

## TITLE DEVOLUTION

**D). WHEREAS** the **VENDOR** is the owner of the land measuring **2 Kathas**, appertaining to R.S.Plot No.546, L.R.Plot No. 111, Recorded in R.S.Khatian No.213, L.R.Khatian Nos. 163, 161, 162 and 164, J.L.No.02, **Mouza – Dabgram**, R.S.Sheet No.8, L.R.Sheet No. 43, PS-Bhaktinagar, District- Jalpaiguri, West Bengal., Vide Deed No. 229 For the Year 2019, registered at the Office of Additional District Sub-Registrar, Bhaktinagar, Dist-Jalpaiguri, West Bengal., morefully described in Schedule-A, having its permanent heritable and transferable right, title and interest therein, free from all encumbrances and charges whatsoever.

**AND WHEREAS** the **VENDOR** is the also owner of the land measuring **8 Kathas**, appertaining to R.S.Plot No.546, L.R.Plot No. 111, Recorded in R.S.Khatian No.213, L.R.Khatian Nos. 163, 161, 162 and 164, J.L.No.02, **Mouza – Dabgram**, R.S.Sheet No.8, L.R.Sheet No. 43, PS-Bhaktinagar, District- Jalpaiguri, West Bengal., Vide Deed No. 230 For the Year 2019, registered at the Office of Additional District Sub-Registrar, Bhaktinagar, Dist-Jalpaiguri, West Bengal., morefully described in Schedule-A, having its permanent heritable and transferable right, title and interest therein, free from all encumbrances and charges whatsoever.

**II). AND WHEREAS** the **VENDOR** is also the owner of the land measuring **8 Kathas**, appertaining to R.S.Plot No.545, Recorded in R.S.Khatian No.213, J.L.No.02, **Mouza – Dabgram**, R.S.Sheet No.8, PS-Bhaktinagar, District- Jalpaiguri, West Bengal., Vide Deed No. 3208 For the Year 2020, registered at the Office of Additional District Sub-Registrar, Bhaktinagar, Dist-Jalpaiguri, West Bengal., morefully described in Schedule-A, having its permanent heritable and transferable right, title and interest therein, free from all encumbrances and charges whatsoever.

**AND WHEREAS** the **VENDOR** is also the owner of the land measuring **6 Kathas and 11 Sq. Ft.**, appertaining to R.S.Plot No.545, Recorded in R.S.Khatian No.213, J.L.No.02, **Mouza – Dabgram**, R.S.Sheet No.8, L.R.Sheet No. 43, PS-Bhaktinagar, District- Jalpaiguri, West Bengal., Vide Deed No. 3306 For the Year 2020, registered at the Office of Additional District Sub-Registrar, Bhaktinagar, Dist-Jalpaiguri, West Bengal., morefully described in Schedule-A, having its permanent heritable and transferable right, title and interest therein, free from all encumbrances and charges whatsoever.

**AND WHEREAS** the **VENDOR** is also the owner of the land measuring **2 Kathas 2 Chhataks and 42 Sq. Ft.**, appertaining to R.S.Plot No.547, Recorded in R.S.Khatian No.209, J.L.No.02, **Mouza – Dabgram**, R.S.Sheet No.8, PS-Bhaktinagar, District- Jalpaiguri, West Bengal., Vide Deed No. 3477 For the Year 2020, registered at the Office of Additional District Sub-Registrar, Bhaktinagar, Dist-Jalpaiguri, West Bengal., morefully described in Schedule-A, having its permanent heritable and transferable right, title and interest therein, free from all encumbrances and charges whatsoever.

**AND WHEREAS** the name of the above named Vendor in respect of its aforesaid land has been duly mutated in the records of the concerned B.L. & L.R.O. Rajganj, Dist-Jalpaiguri, West Bengal., and a new **L.R. Khatian No. 268 & 305** has been opened in its name.

**AND WHEREAS** the **Promoter/Vendor** is/are the owners of all that piece and parcel of total land measurement containing an area of **26 KATHAS 02 CHATTAKS 53 SQUARE FEETS.**, a little more or less and being desirous of commercially exploiting their said land, being **Land Measuring 26 KATHAS 02 CHATTAKS 53 SQUARE FEETS**, morefully and particularly described in **SCHEDULE below** and has agreed that for the mutual benefit and advantage, the property/land described in the **Schedule-A** hereunder written, be developed by an experienced Promoter/Vendor.

**AND WHEREAS THE Promoter/Vendor,** desirous of commercially exploiting their said Schdule-A land and being desirous of and to construct Multi-Storied Building/s on the said Scheduled Land, consisting of as many residential units etc., according to the drawings plans and specifications to be sanctioned by the Gram Panchayat Office, Siliguri Municipal Corporation and/or appropriate authorities according to law, has/have decided **TO PROMOTE/DEVELOP** the said Schedule-A Land by construction of the Project/Multi-Storied Building/s on their aforesaid land, comprising of as many residential Unit etc., along with common facilities, common spaces & passages etc., on the below **“Schedule-A Land”**.

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

**FURTHER:-**

- The said Project Land is earmarked for the purpose of **Ground (Parking) Plus Four Storied Residential Building** and the said complex shall be known and identified as ‘**GREEN DELIGHT**’, (hereinafter referred to as the “**Project**”).
- The Promoter/Vendor is/are fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter/Vendor regarding the Said Project Land on which the Project to be constructed has/have been completed.
- The Promoter/Vendor has submitted the Notice of Commencement under the prescribed format before Siliguri Municipal Corporation, on \_\_\_\_\_. The said Notice was duly acknowledged by said Siliguri Municipal Corporation on \_\_\_\_\_.
- The Promoter/Vendor has/have obtained the LUCC, Vide Memo No. \_\_\_\_\_ /SJDA of dated. \_\_\_\_\_ and Building Plan has also been sanctioned accordingly and obtained the Building Plan, Vide Building Plan Memo No. \_\_\_\_\_ of Dated. \_\_\_\_\_, duly sanctioned by the Siliguri Municipal Corporation, Dist-Darjeeling, West Bengal.
- The Promoter/Vendor has/have obtained the Land Conversion Certificate, being Land Classification converted to Bastu from Rupni, Vide Conversion Case, Being No:- \_\_\_\_\_
- The Promoter/Vendor agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with Section 14 of the Act and other laws as applicable.
- The Promoter/Vendor has applied the Project under the provisions

of the Act with the Real Estate Regulatory Act at Kolkata on \_\_\_\_\_, under Application No. \_\_\_\_\_.

- THAT the Allottee/Purchasers after visiting and checking the whole Unfinished Residential Flats/Units/Shops, more particularly described in Schedule -'B' given herein below and thereafter being satisfied with the structure, construction, and type of the whole Unfinished Residential Flats/Units has/had decided on its own, to purchase the said Unfinished Residential Flats/Units, more particularly described in Schedule -B' given herein below. And the Allottee/s has/have applied for a Residential Flat/Units in the Project, Vide Application dated \_\_\_\_\_ and has/have also been allotted Residential Flats/Units, being Unit No. \_\_\_\_\_ in the Project.
- 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 the 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,

the Promoter/Vendor hereby agrees to sell and the Allottee/s hereby agrees to purchase the Unit as specified in Schedule-B.

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

**1. TERMS :**

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

1.2 The Total Price for the Residential Flats/ Units based on the carpet area is **Rs. \_\_\_\_\_/-(Rupees \_\_\_\_\_ Only) (“Total Price”):**

<b>Block/Building/No.</b> _____	
<b>Unit No.</b> _____	
<b>Type:</b> _____ <b>BHK</b>	
<b>Floor:</b> _____ <b>Floor</b>	
A. SALES CONSIDERATION: Carpet Area, Exclusive Area including all amenities and facilities.	Rs. _____/-
B. Applicable Taxes (GST 1%)	Rs. _____/-
<b>TOTAL PRICE (A+B)</b>	<b>Rs. _____/-</b>

**AND**

<b><u>ADDITIONAL CHARGES PAYABLE FOR RESIDENTIAL FLAT</u></b>	
<b>TRANSFORMER CHARGES</b>	Rs. _____/
<b>GENERATOR CHARGES</b>	Rs. _____/
<b>FIRE SAFETY INSTALLATION CHARGES</b>	Rs. _____/
<b>ADVANCE MAINTENANCE DEPOSITS</b> (Maintenance Deposit for 12 months) currently estimated @ Rs 1.5/- per sq ft on BUA (Final Common Area Maintenance) rate will be based on estimate of the promoter/managing firm at the time of giving possession)	Rs. _____/
<b>Legal Documentation Charges/Fees</b> (50% to be paid on Agreement and 50 % on Possession or Registry, whichever occurs earlier)	Rs.20,000/-

**Explanation:**

- i. The Total Price above includes the booking amount paid by the Allottee/s to the Promoter/Vendor towards the Unit;
- ii. The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter/Vendor by way of G.S.T. and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter/Vendor, by whatever name called) up to the date of handing over the possession of the Unit to the Allottee/s and the Project to the Association of Allottee/s or the competent authority, as the case may be, after obtaining the completion certificate;

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

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

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

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



notification/order/rule/ regulation to that effect along with the demand letter being issued to the Allottee/s, which shall only be applicable on subsequent payments. Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the Project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said Project by the Authority as per the Act, the same shall not be charged from the Allottee/s.

**1.4** Transformer Charges means the cost incurred by the Promoter/Vendor for the Electrical Infrastructure & Erection of the Transformer at the Complex. It is Stated that the Allottee/Purchaser/s shall have to obtain his/her/their own separate Electric Connection Meter in their own name at their own costs and expenses. The Promoter/Vendor shall not be liable to provide the same at all.

