendor 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 Developer shall be considered under a condition of Default, in the following events:

- i. Developer fails to provide ready to move in possession of the flat and Parking Space to the Purchaser within the time period specified. For the purpose of this clause, 'ready to move in possession' shall mean that the flat and Parking Space shall be in a habitable condition which is complete in all respects.
- ii. Discontinuance of the Developer's business as a developer on account of suspension or revocation of his/her/their/its registration under the provisions of the Act or the rules or regulations made there under.

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

- a. Stop making further payments to Developer as demanded by the Developer. If the Purchaser stops making payments, the Developer 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.

- b. The Purchaser shall have the option of terminating the Agreement in which case the Developer shall be liable to refund the entire money paid by the Purchaser under any head whatsoever towards the purchase of the flat within forty-five days of receiving the termination notice.

Provided that where the Purchaser does not intend to withdraw from the project or terminate the Agreement, he shall be paid, by the Developer, interest at the rate specified in the Rules, for every month of delay till the handing over of the possession of the flat.

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

- a. In case the Purchaser fails to make payments for 02 (two) consecutive demands made by the Developer 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 Developer on the unpaid amount at the rate specified in the Rules.
- b. In case of Default by Purchaser under the condition listed above continues for a period beyond 03 (three) consecutive months after notice from the Developer in this regard, the Developer shall cancel the allotment of the flat in favour of the Purchaser and refund the amount money paid to him/her/them/it by the Purchaser by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated.

10. CONVEYANCE OF THE SAID FLAT

The Developer, on receipt of complete amount of the Schedule "B" Property under the Agreement from the Purchaser, shall execute a conveyance deed and convey the title of the Schedule "B" Property 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 Developer to withhold registration of the conveyance deed in his/her/their/its favour till full and final settlement of all dues and stamp duty and registration charges to the Developer is made by the Purchaser. The Purchaser shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899 as amended up to date including any actions taken or deficiencies/penalties imposed by the competent authority(ies).

11. MAINTENANCE OF THE SAID BUILDING / FLAT /PROJECT/ COMMON AREA/ COMMON FACILITIES

The Developer or its authorized agent acting for and/or on its behalf, shall be responsible to provide essential maintenance services in the Project till the time an "ASSOCIATION" of purchasers/ flat owners is formed in respect to the Project and maintenance of the said Project is taken over by such Association. For the said purpose, an advance maintenance fund shall be payable by the Purchaser to the Developer.

COMMON AREAS AND FACILITIES:

A. Maintenance of the common areas and facilities of the Project shall be handed over to the Association upon its formation and the balance advance maintenance fund (if any) shall be transferred to the Association within 30 (thirty) days from the date of such handover.

B. The purchasers/ flat owners are required to forthwith complete the formalities of becoming members of the Association either on the date of peaceful handover of physical possession of the flat to the purchaser/ flat owner, or date of registration of the said flat (whichever is earlier) and also to comply with the rules and bye-laws of the Association always.

The Developer shall at an appropriate time within a maximum period of 02 (two) years from the date of completion certificate of the all the phases of the Project, shall notify the scheme of formation of the Association to the purchasers/ flat owners in accordance with relevant statute, so as to enable them to constitute/form such Association as a statutory requirement.

C. Interim Maintenance Period: During the interim maintenance period (i.e. the period prior to formation of the Association and handing over of maintenance of common areas and facilities of the Project, the Developer or its authorized agent acting for and on its behalf, shall provide maintenance services in the Project and expenses for the same shall be adjusted from the advance maintenance fund taken from each purchaser/ flat owner at the time of purchase of the flat in the Project. Adjustment from the advance maintenance fund shall commence from the date of peaceful handover of physical possession of the flat and Parking Space to the purchaser/ flat owner, or from the date of registration of the said flat (whichever is earlier).

D. The maintenance of common areas and facilities shall primarily include but not limited to maintenance of water works, sewage treatment plant, common electrical installations, DG sets, solar panels, landscaping, driveways, parking areas, lobbies, and lifts and staircases, etc. It shall also include safety and security of the Project such as fire detection and protection and management of general security control of the Project.