**1.5** Generator Charges means the cost of procurement & installation of the Generator at the complex. The Generator shall be used strictly for the lightning of the common areas, spaces and for the running of the common utilities of the complex.

**1.6** That the running and maintenance costs and expenses of the generator shall be borne by the Purchaser/s and shall be included in the maintenance costs/expenses.

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

**1.8** It is agreed that the Promoter/Vendor shall not make any additions or alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities

described in **Schedule “D”, and Schedule “E”** (which shall be in conformity with the advertisement, prospectus etc. on the basis of which sale is effected) in respect of the Project, plot or building, as the case may be, without the previous written consent of the Allottee/s as per the provisions of the Act.

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

**1.9** The Promoter/Vendor shall confirm the final carpet area that has been allotted to the Allottee/s after the construction of the Project is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The Total Price payable for the carpet area shall be recalculated upon confirmation by the Promoter/Vendor. If there is a reduction in the carpet area then the Promoter/Vendor shall refund the excess money paid by the Allottee/s within 45 (forty five) days with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by the Allottee/s. If there is any increase in the carpet area, which is not more than three percent of the carpet area of the Unit, allotted to Allottee/s, the Promoter/Vendor may demand that from the Allottee/s as per the next milestone of the Payment Plan as provided in **Schedule “C”**. All these monetary adjustments shall be made at the same rate per square feet as agreed in para 1.2 of the Agreement.

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

- i. The Allottee/s shall have exclusive ownership of the Unit;

ii. The Allottee/s shall also have undivided proportionate share in the Common Areas. Since the share interest of Allottee/s in the Common Areas is undivided and cannot be divided or separated, the Allottee/s shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the Promoter/Vendor shall hand over the common areas to the Association/Apex Body of Allottee/s after duly obtaining the completion certificate from the competent authority as provided in the Act.

iii. The Allottee/s has the right to visit the Project site to assess the extent of development of the Project and his Unit, as the case may be.

**1.11** It is agreed that the Project is an independent, self-contained Project covering the said Land and is not a part of any other Project or zone and shall not form a part of and/or linked/combined with any other Project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee/s. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottee/s of the Project Land.

**1.12** The Promoter/Vendor agrees to pay all outgoings before transferring the physical possession of the Unit to the Allottee/s, which it has collected from the Allottee/s, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the Project). If the Promoter/Vendor fails to pay all or any of the outgoings collected by it

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

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

## **2. MODE OF PAYMENT :**

Subject to the terms of the Agreement and the Promoter/Vendor abiding by the construction milestones, the Allottee/s shall make all payments, on written demand by the Promoter/Vendor, within the stipulated time as mentioned in the Payment Plan [through A/c. Payee cheque/demand draft/bankers cheque or online payment (as applicable) in favour of **CREATIVE DWELLINGS** payable at Siliguri.

## **3. COMPLIANCE OF LAWS RELATING TO REMITTANCES :**

3.1 The Allottee/s, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India

Act, 1934 and the Rules and Regulations made there under or any statutory amendments/modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter/Vendor with such permission, approvals which would enable the Promoter/Vendor to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or the statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee/s understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

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

#### **4. ADJUSTMENT/APPROPRIATION OF PAYMENTS :**

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

**5. TIME IS ESSENCE :**

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

**6. CONSTRUCTION OF THE PROJECT/UNIT :**

The Allottee/s has seen the proposed layout plans, specifications, amenities and facilities of the Unit and accepted the floor plan, payment plan and the specifications, amenities and facilities (annexed along with this agreement) which has been approved by the competent authority, as represented by the Promoter/Vendor. The Promoter/Vendor shall develop the Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities, subject to the terms in this Agreement, the Promoter/Vendor undertakes to strictly abide by such plans approved by the competent authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the West Bengal Municipal Act, 1993 and shall not have an option to make any variation/alteration/modification in such plans, other than in the manner

provided under the Act, and breach of this term by the Promoter/Vendor shall constitute a material breach of the Agreement.

## **7. POSSESSION OF THE UNIT:**

**7.1 Schedule for possession of the said Unit**– The Promoter/Vendor agrees and understands that timely delivery of possession of the Unit to the Allottee/s and the common areas to the association of Allottee/s or the competent authority, as the case may be, is the essence of the Agreement. The Promoter/Vendor assures to hand over possession of the Unit along with ready and complete common areas with all specifications, amenities and facilities of the Project in place on **within \_\_\_\_\_, 202\_\_\_\_\_** unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project (“**Force Majeure**”). If, however, the completion of the Project is delayed due to the Force Majeure condition then the Allottee/s agrees that the Promoter/Vendor shall be entitled to the extension of time for delivery of possession of the Unit.

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

this Agreement.

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

**7.3 Failure of Allottee/s to take Possession of Unit** – Upon receiving a written intimation from the Promoter/Vendor as per para 7.2, the Allottee/s shall take possession of the Unit from the Promoter/Vendor by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and the Promoter/Vendor shall give possession of the Unit to the Allottee/s. In case the Allottee/s fails to take possession within the time provided in and such Allottee/s shall continue to be liable to pay maintenance charges.

**7.4 Possession of the Allottee/s** – After obtaining the occupancy certificate and handing over physical possession of the Unit



to the Allottee/s, it shall be the responsibility of the Promoter/Vendor to hand over the necessary documents and plans, including common areas, to the association of Allottee/s or the competent authority, as the case may be, as per the local laws.

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

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

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

**7.6 Compensation:** The Promoter/Vendor shall compensate the Allottee/s in case of any loss caused to him due to defective title of the land, on which the Project is being developed or has been developed, in the manner as provided under the Act and the claim for interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force. Except for occurrence of a Force Majeure event, if the Promoter/Vendor fails to complete or is unable to give possession of the Unit (i) in accordance with the terms of this Agreement, duly completed by the date specified in para 7.1; or

(ii) due to discontinuance of business as a Promoter/Vendor on account of suspension or revocation of the registration under the Act, or for any other reason, the Promoter/Vendor shall be liable, on demand to the Allottee/s, in case the Allottee/s wishes to withdraw from the Project without prejudice to any other remedy available to return the total amount received by him in respect of the Unit, with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act within 45 (forty five) days of it becoming due; Provided that where if the Allottee/s does not intend to withdraw from the Project, the Promoter/Vendor shall pay the Allottee/s interest at the rate prescribed in the Rules for every month of delay, till the handing over of the possession of the Unit which shall be paid by the Promoter/Vendor to the Allottee/s within 45 (forty five) days of it becoming due.

## **8. REPRESENTATIONS AND WARRANTIES OF THE**

Promoter/Vendor:

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

- i. The Promoter/Vendor has absolute, clear and marketable title with respect to the Project Land; the requisite rights to carry out development upon the said Project Land and absolute, actual, physical and legal possession of the said Land for the Project;
- ii. The Promoter/Vendor has lawful rights and requisite approvals from the competent authorities to carry out development of the Project;
- iii. There are no encumbrances upon the said Land for the Project;
- iv. There are no litigations pending before any Court of Law or Authority with respect to the said Land, Project or the Unit ;

- v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land, Project and Unit are valid and subsisting and have been obtained by following due process of law. Further, the Promoter/Vendor has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Project, Building and Unit and common areas;
- vi. The Promoter/Vendor has the right to enter into this Agreement and has not committed or omitted to perform any act or thing whereby the right, title and interest of the Allottee/s created herein, may prejudicially be affected;
- vii. The Promoter/Vendor has not entered into any agreement for sale and/or development agreement or any other agreement/arrangement with any person or party with respect to the Project Land including the Project and the said Unit which will, in any manner, affect the rights of Allottee/s under this Agreement;
- viii. The Promoter/Vendor confirms that the Promoter/Vendor is not restricted in any manner whatsoever from selling the said Unit to the Allottee/s in the manner contemplated in this Agreement;
- ix. At the time of execution of the conveyance deed the Promoter/Vendor shall handover lawful, vacant, peaceful, physical possession of the Unit to the Allottee/s and the common areas to the association of Allottee/s or the competent authority, as the case may be;
- x. The Schedule Property is not the subject matter of any HUF and no part thereof is owned by any minor and/or no minor has any right, title and claim over the Schedule Property;

xi. The Promoter/Vendor has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said Project to the Competent Authority till the completion certificate has been issued and possession of Unit, plot or structure in the Project, as the case may be, along with common areas (equipped with all specifications, amenities and, facilities) has been handed over to the Allottee/s and the association of Allottee/s or the competent authority, as the case may be;

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

xiii. That the property is not Waqf Property.

## **9. EVENTS OF DEFAULTS AND CONSEQUENCES :**

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

i. Promoter/Vendor fails to provide ready to move in possession of the Unit to the Allottee/s within the time period specified in para 7.1 or fails to complete the Project within the stipulated time disclosed at the time of registration of the Project with the Authority. For the purpose of this para 'ready to move in possession' shall mean that the Unit shall be in a habitable condition which is complete in all respects;

ii. Discontinuance of the Promoter/Vendor business as a Promoter/Vendor on account of suspension or revocation of his

registration under the provisions of the Act or the rules or regulations made thereunder.

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

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

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

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

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

i. In case the Allottee/s fails to make payment for consecutive demands made by the Promoter/Vendor as per the **Payment**

**Plan annexed hereto,** despite having been issued notice in that regard the Allottee/s shall be liable to pay interest to the Promoter/Vendor on the unpaid amount at the rate prescribed in the Rules. It is clarified that reminders and or notices for payment of installments or notice for rectification of default as per the Payment Plan shall also be considered as Demand for the purpose of this clause;

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

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

#### **10. CONVEYANCE OF THE SAID UNIT :**

The Promoter/Vendor, on receipt of Total Price of the Unit as per para 1.2 under the Agreement from the Allottee/s, shall execute a conveyance deed and convey the title of the Unit together with proportionate indivisible share in the Common Areas within 3 months from the date of issuance of the occupancy certificate and the completion certificate, as the case may be, to the Allottee/s;

Provided that, in the absence of local law, the conveyance deed in favour of the Allottee/s shall be carried out by the Promoter/Vendor within 3 (three) months from the date of issue of occupancy certificate. However, in case the Allottee/s fails to deposit the stamp duty and/or registration charges within the period mentioned in the notice, the Allottee/s authorizes the Promoter/Vendor to withhold registration of

the conveyance deed in his/her favour till payment of stamp duty and registration charges to the Promoter/Vendor is made by the Allottee/s. The Allottee/s shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act including any actions taken or deficiencies/penalties imposed by the competent authority(ies).

**11. MAINTENANCE OF THE SAID UNIT/PROJECT:**

The Promoter/Vendor shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the Project by the association/Apex Body of Allottee/s upon the issuance of the completion certificate of the Project. The cost of such maintenance has been included in the Total Price of the Unit.

**12. DEFECT LIABILITY:**

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

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

The Allottee hereby agrees to purchase the Unit on the specific understanding that is/her right to the use of Common Areas shall be subject to timely payment of total maintenance charges, as determined and thereafter billed by the maintenance agency appointed or the

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

**14. RIGHT TO ENTER THE PROJECT FOR REPAIRS :**

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

**15. USAGE :**

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

**16. COMPLIANCE WITH RESPECT TO THE UNIT :**

16.1 Subject to para 11 above, the Allottee/s shall, after taking possession, be solely responsible to maintain the Unit at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in which may be in violation of any laws or rules of any authority or change or alter or make additions to the Unit and



keep the Unit, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Project is not in any way damaged or jeopardized.

16.2 The Allottee/s further undertakes, assures and guarantees that he/she would not put any sign-board/name-plate, neon light, publicity material or advertisement material etc. on the face façade of the Project or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottee/s shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee/s shall not store any hazardous or combustible goods in the Unit or place any heavy material in the common passages or staircase of in the Project. The Allottee/s shall also not remove any wall including the outer and load bearing wall of the Unit.

16.3 The Allottee/s shall plan and distribute his/her/their electrical load in conformity with the electrical systems installed by the Promoter/Vendor and thereafter the association of Allottee/s and/or maintenance agency appointed by association of Allottee/s. The Allottee/s shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

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

The Parties are entering into this Agreement for the allotment of an Unit with the full knowledge of all laws, rules, regulations, notifications applicable to the Project and this project in particular. That the Allottee/s hereby undertakes that he/she shall comply with and

carry out, from time to time after he/she has taken over for occupation and use the said Unit, all the requirements, requisitions, demands and repairs which are required by any competent Authority in respect of the Unit at his/ her own cost.

**18. ADDITIONAL CONSTRUCTIONS :**

The Promoter/Vendor undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the building plan, layout plan, sanction plan and specifications, amenities and facilities has been approved by the competent authority(ies) and disclosed, except for as provided in the Act.

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

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

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

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

**21. BINDING EFFECT :**

Forwarding this Agreement to the Allottee/s by the Promoter/Vendor does not create a binding obligation on the part of the Promoter/Vendor or the Allottee/s until, firstly, the Allottee/s signs and delivers this

Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee/s. and secondly, appears for registration of the same before the concerned Registrar at Bhaktinagar/Jalpaiguri as and when intimated by the Promoter/Vendor. If the Allottee/s fails to execute and deliver to the Promoter/Vendor this Agreement within 30 (thirty) days from the date of its receipt by the Allottee/s and/or appear before the Sub-Registrar for its registration as and when intimated by the **Promoter/Vendor**, then the Promoter/Vendor shall serve a notice to the Allottee/s for rectifying the default, which if not rectified within 30(thirty) days from the date of its receipt by the Allottee/s, application of the Allottee/s shall be treated as cancelled and all sums deposited by the Allottee/s in connection therewith including the amount paid towards booking shall be returned to the Allottee/s without any interest or compensation whatsoever.

**22. ENTIRE AGREEMENT :**

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

**23. RIGHT TO AMEND :**

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

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

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising

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

**25. WAIVER NOT A LIMITATION TO ENFORCE :**

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

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

**26. SEVERABILITY :**

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

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

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

**28. FURTHER ASSURANCES :**

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

**29. PLACE OF EXECUTION :**

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

**30. NOTICES :**

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

\_\_\_\_\_,(Name of the Allottee)

W/O \_\_\_\_\_,

Residing at \_\_\_\_\_ -

**CREATIVE DWELLINGS,**

Sevoke Road,

Siliguri, P.O. Sevoke Road & P.S. - Bhaktinagar,

PIN - 734001, District - Jalpaiguri, West Bengal.

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

**31. JOINT ALLOTTEE/S :**

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

**32. GOVERNING LAW :**

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the Act and the Rules and Regulations made thereunder including other applicable laws of India for the time being in force.

- 33.** That the Promoter/Vendor has made clear to the Allottee/Purchaser/s that it/they may carry out extensive developmental/construction activities in future in the area falling outside the complex 'GREEN DELIGHT', and being adjacent to it and that the Allottee/Purchaser/s has/have confirmed that he/she/they/it shall not raise any objections or make any claims due to such developmental/construction activities or

incidental/related activities. And if the Promoter/Vendor in due course of time deems fit and proper to extend this said project by developing the nearby land, then the habitants /occupants of the said extended project shall be entitled to use and enjoy all the common portions, common areas, common utilities, such as roadways, pathways, frontage, entry/exit points, passages, access -ways etc., and all the other facilities for enjoyment of the said added areas or any construction or development therein, as they have been inhabitants of the said Complex 'GREEN DELIGHT',. The Allotee/Purchaser/s hereby admits and accepts that the Promoter/Vendor and/or employees and/or agents and/or contractors of the Promoter/Vendor shall be entitled to use and utilize the common portions for movement of building materials and for other purposes. That the Promoter/Vendor has made clear to the Allotee/Purchaser/s that the **Promoter/Vendor** shall be entitled to link the said complex with lands or landed properties adjacent and/or adjoining to the said complex "GREEN DELIGHT", whether by acquiring (in their/its name or in the names of any group company/ associates/ sister concern/ nominee) the same and/or entering upon any negotiation or contract with the owner/s of the same and shall be entitled to give, take and/or share any right, title, interest, benefit, advantage etc., with the added areas as the Promoter/Vendor may from time to time deem fit and proper. That the **Promoter/Vendor** has further made clear to the Allotee/Purchaser/s that the Promoter/Vendor may cause or allow building plans for construction at the said added areas to be sanctioned by using or showing the frontage or any other beneficial characteristics of the said complex 'GREEN DELIGHT', for or relating to any such additions, constructions or alterations, etc., the Promoter/Vendor, with the approval of the experts, have the right to do all acts, deeds and things and make all alterations and connections and to connect all existing utilities and facilities available at the said complex 'GREEN DELIGHT', viz. generators (for lighting of common areas and facilities), transformers, water, electricity, drainage etc.,

thereto as they deem proper. The layout, landscaping, pathways, connectors may be revised or changed with the requirements of the added areas, for expansion of the said added areas as necessary. All such changes will be made as per provisions of law.

#### **34. 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 CAPTURES HEREIN BELOW. HOWEVER, IT HAS BEEN ENSURED THAT SUCH ADDITIONAL TERMS AND CONDITIONS ARE NOT IN DEROGATION OF OR INCONSISTENT WITH THE TERMS AND CONDITIONS SET OUT ABOVE OR THE ACTS AND RULES AND REGULATIONS MADE THEREUNDER.**

#### **ADDITIONAL DEFINITIONS:**

For the purpose of further clarity in this Agreement, unless the context otherwise requires:

- (i) **ALLOTTEE/S:** shall be deemed to mean and include:-
  - (a) In case the Allottee/s be an individual or a group of persons, then their respective heirs legal representatives executors and administrators;
  - (b) In case the Allottee/s be a Hindu Undivided family, then its coparceners or members for the time being and their



respective heirs legal representatives executors and administrators;

(c) In case the Allottee/s be a partnership firm, then its partners for the time being their respective heirs legal representatives executors administrators;

(d) In case the Allottee/s be a company, then its successors or successors-in-interest;

(ii) **UNIT:** shall mean the Residential Flat, Residential Flat, Being Unit No. \_\_\_\_\_, Block \_\_\_\_\_, in the Project Complex “GREEN DELIGHT”, as permissible under the applicable law and pro rata share in the common areas, more particularly described in **Schedule B.**

(iii) THAT the term UNFINISHED RESIDENTIAL PREMISES' here means that the entire civil and structural construction of the building is complete along with plaster coat and primer coat. However, the internal finishing is incomplete, wherein the plaster, putty, primer, bathroom fittings, electrical wiring as specified, floor tiles, kitchen tiles as specified by the Promoter/Vendor would be provided by the Promoter/Vendor. Any kind of Fittings and Furniture or any other development is to be completed by the Allottee/Purchasers and as per the choice of the Allottee/Purchaser.

(iv) **APEX BODY:** shall mean a body to be created under relevant laws by the Promoter/Vendor to take over the overall charge of the said Project from the Promoter/Vendor and inter-alia for the purpose of managing and controlling the maintenance of the Complex or any Association formed under the Relevant Laws.

(v) **ARCHITECTS:** shall mean the Architects appointed by

the Promoter/Vendor or such other Architect as the Promoter/Vendor may appoint from time to time for the Project.