E. The rules/bye laws to regulate the use and maintenance of the common areas and facilities of the Project by the purchasers/ flat owners, shall during the interim maintenance period be framed by the Developer, with such restrictions as may be necessary for proper maintenance and such rules/bye-laws may be amended from time to time; PROVIDED that such amendments shall not in any manner whatsoever change/ alter/ disturb the aesthetics, design, etc. of the Project.

F. Air Conditioning: The Flats have been designed with suitable provision for keeping outdoor units of the air-conditioner system and also the route to take refrigerant piping, which the purchasers/ flat owners shall have to strictly follow while installing their air-conditioner units. No puncturing of window/ wall to install the air-conditioner units shall be permitted outside the allotted space.

G. Façade/ Outside Wall: The purchasers/ flat owners shall at no time be allowed to make or attempt to make any alteration/change/addition to the flat and/or common premises within the Project, which is likely to disturb/ adversely affect the aesthetics, look/ design and/or uniformity in relation to the construction of the Project as built by the Developer.

H. Maintenance Fund: Each purchaser/ flat owner shall make a payment of the advance maintenance fund (i.e., an amount equivalent to 24 (twenty-four) months' maintenance charges) at the time of purchasing a flat in the Project (which is included in the total amount payable by each purchaser/ flat owner under this agreement. The Developer reserves the right to utilize the said advance maintenance fund in order to provide essential maintenance services in the Project till the time Association is formed. At the time of handover of the maintenance services to such Association by the Developer, the balance advance maintenance fund (if any) shall be transferred to the Association within 30 (thirty) days from the date of such handover.

I. Default in payment of applicable charges related to common facilities: Failure to pay applicable charges for enjoyment of some common areas and facilities in the Project by the purchasers/ flat owners within due dates, may result in withdrawal/ restrictions/ disconnections/ discontinuation of the respective common services for such purchasers/ flat owners and shall also make such purchasers/ flat owners liable to pay interest at a rate of 2% (two percent) per month on the outstanding dues for the period of the delay, calculated from the due date till the date of actual payment.

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 Vendor and the Developer as per the agreement for sale relating to such development is brought to the notice of the Vendor and the Developer within a period of 5 (five) years by the Purchaser from the date of handing over possession, it shall be the duty of the Vendor and Developer to rectify such defects without further charge, within 30 (thirty) days, and in the event of their failure to rectify such defects within such time, the aggrieved purchaser 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 his/her/their/ its 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/their/its 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 FLAT FOR REPAIRS

The Developer/ maintenance agency /association of purchasers shall have the right to unrestricted access of all Common Areas, open/covered parking space for providing necessary maintenance services and the Purchaser agrees to permit the Developer/ association of purchasers and/or maintenance agency to enter into the flat premises and/or Complex 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 open space on Ground Floor and Service Areas: The open space on Ground Floor and service areas, if any, as located within the COSMOS PRASHIL, 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 open space on Ground Floor 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 FLAT

Subject to Clause 12 above, the Purchaser shall, after taking possession, be solely responsible to maintain the Schedule "B" Property at his/her/their/its own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Schedule "B" Property, 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 Parking Space and keep the Schedule "B" Property, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized. 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 Schedule "B" Property 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 Schedule "B" Property. The Purchaser shall plan and distribute its electrical load in conformity with the electrical systems installed by the Developer 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/it/they shall comply with and carry out, from time to time after he/she has taken over for occupation and use the said Schedule "B" Property, all the requirements, requisitions, demands and repairs which are required by any competent Authority in respect of the Schedule "B" Property at his/ her/their/its own cost.

18. ADDITIONAL CONSTRUCTIONS

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

19. DEVELOPER SHALL NOT MORTGAGE OR CREATE A CHARGE

After the Developer executes this agreement, it shall not mortgage or create a charge on the flat which is a subject matter of this agreement, 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 Schedule "B" Property.