(vi) **ASSOCIATION:** shall mean a body formed under the West Bengal Apartment Ownership Act, 1972, or any other laws for the time being in force.

(vii) **CARPET AREA:** means the net usable floor area of Unit, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Unit for exclusive use of the Allottee/s or verandah area and exclusive open terrace area appurtenant to the said Unit for exclusive use of the Allottee/s, but includes the area covered by the internal partition walls of the Unit.

(viii) **COMMON AREAS:** shall mean the areas common to the Unit in the Project, which would include but not limited to meter rooms, main gates, security rooms, electrical rooms, security's quarter, paths and passages, staircases, lifts and lift lobbies, common passage, drive ways, entrance gates, fire escapes, terraces, administrative and caretaker's room, toilet meant for common area, water connection in the entire Project, common equipment in respect of common portions like lift or lift installations, generator and installations, drains, pipes, water supply systems, sewage and drainage systems, specifically for the purpose of common use by Co- Allottee/s and/or Co-Occupiers of the Project Land, and all other portion of the Project including those necessary for the purpose of maintenance, safety etc., more fully and particularly described in **Schedule "E"**, hereunder written.

(ix) **CO-ALLOTTEE/S:** according to the context shall mean all the buyers and/or Allottee/s and the joint holder, who for the time being have either completed the purchase of any Unit or have agreed to

purchase any Unit and have taken possession of such Unit and for all unsold Units, possession whereof not having been parted with by the Promoter/Vendor.

(x) **COMMON EXPENSES**: shall mean and include all operational expenses, including but not limited to expenses towards repair, maintenance, management, upkeep and administration of the Common Areas and Service Installations and for rendition of services in common to the Co- Allottee/s, and all other expenses for the common purposes of the Project, to be contributed, borne, paid and shared on actual by the Co- Allottee/s and also for the common areas as described in **Schedule “E”** hereunder written.

(xi) **COMMON PURPOSES**: shall mean and include the purpose of managing, maintaining and up keeping the Common Areas and Service Installations, rendering common services in common to the Co-Allottee/s as described in **Schedule “E”**, collection of Common Costs and disbursement of the Common Expenses and administering and dealing with the matter of the common interest of the Co-Allottee/s and relating to their mutual rights and obligations for the beneficial usage of their respective Units exclusively, and the Common Areas and Service Installations in common.

(xii) **COMPLETION NOTICE**: shall mean the notice contemplated in Clause 7.

(xiii) **DATE OF COMMENCEMENT OF LIABILITY**: shall mean the date on which Allottee/s takes actual physical possession of the Unit after fulfilling all his liabilities and obligations in terms of this Agreement or the date next after expiry of the Completion Notice irrespective of whether Allottee/s take actual physical possession or not. The Allottee/s liability will commence

either on expiry of Completion Notice or on the date of taking possession whichever is earlier.

(xiv) **MAINTENANCE BODY**: shall mean and include the Promoter/Vendor or its Agency till the Promoter/Vendor is managing the maintenance of the Project. Post hand over of the management of the Project by the Promoter/Vendor, the Apex Body shall be considered as the Maintenance Body.

(xv) **NON REFUNDABLE AMOUNT**: shall mean (a) Interest on any overdue payments and (b) brokerage paid to channel partners/brokers, if any, and (c) administrative charges as per Promoter/Vendor policy and (d) all taxes paid by the Promoter/Vendor to the Authorities and (e) amount of stamp duty and registration charges to be paid on deed of cancellation of this Agreement, if Agreement is registered and (f) any other taxes which are currently applicable or may be applicable in future which the Promoter/Vendor may incur either by way of adjustment made by the bank in installments or paid directly by the Promoter/Vendor to the bank.

(xvi) **PLAN**: shall mean the final plan duly sanctioned, Vide Building Plan Memo No. \_\_\_\_\_ of Dated. \_\_\_\_\_, duly sanctioned by the Siliguri Municipal Corporation, Dist-Darjeeling, West Bengal., for construction of **Ground (Parking) Plus Four Storied Residential Building**, along with the common areas, parts and facilities, to be developed on the Project **Land** in the name and style '**GREEN DELIGHT**'.

(xvii) **PROJECT LAND**: shall mean the entirety of the area comprising **ALL THAT LAND MEASURING 26 KATHAS 02 CHATAKS 53 SQUARE FEET**S, be the same little more or less, together with all easement rights, privileges, and appurtenances thereto situated

and lying at Mother Teresa Road Bye Lane, more fully and particularly described in the **Schedule “A”** hereunder.

(xviii) **PROJECT**: shall indicate **Ground (Parking) Plus Four Storied Residential Building**, along with the common areas, parts and facilities, to be developed on the Project Land in the name and style ‘**GREEN DELIGHT**’”.

(xix) **RELEVANT LAWS/APPLICABLE LAWS**: means and includes any applicable Central, State or local law(s), statute(s), ordinance(s), rule(s), regulation(s), notification(s), order(s), bye-laws, etc. including amendment(s)/modifications thereto, any government notifications, circulars, office order, directives, etc. or any government notifications, circulars, directives, order, direction, judgment, decree or order of a judicial or a quasi-judicial authority, etc. whether in effect on the date of this Agreement;

(xx) **SAID SHARE**: shall mean stipulated proportionate undivided indivisible impartible share in the land underneath the Project which the Unit agreed to be purchased hereunder by the Allottee/s and attributable to the said Unit;

(xxi) **SERVICE INSTALLATIONS**: shall comprise of sewers, drains, channels, pipes, water courses, gutters, main wires cables, conduits, aerials, tanks, water treatment unit, sewage treatment plant, street light poles, garden lights, pumps with related equipment and soak ways and any other apparatus for the supply of water electricity telephone or television lines or for the disposal of foul or surface water, etc.;

(xxii) **SPECIFICATION**: shall mean the specification for the said Project as mentioned in **Schedule “D”** hereunder written subject to

the alterations or modifications as may be suggested or approved by the Architect;

(xxiii) Words importing **SINGULAR NUMBER** shall include the **PLURAL NUMBER** and vice versa.

(xxiv) Words importing **MASCULINE GENDER** shall include the **FEMININE GENDER** and **NEUTER GENDER**; Similarly words importing **FEMININE GENDER** shall include **MASCULINE GENDER** and **NEUTER GENDER** Likewise **NEUTER GENDER** shall include **MASCULINE GENDER** and **FEMININE GENDER**.

### **35. OTHER TERMS AND CONDITIONS**

**A.** Additional disclosures and details are as follows:

- i. The Promoter/Vendor has sole and exclusive right to sell the Unit in the said Project to be constructed by the Promoter/Vendor and to enter into Agreement/s with the Allottee/s of the Unit and receive the sale consideration in respect thereof;
- ii. On demand from the Allottee/s, the Promoter/Vendor has given inspection to the Allottee/s of all the documents of title relating to the Project Land and the plans, designs and specifications prepared by the Promoter/Vendor Architects and of such other documents as are specified under the Act, the Rules and Regulations made thereunder;
- iii. The Promoter/Vendor has obtained approvals from the concerned local authority(s) to the plans for the said Project and shall also obtain balance approvals (if any) from various authorities from time to time, including but not limited to Occupancy Certificate of the

said Project;

- iv. While sanctioning the said Project Land concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter/Vendor while developing the Project Land and the said Unit in the Project and upon due observance and performance of which only the completion or occupancy certificate in respect of the said Unit/Project shall be granted by the concerned local authority;
- v. The Parties hereby confirm that they are signing the Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project;
- vi. 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;
- vii. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter/Vendor hereby agrees to sell and the Allottee/s hereby agrees to purchase the Unit as specified herein.
- viii. It is hereby agreed by the Parties that upon receipt of occupation certificate for the said Unit, the Allottee/s shall not be entitled to terminate this Agreement. Further, in case the Allottee/s fail/s to respond and/or neglect/s to take possession of the Unit within the aforementioned time as stipulated by the Promoter/Vendor, then the Promoter/Vendor shall also be entitled along with other rights under

this Agreement, to forfeit the entire booking amount towards the Unit along with interest on default in payment of installments (if any), applicable taxes and any other charges/amounts. The Allottee/s further agree/s and acknowledge/s that the Promoter/Vendor obligation of delivering possession of the Unit shall come to an end on the expiry of the time as stipulated by the Promoter/Vendor and that subsequent to the same, the Promoter/Vendor shall not be responsible and/or liable for any obligation towards the Allottee/s for the possession of the Unit.

**B.** Payment of consideration against the Unit, shall be as per the Payment Schedule and in the manner stipulated in **Schedule “C”**.

**C. TAX DEDUCTED AT SOURCE**

The Allottee/s is aware that the Allottee/s has/have to deduct the applicable Tax Deduction at Source (TDS) at the time of making of actual payment or credit of such sum to the account of the Promoter/Vendor, whichever is earlier as per section 194 IA in the Income Tax Act, 1961. Further, the Allottee/s shall submit the original TDS certificate within the prescribed timelines mentioned in the Income Tax Act, 1961.

**D. INTEREST**

i. All outstanding amounts payable by any Party under this Agreement to other Party shall carry applicable interest at the rate of (i) 2% (two percent) above the then existing SBI MCLR (State Bank of India – Marginal Cost of Lending Rate) per annum or (ii) such other rate of interest higher/ lower than 2% as may be prescribed under the Act/ Rules (“Interest”) from the date they fall due till the date of receipt/realization of payment by the other Party.

ii. Any overdue payments so received will be first adjusted against



Interest then towards statutory dues and subsequently towards outstanding principal amounts.

iii. Without prejudice to the other rights of the Promoter/Vendor hereunder, the Promoter/Vendor shall in respect of any amounts remaining unpaid by the Purchaser/s under this Agreement, have a first charge / lien on the Unit and the Purchaser/s shall not transfer his/her/their/its rights under this Agreement, in any manner whatsoever, without making full payment of all amounts payable by the Purchaser/s under this Agreement, to the **Promoter/Vendor**. It is hereby clarified that for the purposes of this Agreement payment shall mean the date of credit of the amount in the account of the Promoter/Vendor.

#### **E. OUTGOINGS**

i. From the Possession Date, the Allottee/s shall be liable to bear and pay the proportionate share of outgoings in respect of the Land and Project namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, security agency, sweepers and all other expenses necessary and incidental to the management and maintenance of the and the Project and or structure therein.

ii. Until the conveyance of the structure of the Project to the common organization, the Allottee/s shall pay to the Promoter/Vendor such proportionate share of outgoings as may be determined by the common organization. The Allottee/s further agrees that till the Allottee/s' share is so determined, the Allottee/s shall pay to the Promoter/Vendor provisional monthly contribution as determined by the Promoter/Vendor from time to time. The amounts so paid by the Allottee/s to the Promoter/Vendor shall not carry any interest and

remain with the Promoter/Vendor until a conveyance in favour of common association as aforesaid. On such conveyance being executed the balance amount of deposits shall be paid over by the Promoter/Vendor to the common organization.

iii. The Promoter/Vendor shall maintain a separate account in respect of sums received by the Promoter/Vendor from the Allottee/s as advance or deposit, sums received and retained by the Promoter/Vendor till the time the Association/Apex Body/Company is formed, subsequently on account of association or Company or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

iv. In case the transaction being executed by this Agreement between the Promoter/Vendor and the Purchaser is facilitated by a registered real estate agent/channel partner/broker, all amounts (including taxes) agreed as payable remuneration/fees/charge for services/commission/brokerage to the registered real estate agent/channel partner/broker, shall be paid by the Promoter/Vendor /Purchaser/both, as the case may be, in accordance with the agreed terms of payment.

#### **F. FACILITY MANAGEMENT COMPANY / AGENCY**

i. By executing this Agreement, the Allottee/s agree/s and consent/s to the appointment by the Promoter/Vendor of any agency, firm, corporate body, organization or any other person (**Facility Management Company/Agency**) to manage, upkeep and maintain the Unit in the Project together with the Building/s/Structure/s, and the Land, garbage, disposal system and such other facilities, that the Promoter/Vendor may require to install, operate and maintain common areas, amenities, common facilities, parking areas and open spaces.

## **G. BRAND NAME AND PROJECT NAME**

i. It is agreed by the Allottee/s that the name of the Project ‘GREEN DELIGHT’, may be changed at the sole discretion of the Promoter/Vendor in accordance to the Relevant Laws.

ii. It is further agreed by the Allottee/s that the association of the brand name **CREATIVE DWELLINGS** (in its registered logo form) or a combination of words with prefix (“Brand Name”) shall at all times be subject to the sole control of **CREATIVE DWELLINGS**. It is agreed and accepted by the Allottee/s that the Brand Name shall always be used in the form in which it is registered with the concerned authorities and the color combination, the design, the appearance shall not be changed under any circumstances, unless **CREATIVE DWELLINGS** has itself informed in writing about any change in the logo/Brand Name. The Brand Name will be associated with the Project, the Building/s/Structure/s in the Project, as well as the Association (which would be formed gradually), unless a different understanding is captured between **CREATIVE DWELLINGS** and the Association. It is further agreed that the association of the Brand Name shall not, under any circumstances, be construed as a license or any other interest granted to any person in the Brand Name and all intellectual property rights in and arising out of or connected with the Brand Name and ownership of the Brand Name shall at all times vest in and be held exclusively by the **CREATIVE DWELLINGS**. The Allottee/s further agree/s to not use the Brand Name and / or any intellectual property in the Brand Name in any manner and for any purpose whatsoever except as otherwise permitted by **CREATIVE DWELLINGS**. The Allottee/s and the Association of the Unit Allottee/s shall not be entitled to change the name of the Project without written consent of **CREATIVE DWELLINGS**.

## **H. REPRESENTATIONS BY THIRD PARTIES**

The Allottee/s acknowledge(s), agree(s) and undertake(s) that the Allottee/s shall neither hold the Promoter/Vendor or any of its sister concerns/ affiliates liable/ responsible for any representation(s)/ commitment(s)/offer(s) made by any third party to the Allottee/s nor make any claims/demands on the Promoter/Vendor or any of its sister concerns/ affiliates with respect thereto.

#### **I. TRANSFER**

Only after (i) payment of minimum 50 percent of the Total Consideration by the Allottee/s and (ii) a term of 1½ (one and a half) years (i.e. 18 months) has elapsed from the date of allotment letter whichever is later, the Allottee/s may transfer his rights, title and interest in the Unit under this Agreement to any third person / entity after obtaining prior written consent of the Promoter/Vendor. Any such transfer by the Allottee/s shall be subject to the terms and conditions of this Agreement, Relevant Laws, notifications/ governmental directions, the Allottee/s submitting documentary proof as may be required by the Promoter/Vendor, payment of the monies due and payable by the Allottee/s under this Agreement and payment of applicable transfer / administrative fee of Rs.100/- (Rupees One Hundred Only) per square feet plus taxes as applicable on the carpet area of the Unit to the Promoter/Vendor. Further, the Promoter/Vendor reserves the right to allow such transfer at its sole discretion.

#### **J. OBLIGATIONS, COVENANTS, REPRESENTATIONS OF ALLOTTEE/S**

I. The Allottee/s or himself/themselves with intention to bring all persons into whosoever hands the Unit may come, hereby covenants, represents with the Promoter/Vendor as follows :-

- i. At or before execution of this Agreement the Allottee/s-

- a. have fully satisfied themselves as to the title of the Owners and the right of the Promoter/Vendor in respect of the said Project Land;
- b. have inspected the plan sanctioned by the authorities concerned in respect of the Project and the Unit being constructed by the Promoter/Vendor and agrees not to raise any objection with regard thereto;
- c. have satisfied themselves about the project layout and the future sanctions to be obtained and the future constructions to be made by the Promoter/Vendor on the said Project Land;
- d. have verified the location and site of the said Unit including the egress and ingress thereof and also the area of the Unit as stated in this Agreement and agrees not to dispute the same;
- e. have acknowledged that the right of the Allottee/s shall remain restricted to the said Unit;
- f. have acknowledged that the Promoter/Vendor shall be entitled to change and/or alter and/or modify the said Plan including change of use of any part or portion of the Project being constructed erected and completed on the said Project Land and the Allottee/s shall have no objection thereto;
- g. have satisfied themselves as to the Carpet area and built up area in relation thereto to comprise in the said Unit and also the common parts/portions which would be common for all the occupants of the various Units comprised in the Project and the other common area as designated by the Promoter/Vendor in the Project and has agreed not to challenge or dispute the same in any manner whatsoever

or however.

ii. To maintain the Unit at the Allottee/s' own cost in good and tenable repair and condition from the date that of possession of the Unit is taken and shall not do or suffer to be done anything in or to the Building/s/Structure/s in the Project in which the Unit is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the Building/s/Structure/s in the Project in which the Unit is situated and the Unit itself or any part thereof without the consent of the local authorities, if required.

iii. Not to store in the Unit any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the Building/s/Structure/s in the Project in which the Unit is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the Building/s/Structure/s in the Project in which the Unit is situated, including entrances of the Building/s/Structure/s in the Project in which the Unit is situated and in case any damage is caused to the Building/s/Structure/s in the Project in which the Unit is situated or the Unit on account of negligence or default of the Allottee/s in this behalf, the Allottee/s shall be liable for the consequences of the breach.

iv. Further, the Allottee/s shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to completion of construction by the Promoter/Vendor provided in **Schedule 'C'**.

v. To carry out at his own cost all internal repairs to the said Unit and maintain the Unit in the same condition, state and order in which it

was delivered by the Promoter/Vendor to the Allottee/s and shall not do or suffer to be done anything in or to the Building/s/Structure/s in the Project Building/s/Structure/s in the Project in which the Unit is situated or the Unit which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee/s committing any act in contravention of the above provision, the Allottee/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

vi. Not to demolish or cause to be demolished the Unit or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Unit or any part thereof, nor any alteration in the elevation and outside colour scheme of the Building/s/Structure/s in the Project in which the Unit is situated nor shall demand partition of the Allottee/s' interest in the Unit and shall keep the portion, sewers, drains and pipes in the Unit and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the Building/s/Structure/s in the Project in which the Unit is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC or other structural members in the Unit without the prior written permission of the Promoter/Vendor and/or the society or the limited company.