20. APARTMENT OWNERSHIP ACT

The Developer has assured the Purchaser that the project in its entirety is in accordance with the provisions of the **West Bengal Apartment Ownership Act, 1972**. The Developer 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 Developer does not create a binding obligation on the part of the Developer 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 Developer. If the Purchaser(s) fails to get it executed and registered and deliver to the Developer this Agreement within 30 (thirty) days from the date of its receipt by the Purchaser and/or appear before the Sub-Registrar for its registration as and when intimated by the Developer, then the Developer 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 flat/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 Purchaser/s of the Schedule "B" Property, 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 Developer 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 Developer in the case of one Purchaser shall not be construed to be a precedent and /or binding on the Developer to exercise such discretion in the case of other purchasers.

Failure on the part of the Vendor and Developer 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 purchasers 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 Vendor and Developer through its authorized signatories at the Developer's Office, or at some other place, which may be mutually agreed between the Developer and the Purchaser, in A.D.S.R. Bhaktinagar, at Siliguri / D.S.R., Jalpaiguri/ Registrar of Assurances, at Kolkata after the Agreement is duly executed by the Purchaser and the Developer 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 in Siliguri.

30. NOTICES

That all notices to be served on the Purchaser, Vendor and Developer as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser or the Vendor or the Developer by registered post and/or by registered email address at its respective addresses specified below:

VENDOR/S:

1. SRI PROMODE GARG,

2. SMT SHARMILA GARG,

Address: Kalawati Sadan, Neli Sengupta Sarani, Babupara, Ward No. 27, Siliguri – 734004, P.O. & P.S. Siliguri, District – Darjeeling

3. SRI RATAN KUMAR AGARWAL

4. SMT BABITA AGARWAL

Address: Neli Sengupta Sarani, Babupara, Ward No. 27, Siliguri – 734004, P.O. & P.S. Siliguri, District - Darjeeling

PURCHASER/S:-

_____ Son of _____,
Correspondence Address :- _____

DEVELOPER/S:-

SGMG CONSTRUCTION PRIVATE LIMITED

Director :- **SRI SUSHIL KUMAR MITTAL**

Address: C/o Sushil Kumar Mittal, Cosmos Valley, B.S.F Road, Salugara, Siliguri-734008, P.O. Salugara, P.S. Bhaktinagar in the District of Jalpaiguri

Email: mehulmittal@sgmg.in

It shall be the duty of the Purchaser and Developer to inform each other of any change in its addresses and/or email subsequent to the execution of this Agreement in the above address by registered post and/or registered email addresses, failing which all communications and letters posted at the above address shall be deemed to have been received by the Vendors or the Developer 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 Vendor/Developer to the Purchaser whose name appears first and at the address given by him/her/them/it which shall for all intents and purposes be considered 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 other terms and conditions are as per the contractual understanding between the parties, however, the 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 there under].

SCHEDULE 'A'
**SCHEDULE OF THE LANDED PROPERTY ON WHICH RESIDENTIAL CUM
MULTISTORIED BUILDING(S)/TOWERS OR MIXED USE BUILDINGS SHALL BE
CONSTRUCTED AND DEVELOPED BY THE SECOND PARTY/DEVELOPER.**

All that piece and parcel of land measuring 47 Decimal appertaining to and forming part of R.S. Plot No. 16/53 corresponding to L.R. Plot No. 31, recorded in R.S. Khatian No. 12 corresponding to L.R. Khatian No. 580, 581, 1072 & 1073 of Mouza – Malahar, J.L. No. 46, Paragana – Patharghata in the District of Darjeeling and 3 Decimal appertaining to forming part of R.S. Plot No. 223 corresponding to L.R. Plot No. 467, recorded in old khatian No. 1145 corresponding to L.R. Khatian No. 2373, 2374 & 2762 of Mouza-Mahismari, J.L. No. 47, Pargana-Patharghata in the District of Darjeeling. Propose Land Use :- Bastu

Plot wise detail of the land is as follows:-

MOUZA	PLOT NO		KHATIAN NO		ROR	AREA
	R.S.	L.R.	R.S.	L.R.		
MALAHAR	16/53	31	12	580	RUPNI	11 DECIMAL
				581	RUPNI	12 DECIMAL
				1072	RUPNI	12 DECIMAL
				1073	RUPNI	12 DECIMAL
MAHISMARI	223	467	1145	2373	RUPNI	01 DECIMAL
				2374	RUPNI	01 DECIMAL
				2762	RUPNI	01 DECIMAL
TOTAL AREA						50 DECIMAL