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

viii. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the Building/s/Structure/s in the Project in which the Unit is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.

ix. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Unit in the compound or any portion of the Project land and the Project in which the Unit is situated.

x. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Unit by the Allottee/s for any purposes other than for purpose for which it is sold.

xi. Not cause any nuisance, hindrance, disturbance and annoyance to other Allottee/s of Units in the Project or other occupants or users of the Project, and also occupiers of any adjacent, contiguous or adjoining properties.

xii. Permit the Promoter/Vendor and their surveyors and agents with or without workmen and others at all reasonable times to enter into and upon the Unit or any part thereof, to view and examine the state and condition thereof or to repair the same, at the cost of the Allottee/s.

xiii. After possession of the Unit is handed over the Allottee/s, the Allottee/s may insure the Unit from any loss, theft, damage caused due to human intervention or due to any act of god or other force majeure incident including fire, riot, strikes, earthquakes, natural calamity or any other cause beyond reasonable human control, and the



Promoter/Vendor shall not be responsible for any loss/damage suffered thereafter or due to any act of god or other force majeure incident including fire, riot, strikes, earthquakes, natural calamity or any other cause beyond reasonable human control, and the Promoter/Vendor shall not be responsible for any loss/damage suffered thereafter.

xiv. The Allottee/s and/or the Promoter/Vendor shall present this Agreement as well as the conveyance and / or any other document as may be required, in accordance to the provisions of the Registration Act, 1908.

xv. The Allottee/s shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Unit until all the dues payable by the Allottee/s to the Promoter/Vendor under this Agreement are fully paid up.

xvi. The Allottee/s shall observe and perform all the rules and regulations which the limited company or apex body or federation or the association may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said Project and the Units therein and for the observance and performance of the Building rules, regulations and bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee/s shall also observe and perform all the stipulations and conditions laid down by the association/apex body/federation regarding the occupancy and use of the Unit in the Project and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

xvii. Till a declaration under the Relevant Law for the time being in force is being granted by the Promoter/Vendor towards the Project land

on which the Project in which Unit is situated is executed in favour of Apex Body or Association, the Allottee/s shall permit the Promoter/Vendor and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the Project land or any part thereof to view and examine the state and condition thereof.

## **II. USAGE :**

i. The Allottee/s hereby confirms/s and acknowledge/s that the specifications mentioned in the advertisement / communications towards the Project, the Unit and its colour, texture, the fitting(s) / fixture(s) or any installations depicted therein are only suggested and the same are not intended to be provided as a standard specifications and/or services or cannot be construed as same. The Allottee/s has/have not relied on the same for his/her/their/its decision to acquire Unit in the Project and also acknowledges that the Allottee/s has/have seen all the sanctioned layout plans and time schedule of completion of the Project.

ii. The Allottee/s undertakes that the Allottee/s has/have taken the decision to purchase the Unit in the Project out of his/her/their own free will, based solely upon the information provided along with the documents enclosed, after giving careful consideration to the nature and scope of the entire development explained to the Allottee/s by the Promoter/Vendor in person including the disclosures contained herein and on the basis of the specifications, locations, quality, services, etc. contained in this Agreement.

iii. Save and except the information / disclosure contained herein the Allottee/s confirm/s and undertake/s to not to make any claim against Promoter/Vendor or seek cancellation of the Unit or refund of the monies paid by the Allottee/s by reason of anything contained in other information / disclosure not forming part of this Agreement

including but not limited to publicity material / advertisement published in any form or in any channel.

iv. The Allottee/s agrees and undertakes that the Promoter/Vendor shall not be responsible in any manner whatsoever in case of any attachment or other proceedings that may be made or taken in respect of the Unit by concerned authorities due to non-payment by the Allottee/s or any other Unit Allottee/s of their respective proportion of the taxes / outgoings payable to the concerned authorities on account of default in making such payments.

v. The Allottee/s shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter/Vendor and thereafter the association of Allottee/s and/or maintenance agency appointed by association of Allottee/s. The Allottee/s shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

vi. The Allottee/s hereby consents that the Promoter/Vendor shall be entitled to develop the balance area of the entire Project Land, without any reference to the Allottee/s and/or Association, as the Promoter/Vendor may deem fit and proper until the complete optimization of the Project Layout. In this regard, the Allottee/s hereby permit the Promoter/Vendor to make any other alterations or additions in the sanctioned plans, layout plans, specifications of the Project, common areas within the Project Land, and also grant right of usage for all common areas, facilities/amenities envisaged in the entire Project Land, to be developed and/or developed in the Project Land.

vii. It is agreed by the Allottee/s that the deposit of the Ad-hoc corpus fund can be used by the Promoter/Vendor/Association for the

purpose of paying any emergency expenses towards the overdue maintenance charges, unpaid Government taxes and duties/ for all purposes as required for the maintenance of the said Project. It is further stated that the said Corpus fund shall be an interest free deposit will be kept with the Promoter/Vendor/ Association and the Promoter/Vendor/Association shall handover the said Corpus Fund to the Association of Owners, once it is formed.

#### **K. RIGHTS OF THE PROMOTER/VENDOR**

Promoter/Vendor obligation for obtaining occupation certificate /completion certificate. The Promoter/Vendor hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said Plans or thereafter and shall, before handing over possession of the Unit to the Allottee/s, obtain from the concerned local authority occupancy and /or completion certificates in respect of the Unit.

- i. It is further agreed that the Promoter/Vendor/Association shall start commencement of the common area maintenance within two months post receipt of the Completion Certificate from the Local Authority.
- ii. It is further agreed that the Promoter/Vendor/Association reserves the right to claim the additional amount towards the maintenance charges from the Allottee/s if the provision maintenance charges paid by the Allottee/s exhaust on an early date.
- iii. The Promoter/Vendor/Association shall handover the duly accounts of the maintenance funds to the Association after formation of the same and the Promoter/Vendor/ Association shall be responsible to produce the accounts of maintenance funds till

the date of formation of Association to the Allottee/s in a yearly meeting with Allottee/s.

**Additional Disclosures:** The Promoter/Vendor has clear and marketable title with respect to the Project land as let out in the title report and has the requisite rights to carry out development upon the Project Land and also has actual, physical and legal possession of the Project Land for the implementation of the Project.

The Promoter/Vendor has lawful rights and requisite approvals from the competent authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the Project.

- i. There are no encumbrances upon the Unit or Project Land or the Project except those disclosed in the title report, if any.
- ii. There are no litigations pending before any Court of law with respect to the Project land or Project except those disclosed in the title report, if any.
- iii. All approvals, licenses and permits issued by the competent authorities with respect to the Project and Project land are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project and the Project Land shall be obtained by following due process of law and the Promoter/Vendor has been and shall, at all times, remain to be in compliance with the Relevant Laws in relation to the Project, Project Land, and common areas.
- iv. The Promoter/Vendor has the right to enter into this Agreement

and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee/s created herein, may prejudicially be affected.

- v. The Promoter/Vendor has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the Project Land, including the Project and the Unit which will, in any manner, adversely affects the rights of Allottee/s under this Agreement.
- vi. The Promoter/Vendor confirms that the Promoter/Vendor is not restricted in any manner whatsoever from selling the Unit to the Allottee/s in the manner contemplated in this Agreement.
- vii. The Schedule Property is not the subject matter of any HUF and no part thereof is owned by any minor and/or no minor has any right, title and claim over the Schedule Property.
- viii. The Promoter/Vendor has duly paid and discharge undisputed 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.
- ix. 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 or served upon the Promoter/Vendor in respect of the Project Land and/or the Project except those disclosed in the title report.

**THE Promoter/Vendor SHALL-**

(a) be responsible for all obligations, responsibilities and functions under the provisions of the Real Estate (Regulation and Development ) Act, 2016 or the rules and regulations made thereunder or to the allottees as per the agreement for sale, or to the association of allottees, as the case may be, till the conveyance of all the apartments, plots or buildings, as the case may be, to the allottees, or the common areas to the association of allottees or the competent authority.

as the case may be:

(b) be responsible to obtain the completion certificate or the occupancy certificate, or both, as applicable, from the relevant competent authority as per local laws or other laws for the time being in force and to make it available to the allottees individually or to the association of allottees, as the case may be;

(c) be responsible for providing and maintaining the essential services, on reasonable charges, till the taking over of the maintenance of the project by the / association of the allottees;

(d) enable the formation of an association or society or co-operative society, as the case may be, of the allottees, or a federation of the same, under the laws applicable.

(e) execute a registered conveyance deed of the apartment, plot or building, as the case may be, in favour of the allottee along with the undivided proportionate title in the common areas to the association of allottees or competent authority, as the case may be, as provided under section 17 of this Act;

(f) pay all outgoings until he transfers the physical possession of the real estate project to the allottee or the associations of allottees, as the case may

be, which he has collected from the allottees, 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);

(g) after he executes an agreement for sale for any apartment/unit, plot or building, as the case may be, not mortgage or create a charge on such apartment, plot or building, as the case may be, and if any such mortgage or charge is made or created then;

(h) shall not transfer or assign his majority rights and liabilities in obligations respect of a real estate project to a third party without obtaining prior written consent from two-third allottees, except the Promoter/Vendor and without the prior written approval of the Authority.

(i) shall obtain all such insurances as may be notified by the appropriate Government.

### **RIGHTS AND DUTIES OF ALLOTTEES**

1. The allottee shall be entitled to obtain the information relating to sanctioned Rights and plans, layout plans along with the specifications, approved by the competent authority.
2. The allottee shall be entitled to know stage-wise time schedule of completion of the project, including the provisions for water, sanitation, electricity and other amenities and services as agreed to between the Promoter/Vendor and the allottee in accordance with the terms and conditions of the agreement for sale.



3. The allottee shall be entitled to claim the possession of apartment, plot or building, as the case may be, and the association of allottees shall be entitled to claim the possession of the common areas, as per the declaration given by the Promoter/Vendor under sub-clause (C) of clause (1) of sub-section (2) of section 4.
4. The allottee shall be entitled to claim the refund of amount paid along with interest at such rate as may be prescribed and compensation in the manner as provided under this Act, from the promoter, if the Promoter/Vendor fails to comply or is unable to give possession of the apartment, plot or building, as the case may be, in accordance with the terms of agreement for sale or due to discontinuance of his business as a Promoter/Vendor on account of suspension or revocation of his registration under the provisions of this Act or the rules or regulations made thereunder.
5. The allottee shall be entitled to have the necessary documents and plans, including that of common areas, after handing over the physical possession of the apartment or plot or building as the case may be, by the Promoter/Vendor.
6. Every allottee, who has entered into an agreement for sale to take an apartment, plot or building as the case may be, under section 13, shall be responsible to make necessary payments in the manner and within the time as specified in the said agreement for sale and shall pay at the proper time and place, the share of the registration charges, municipal taxes, water and electricity charges, maintenance charges, ground rent, and other charges, if any.
7. The allottee shall be liable to pay interest, at such rate as may be prescribed, for any delay in payment towards any amount or charges

to be paid under sub-section (6).

8. The obligations of the allottee under sub-section (6) and the liability towards interest under sub-section (7) may be reduced when mutually agreed to between the promoter and such allottee.
9. Every allottee of the apartment, plot or building as the case may be, shall participate towards the formation of an association or society or cooperative society of the allottees, or a federation of the same.
10. Every allottee shall take physical possession of the apartment, plot or building as the case may be, within a period of two months of the occupancy certificate issued for the said apartment, plot or building, as the case may be.

**L. IT IS CLEARLY UNDERSTOOD AND AGREED BY THE PARTIES THAT –**

- i. The Promoter/Vendor reserves to itself the unfettered right to the full, free and complete right of way and means of access over, along and under all the internal access roads in the Project Land and any common rights of ways with the authority to grant such rights to the Allottee/s and/or users of Unit(s) in the Project being constructed on the Project Land (present and future) at all times and the right of access to the Project Land for the purpose of installing, repairing, maintaining and inspecting the ancillary structures such as pump rooms, motor rooms, watchman rooms, sewage treatment plant, underground tanks, substation of power supply company etc. situated on the Project Land and also to lay and connect drains, pipes, cables and other service lines and amenities (including underground and overhead) other amenities necessary for the full and proper use and enjoyment of the Project Land and if necessary to connect the drains, pipes, cables etc.

under, over or along the Project Land appurtenant to each and every Building/s/Structure/s in the Project to be constructed on the Project Land (including the Building/s/Structure/s in the Project ) without in any way obstructing or causing nuisance to the ingress and egress of the Allottee/s /other occupants of Unit(s) in Building/s/Structure/s in the Project constructed on the Project Land till such time the Land is handed over to the association/society/ Apex Body/ Apex Bodies.

- ii. Necessary provisions for the above shall be made in the transfer documents to be deeds of transfer/assignment/declaration/deeds of Unit to be executed in respect of the sale/transfer of Unit in the Building/s/Structure/s in the Project to be constructed on the Project Land. The Allottee/s hereby expressly consents to the same.
- iii. The Allottee/s agree/s that the Allottee/s shall along with other Allottee/s / occupiers of the other phases of the Project observe and perform the terms and conditions regarding use, enjoyment and sharing of Common Areas and Facilities to be provided in the Project Land, a list of the same is annexed hereto as **Schedule “E”**. The Allottee/s shall also, observe and perform the terms and conditions regarding use, enjoyment and sharing of Common Areas and Facilities which will be common for the entire Project.
- iv. It is clearly understood and agreed by the Allottee/s that all the facilities/amenities/common areas mentioned in the **Schedule “E”**, may not be ready and/or operational for use at the time of handing over of the possession of the Unit. However, it is understood by the Allottee/s all those facilities/amenities, which are not ready and/or operational will be handed over in the manner prescribed in the aforementioned Schedule. It is further agreed by the Allottee/s that the persons and/or entities/agencies named to provide the amenities

as mentioned in any offer document/brochure/collaterals are tentative and may be altered/modified.

- v. In case the Allottee/s fails to make payment for consecutive demands made by the Promoter/Vendor as per the Payment Plan (**Schedule “C”**) and the default continues for a period beyond 2 (two) consecutive months after notice from the Promoter/Vendor, the Promoter/Vendor shall be entitled, at its sole option, to terminate this Agreement and forfeit **as per Clause 7.5**, along with the Non Refundable Amount, if any, without any liabilities towards costs/damages/interest etc. shall be refunded without interest whatsoever simultaneously upon the Allottee/s executing and registering the deed of cancellation or such other document (“**Deed**”) within 30 (thirty) days of termination notice by the Promoter/Vendor, failing which the Promoter/Vendor shall be entitled to proceed to execute /register the Deed with the appropriate Sub-Registrar, including as an authorized constituted attorney of the Allottee/s and the Allottee/s hereby acknowledges and confirms. The Parties further confirm that any delay or default in such execution/ registration shall not prejudice the cancellation, the Promoter/Vendor right to forfeit and refund the balance to the Allottee/s and the Promoter/Vendor right to sell/transfer the Unit. Further, upon such cancellation, the Allottee/s shall not have any right, title and/or interest in the Unit and/or the Project and/or the Project Land and the Allottee/s waives his/her/their/its right to claim and/or dispute against the Promoter/Vendor in any manner whatsoever. The Allottee/s acknowledges and confirms that the provisions of this clause shall survive termination of this Agreement.
- vi. The Allottee/s hereby agree/s that in case the Allottee/s fail/s to respond and/or neglects to take possession of the Unit within the

time stipulated by the Promoter/Vendor, then the Allottee/s shall in addition to the above, pay to the Promoter/Vendor holding charges at the rate of Rs. 110/- (Rupees One Hundred and Ten only) per month per square meter of the Total Area of the Unit (“Holding Charges”) and applicable maintenance charges towards upkeep and maintenance of the common areas and facilities and common facilities (if any) for the period of such delay. During the period of said delay the Unit shall remain locked and shall continue to be in possession of the Promoter/Vendor but at the sole risk, responsibility and cost of the Allottee/s in relation to its deterioration in physical condition.

- vii. It is hereby agreed between the Parties that upon receipt of occupation certificate for the said Unit, the Purchaser/s shall not be entitled to terminate this Agreement. Further in case the Purchaser/s fail/s to respond and/or neglect/s to take possession of the Unit within the aforementioned time as stipulated by the Promoter/Vendor, then the Promoter/Vendor shall also be entitled along with other rights under this Agreement, to forfeit the entire booking amount towards the Unit along with interest on default in payment of installments (if any), applicable taxes and any other charges/amounts. The Purchaser/s further agree/s and acknowledge/s that the Promoter/Vendor obligation of delivering possession of the Unit shall come to an end on the expiry of the time as stipulated by the Promoter/Vendor and that subsequent to the same, the Promoter/Vendor shall not be responsible and/or liable for any obligation towards the Purchaser/s for the possession of the Unit.

#### **M. UNSOLD UNITS AND RETENTION**

- i. All unsold and/or unallotted premises/units, areas and spaces in the Building / Complex, including without limitation, parking

spaces and other spaces in the basement and anywhere else in the Building/Complex and Project shall always belong to and remain the property of the Promoter/Vendor at all times and the Promoter/Vendor shall continue to remain in overall possession of such unsold and/or unallotted premises/units and shall be entitled to enter upon the Project and the Building / Complex to enable it to complete any unfinished construction work and to provide amenities and facilities as the Promoter/Vendor may deem necessary.

- ii. The Promoter/Vendor shall without any reference to the Purchaser/s, association / Apex Body / Apex Bodies, be at liberty to sell, let, sub-let, dispose of or otherwise deal with in any manner whatsoever all such unsold and/or unallotted premises/units and spaces therein, as it deems fit. The Promoter/Vendor shall be entitled to enter in separate agreements with the purchasers of different premises/units in the Building / Complex on terms and conditions decided by the Promoter/Vendor in its sole discretion and shall without any delay or demur enroll the new purchaser/s as member/s of the association / Apex Body / Apex Bodies. The Purchaser/s and / or the association / Apex Body / Apex Bodies shall not claim any reduction in the Total Consideration and/or any damage on the ground of inconvenience and/or nuisance or on any other ground whatsoever. Further, the Promoter/Vendor shall not be liable to pay / contribute any amount on account of non-occupancy charges or for any other charges / fund provided for under the bye-laws, rules and regulations or resolutions of the association / Apex Body / Apex Bodies.

#### **N. RIGHT OF ALLOTTEE/S TO THE UNIT AND COMMON AREAS**

Nothing contained in this Agreement is intended to be nor shall be

construed as a grant, demise or assignment in law, of the said Units or of the said Project Land and the Project or any part thereof. The Allottee/s shall have no claim save and except in respect of the Unit hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces spaces, will remain the property of the Promoter/Vendor until the said structure of the Building/s/Structure/s in the Project is transferred to the Association/Apex Body/ or other body.

**O. PRESENT FOR REGISTRATION**

The Allottee/s and/or Promoter/Vendor shall present this Agreement as well as the conveyance/assignment of lease at the proper registration office within the time limit prescribed by the Registration Act and the Promoter/Vendor will attend such office and admit execution thereof.

**P. 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.

**Q. ADDITIONAL COMPLIANCE OF LAWS**

- i. The Allottee/s hereby declare(s), agree(s) and confirm(s) that the monies paid/payable by the Allottee/s under this Agreement towards the said Unit is not involved directly or indirectly to any proceeds of the scheduled offence and is/are not designed for the purpose of any contravention or evasion of the provisions of the Prevention of Money Laundering Act, 2002, rules, regulations, notifications, guidelines or directions of any other statutory authority passed from and/or amended

from time to time (collectively “**Anti Money Laundering**”).

The Allottee/s further declare(s) and authorize(s) the Promoter/Vendor to give personal information of the Allottee/s to any statutory authority as may be required from time to time. The Allottee/s further affirms that the information/ details provided is/are true and correct in all respect and nothing has been withheld including any material facts within his/her/their/its knowledge.