The Land is butted and bounded as follows:-

NORTH : 10.36 METER ROAD (ABOUT 34 FEET),

SOUTH : LAND OF MARUTI SUZUKI LIMITED,

EAST : 13.16 METER ROAD (ABOUT 43 FEET),

WEST : LAND OF OTHERS,

SCHEDULE 'B'
SAID FLAT AND APPURTENANCES

A residential flat premises having tiles flooring, admeasuring ____ Sq. Ft. of Carpet Area, _____ Sq. Ft. of Built up Area and _____ Sq. Ft. of Super Built-up Area, in Wing __, Floor __, Flat No. __ (Type: _BHK/ __Toilet) and right to use 1 (One) Medium size four-wheeler covered parking space, situated in Ground Floor of the Complex named and designed as “COSMOS PRASHIL”, more fully shown in the Maps duly demarcated with “Red” colour therein together with undivided/un partitionable proportionate right in the Schedule “A” land on which the flat stands in common with the other occupiers of the said Complex with right to use common area and facilities of the Complex in common with other occupants of the Complex as particularly described in the Schedule hereunder written.

SCHEDULE 'C'
PAYMENT PLAN PAYABLE BY THE PURCHASER TO THE DEVELOPER

<u>PAYMENT SCHEDULE</u>			
1	Booking Amount	Rs. 2,00,000/- (/3 BHK)	
2	1st Installment	Within 15 Days	20% of Agreement Value (less Booking Amount)
3	2nd Installment	Completion of Basement	10% of Agreement Value
4	3rd Installment	Completion of Ground Floor	10% of Agreement Value
5	4th Installment	1 st Floor Roof Casting	10% of Agreement Value
6	5th Installment	2 nd Floor Roof Casting	10% of Agreement Value
7	6th Installment	3 rd Floor Roof Casting	10% of Agreement Value
8	7th Installment	4 th Floor Roof Casting	5% of Agreement Value
9	8th Installment	5 th Floor Roof Casting	5% of Agreement Value
10	9th Installment	Internal & External Brick Work	5% of Agreement Value
11	10 th Installment	Flooring Completion	5% of Agreement Value
12	11 th Installment	On Possession	10% of Agreement Value

SCHEDULE 'D'
SPECIFICATIONS OF THE FLAT AND APPURTENANCES

Sl. No.	Space	Specifications
1.	Structure	Earthquake resistant RCC framed column beam structure reinforced
2.	Doors &	Sal frame and flush doors, anodized Aluminium with sliding/casement

	Windows	as per design. Pre-laminated Flush Door with engineered wood frame and SS Hardware.
3.	Living/ Dining	1. Flooring: Ceramic/Vitrified Tiles. 2. Electricals: Concealed copper wiring with modular switches. Provision for AC, telephone, television and intercom.
5.	Bedroom	1. Flooring: Ceramic/Vitrified Tiles. 2. Electricals: Concealed copper wiring with modular switches. Provision for A. C. points in master bedroom.
6.	Kitchen	1. Flooring: Antiskid Ceramic/Vitrified tiles as per design up to 2Ft. from the slab with granite top on kitchen slab. 2. Electricals: Concealed copper wiring with modular switches. Provision for adequate plug points for appliances. 3. Counter: Bare kitchen shelves, option for modular kitchen to be provided at additional cost.
7.	Toilets	1. Flooring: Antiskid Tiles. 2. Electricals: Concealed copper wiring with modular switches. Provision for adequate light and geyser point. 3. Wall Tiles: Tiles up to door height (6/7Ft) in combination. 4. Sanitary ware: Jaguar/Hindware or equivalent.
8.	Lift	Modern lifts of suitable capacity of reputed make in the building.
9.	Exterior	Durable outer finish.

SCHEDULE – E
COMMON FACILITIES AND AMENITIES

1. **Open Space:** All green spaces with all trees, bushes, shrubs, flower beds etc. together with all areas forming an integral part of COSMOS PRASHIL, which are open to sky.
2. **Sewerage:** Underground sewerage network to discharge toilet waste with manholes.
3. **Boundary Wall:** Common boundary walls.
4. **Street Lights:** All street light posts together with the electrical fittings and fixtures.
5. **Garbage disposal:** All garbage disposal vats including any open or covered area for such purpose as may be designated by Developer or any other agency setup by the Developer for the purpose of management and maintenance of the common areas and facilities of COSMOS PRASHIL.
6. **Gate complex** along with security room.
7. **Others:** Such other common parts, areas, equipments, installations, fittings, fixtures, toilets and spaces (both open and covered), if any, in or about COSMOS PRASHIL as are necessary for user in common by the Purchaser/ purchasers of various flats in COSMOS PRASHIL.
8. In case water supply is obtained through water supply network of COSMOS PRASHIL, the following will be applicable:

- a) **Water Supply Network:** Pipe Lines lay underground to raise water from the Semi-underground reservoir to roof top tanks.
- b) **Deep Tube wells:** Deep Tube wells laid underground together with pumps and their equipments.
- c) **Pump House:** Pump House with doors, collapsible gate, lock with keys, G.M. sluice valves, C.I. sluice valve(s), gate valve(s) etc. and centrifugal pump(s)/submersible pumps, if any, and other equipments.
- d) **Iron Removal & Softening Plant:** Iron removal & softening plant and machinery together with all equipments and fittings as may be provided therein.

Note: Such other common parts, areas equipments, installations, fixtures and fittings and spaces in or about the said buildings as are necessary for passage to the user and occupancy of the unit in common and such other common facilities as may be prescribed from time to time.

ROOFTOP AMENITIES

Rooftop Swimming Pool, Kids Play Area, Jogging Track, Badminton Court, Senior Citizen Adda Zone cum Party Area, Seating Corner.

SCHEDULE 'F' **COMMON EXPENSES**

1.	Association	:	Establishment and all other operational expenses of the Association.
2.	Common Utilities	:	All charges and deposits for supplies of common utilities.
3.	Electricity	:	All charges for the electricity consumed for the operation of the common machinery and equipment.
4.	Fire fighting	:	Costs of operating the fire-fighting equipments and personnel, if any.
5.	Maintenance	:	All costs for maintaining, operating, repairing, re-constructing, lighting and renovating the common portions, including the exterior or interior (but not inside any flat) walls of the new building.

6.	Operational	:	All expenses for running and operating all machinery, equipments and installations comprised in the Common portions, including lifts, pumps and other common installations including, their license fees, taxes and other levies (if any) and the lights of the Common Portions.
7.	Rates and taxes	:	Municipal Tax, Water Tax and Other levies in respect of the New Building Save those separately assessed on the Assignees.
8.	Reserves	:	Creation of fund for replacement, renovation and other period expenses.
9.	Staff	:	The salaries of and all other expenses on the staff to be employed for the common purposes, viz. manager, clerks, security personnel, sweepers, plumbers, electricians etc. including their perquisites, bonus and other emoluments and benefits.
10.	Common Amenities & Facilities		Costs for operating and maintaining all common amenities and facilities at COSMOS PRASHIL.

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

SIGNED AND DELIVERED BY THE WITHIN NAMED

PURCHASER: (including joint buyers)

SIGNED AND DELIVERED BY THE WITHIN NAMED

VENDORS:

(Authorized Signatory)

SIGNED AND DELIVERED BY THE WITHIN NAMED

DEVELOPER:

(Authorized Signatory)

WITNESSES:

1) Signature: _____ 2) Signature: _____
Name: _____ Name: _____
Address: _____ Address: _____

MEMO OF CONSIDERATION

<p>RECEIVED from the within named PURCHASER(S) by the within named DEVELOPER the said sum of RS. _____/- (RUPEES</p> <p>ONLY) through A/C PAYEE CHEQUE/ DEMAND DRAFT/ NEFT/ RTGS/ ONLINE PAYMENT dated _____ in favour of “SGMG CONSTRUCTION PRIVATE LIMITED” payable at Siliguri, as the advance booking amount in respect of this AGREEMENT FOR SALE as per the terms and conditions laid herein.</p>	<p>RS. _____ /- (RUPEES _____ ONLY)</p>
---	--