- ii. The Allottee/s further agrees and confirms that in case the Promoter/Vendor becomes aware and/or in case the Promoter/Vendor is notified by the statutory authorities of any instance of violation of Anti- Money Laundering, then the Promoter/Vendor shall at its sole discretion be entitled to cancel/terminate this Agreement. Upon such termination the Allottee/s shall not have any right, title or interest in the said Unit neither have any claim/demand against the Promoter/Vendor, which the Allottee/s hereby unequivocally agrees and confirms. In the event of such cancellation/termination, the monies paid by the Allottee/s shall be refunded by the Promoter/Vendor to the Allottee/s in accordance with the terms of this Agreement only after the Allottee/s furnishing to the Promoter/Vendor no-objection / consent letter from the statutory authorities permitting such refund of the amounts to the Allottee/s.

## **R. STAMP DUTY AND REGISTRATION CHARGES**

The charges towards Stamp Duty and Registration of this Agreement shall be borne by the Allottee/s only.

It is agreed between the parties that the additional terms and conditions are not in derogation of or inconsistent with the terms and condition set out in the Act and the Rules and Regulations thereunder. In the event of any inconsistency the provisions/clauses of the Act/Rules/Regulations



shall prevail.

**SCHEDULE "A"**  
**(DESCRIPTION OF THE PROJECT LAND)**

**ALL THAT** the piece and parcel **26 KATHAS 02 CHATTAKS 53 SQUARE FEETS**, appertaining to and forming part of:-

<b>R.S.KHATIAN</b>	<b>R.S.PLOT</b>	<b>AREA</b>
<b>213</b>	<b>545</b>	<b>16 KATHAS 11 SQUARE FEETS</b>
<b>213</b>	<b>546</b>	<b>8 KATHA</b>
<b>209</b>	<b>547</b>	<b>2 KATHA 02 CHATTAK 42 SQUARE FEETS</b>
<b>TOTAL LAND</b>		<b>26 KATHAS 02 CHATTAKS 53 SQUARE FEETS</b>

**AND L.R.Plot NO.** 110 & 111, **L.R.Khatian No.** 268 & 305, **MOUZA - DABGRAM**, Pargana- Baikunthapur, J.L. No. 2, R.S.Sheet No. 8, L.R.Sheet No.43, within Ward No.41 of Siliguri Municipal Corporation, Municipal Holding No.1162/B, P.S. Bhaktinagar, Dist- Jalpaiguri, West Bengal. Situated at Mother Teresa Road, Shastri Nagar, Siliguri, Pin- 734001.

**NORTH** : Land And House of Dipankar Biswas;  
**SOUTH** : Land of House of Probhat Kr. Roy;  
**EAST** : 24 Feet SMC Road;  
**WEST** : Land of Mithu Chettri.

**SCHEDULE “B”**  
**(DESCRIPTION OF THE UNIT)**

ALL That **ONE UNIT** being a **RESIDENTIAL FLAT BEING:-**

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

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

**TOGETHER** with the **RIGHT TO PARK** a \_\_\_\_\_ in the .....of the said Complex **“‘GREEN DELIGHT’”**.

**SCHEDULE "C"**  
**PAYMENT SCHEDULE AND MANNER OF PAYMENT**

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

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

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

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

reminders regarding the payments to be made by the Allottee/s as per the payment schedule mentioned in this Clause, and the Allottee/s shall make all payment/s to the Promoter/Vendor on or before the due dates, time being the essence of this Agreement.

5. All payments to be made by the Allottee/s under this Agreement shall be by cheque/demand draft/pay order/wire transfer/any other instrument drawn in favour of “**CREATIVE DWELLINGS**”
6. For the purpose of remitting funds from abroad by the Allottee/s, the following are the particulars of the beneficiary:
 

Beneficiary’s Name	:	<b>CREATIVE DWELLINGS</b>
Beneficiary’s Account No.	:	_____
Bank Name	:	_____
Branch Name	:	_____
IFSC Code	:	_____
7. In case of any financing arrangement entered by the Allottee/s with any financial institution with respect to the purchase of the Unit, the Allottee/s undertake/s to direct such financial institution to and shall ensure that such financial institution does disburse/pay all such installment of Total Consideration amounts due and payable to Promoter/Vendor through an account payee cheque/demand draft drawn in favour of **CREATIVE DWELLINGS**.
8. If any of the payment cheques/banker’s cheque or any other payment instructions of/by the Allottee/s is/are not honored for any reason whatsoever, then the same shall be treated as default under this agreement and the Promoter/Vendor may at its option be entitled to exercise the recourse available thereunder. Further, the Promoter/Vendor may, at its sole discretion, without prejudice to its other rights, charge a payment dishonor charge of Rs. 500/- (Rupees

five hundred only) for dishonor of a particular payment instruction for first instance and for second instance the same would be Rs.1000/- (Rupees one thousand only) in addition to the Interest for delayed payment. Thereafter no cheque will be accepted and payments shall be accepted through bank demand draft(s)/RTGS/NEFT only.

9. Further, at the express request of the Allottee/s, the Promoter/Vendor may at its sole discretion offer a rebate to the Allottee/s in case the Allottee/s desires to give early payments any time hereafter. It is hereby clarified that the foregoing rebate is subject to the Allottee/s complying with all its obligations under this Agreement including timely payment of the installments. Save as foregoing, the quantum of rebate once offered by the Promoter/Vendor shall not be subject to any change/withdrawal. The Allottee/s further understands and agrees that the Promoter/Vendor shall have the right to accept or reject such early payments on such terms and conditions as the Promoter/Vendor may deem fit and proper. The early payments received from the Allottee/s under this Clause shall be adjusted against the future milestone payment due and payable by the Allottee/s.

**SCHEDULE “D”**  
**SPECIFICATIONS OF THE RESIDENTIAL FLAT/UNIT**

<u>Wall</u>	<u>125 mm Thick Wall with Plaster.</u>
<u>Door Frames</u>	<u>Wooden Door Frames</u>
<u>Door Shutters</u>	<u>Premium Quality Flush Doors</u>
<u>Windows</u>	<u>Alluminium Windows/UPVC</u>
<u>Flooring</u>	<u>Vitrified tiles flooring</u>
<u>Tiles</u>	<u>Ceramic tiles in the bathroom upto the height of Dado level and upto 4’ above kitchen counter</u>
<u>Kitchen Counter</u>	<u>Granite top and steel sink in normal size kitchen Counter</u>
<u>Electrification</u>	<u>Concealed type branded copper wiring with Modular switches. Service line shall be the responsibility of the purchaser.</u>
<u>Toilet</u>	<u>Water closet PVC cistern, one wash basin both White in colour, two water taps, pillar cock for basin and overhead shower.</u>
<u>Wall Finish</u>	<u>Putty finish with one coat cement primer.</u>
<u>Bathroom</u>	<u>CP fitting of Jaquar/Kohler</u>

**SCHEDULE “E”**  
**COMMON AREAS AND PORTIONS**

The Applicant/s/Occupant/s shall have user rights in the undivided proportionate share in the Common Areas of the Project which is inclusive of the amenities common to all Applicant/s/Occupant/s.

The aforementioned right to use the Common Areas shall be exercised by the Applicant/s/Occupant/s without causing any inconvenience or hindrance to other Applicant/s/Occupant/s in the Project Land.

**COMMON EXPENSES**

1. Common Utilities: All charges, costs and deposits for supply, operation and maintenance of common utilities.
2. Electricity: All charges for the electricity consumed for the operation of the common lighting, machinery and equipment of the Said Block and the Said Complex and the road network, STP etc.
3. Association: Establishment and all other capital and operational expenses of the Association of Allotees.
4. Litigation: All litigation expenses incurred for the common purposes and relating to common use and enjoyment of the Common Areas.
5. Maintenance: All costs for maintaining, operating, replacing, repairing, white-washing, painting, decorating, re-decorating, re-building, re-constructing, lighting and renovating the Common Areas [including the exterior or interior (but not inside any bungalows) walls of the Said Block] and the road network, STP etc.
6. Operational: All expenses for running and operating all machinery, equipments and installations comprised in the Common Areas, including elevators, diesel generator set, changeover switch, pump and other common installations including their license



fees, taxes and other levies (if any) and expenses ancillary or incidental thereto and the lights of the Common Areas and the road network.

7. Rates and Taxes: Municipal Tax, surcharge, Water Tax and other levies in respect of the Said Block and the Said Complex save those separately assessed on the Buyer.
8. Staff: The salaries of and all other expenses on the staff to be employed for the common purposes, viz. manager, caretaker, clerk, security personnel, liftmen, sweepers, plumbers, electricians, gardeners etc. including their perquisites, bonus and other emoluments and benefits.
2. Fire Fighting: Costs of operating and maintaining the fire-fighting equipments and personnel, if any

### **COMMON FACILITIES**

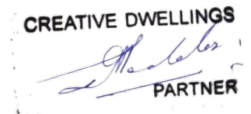
1. Lifts, Gym, Community Hall, Staircase and Stair case landing on all Floors.
2. Common entry on the ground Floor and terrace/top roof.
3. Water Pump, water tank, water pipes and common plumbing installation.
4. Drainage and sewerage.
5. Boundary wall and main gate.
6. Such other common part, area and equipments, installations, fixtures and fittings and space in or about the said building 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.

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

**WITNESSES:-**

**1.**

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

A rectangular stamp with the text "CREATIVE DWELLINGS" at the top and "PARTNER" at the bottom. In the center, there is a handwritten signature in blue ink.

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PROMOTER/VENDOR

**2.**

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ALLOTTEE/S

**MEMO OF CONSIDERATION**

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

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Promoter/Vendor

CREATIVE DWELLINGS  
  
PARTNER