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# **AGREEMENT FOR SALE**

**This Agreement for Sale (Agreement) executed on this day of \_\_\_\_\_, 2023.**

**BY AND BETWEEN**

**SRI BIJAY AGARWAL**, son of Sri Pawan Kumar Agarwal, having I.Tax PAN No. **ACFPA9197F**, Hindu by Religion, Indian by Nationality, Business by Occupation, Residing at Nirvana Homes, Building No. 13, Type B, Nirmala Convent Road, P.O. Salugara, P.S. Bhaktinagar, PIN-734008, District Jalpaiguri, in the State of West Bengal - Hereinafter referred to as the **“VENDOR / PROMOTER”** (which expression shall, unless repugnant to the context or meaning thereof, mean and include his heirs, executors, administrators, legal representatives, successors-in-interest and assigns) of the **ONE PART**.

**AND**

**SRI/SMT.** \_\_\_\_\_, son of \_\_\_\_\_, having I.Tax PAN No. \_\_\_\_\_, Hindu by Religion, Indian by Nationality, \_\_\_\_\_ by Occupation, Residing at \_\_\_\_\_, P.O. \_\_\_\_\_, P.S. \_\_\_\_\_, PIN-\_\_\_\_\_, District \_\_\_\_\_, in the State of West Bengal - Hereinafter called the **“ALLOTTEE/S / PURCHASER/S”** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her/their heirs, executors, administrators, legal representatives, successors-in-interest and assigns) of the **OTHER PART**.

**A.** The Vendor abovenamed is the sole and absolute and lawful owner of owner piece or parcel of **LAND** measuring **23.02 KATHA**, situated within **MOUZA DABGRAM**, appertaining and forming part of **R.S. Plot No. 2/97**, Recorded in **R.S. Khatian No. 119, R.S. Sheet No. 4**, corresponding to **L.R. Plot No. 217**, Recorded in **L.R. Khatian No. 2182, L.R. Sheet No. 4**, J.L. No. 02, Pargana Baikunthapur, within the jurisdiction of Siliguri Municipal Corporation **Ward No.42**, Thakur Panchanan Road, Pradhan Para, Police Station Bhaktinagar, District Jalpaiguri West Bengal.

**B. DEVOLUTION OF TITLE: -**

**WHEREAS** (1) Smt. Sarita Agarwal, wife of Sri Mahabir Prasad Agarwal, (2) Sri Abhisek Minda, son of Sri Ashok Kumar Minda and (3) Sri Binay Minda alias Vinay Minda, son of Sri Anil Kumar Minda and Dipak Agarwal (now deceased) had jointly purchased all that land in total measuring 43 Decimal by virtue of five registered Deeds of Sale (Conveyance) all dated 18.06.2012, being Documents Nos. I-5103, I-5104, I-5105, I-5106 and I-5108 all for the year 2012 and same were registered in the Office of the Additional District Sub Registrar Rajganj, District Jalpaiguri, having permanent heritable, transferable and marketable right, title and interest therein. That there was some typographical error in the said deeds and the same was later on duly declared/rectified vide a registered Deed of Declaration dated 03.06.2019, being Document No. IV-239 for the year 2019, registered in the office of the Additional District Sub Registrar Bhaktinagar.

**AND WHEREAS** the abovenamed Dipak Agarwal died intestate leaving behind his wife, Smt. Manju Devi Agarwal and two daughters, Miss Priyanka Agarwal and Miss Bhawana Agarwal as his only legal heirs and they all jointly inherited the aforesaid 1/4<sup>th</sup> undivided share of land of Late Dipak Agarwal measuring 10.75 Decimal in the aforesaid total land measuring 43 Decimal, each of them having 1/3<sup>rd</sup> undivided share, as per the Hindu Succession Act, 1956.

**AND WHEREAS** all the abovenamed legal heirs of Late Dipak Agarwal, namely, Smt. Manju Devi Agarwal, Miss Priyanka Agarwal and Miss Bhawana Agarwal thereafter sold and transferred their entire aforesaid 1/4<sup>th</sup> undivided share in the said total land measuring 43 Decimal unto and in favour of the abovenamed Smt. Sarita Agarwal, Sri Abhisek Minda, Sri Binay Minda alias Vinay Minda by virtue of three registered Deeds of Conveyance (Sale) (1) dated 08.02.2018, being Documents No. I-939 for the year 2018, (2) dated 08.02.2018, being Documents No. I-942 for the year 2018 and (3) dated 05.11.2019, being Document No. I-6931 for the year 2019 and the same were registered in the Office of the Additional District Sub Registrar Bhaktinagar, District Jalpaiguri.

**AND WHEREAS** in this manner, the abovenamed, Smt. Sarita Agarwal, Sri Abhisek

Minda, Sri Binay Minda alias Vinay Minda became the absolute owners of the aforesaid land in total measuring 43 Decimal having permanent heritable, transferable and marketable right, title and interest therein free from all charges and encumbrances whatsoever.

**AND WHEREAS** the abovenamed, Smt. Sarita Agarwal, Sri Abhisek Minda, Sri Binay Minda alias Vinay Minda thereafter sold and transferred all that piece or parcel of land measuring 23.02 Katha, out of their aforesaid land, unto and in favour of **SRI BIJAY AGARWAL** (the **VENDOR** herein) by virtue of a registered Deed of Conveyance (Sale) dated 23.12.2019, being Document No. I-8165 for the year 2019 and the same were registered in the Office of the Additional District Sub Registrar Bhaktinagar, District Jalpaiguri.

**AND WHEREAS** in this manner, the abovenamed, **SRI BIJAYAGARWAL** (the **VENDOR** herein) became the sole and absolute owner of the aforesaid land measuring **23.02 Katha** and ever since then the Vendor is in exclusive and peaceful possession of the aforesaid land without any act of hindrance or obstruction from anybody having permanent heritable, transferable and marketable right, title and interest therein free from all charges and encumbrances whatsoever.

**AND WHEREAS** the name of the abovenamed Vendor - Sri Bijay Agarwal in respect of his aforesaid land was duly mutated in the records of the concerned B.L. & L.R.O. Rajganj in R.O.R. and a separate **L.R. Khatian No. 2182** was framed in his name under the provisions of West Bengal Land Reforms Act, 1955.

**C.** The said Project Land is earmarked for the purpose of Partly Four Storied & Partly (G+IV) Storied Residential Cum Commercial Building Complex and the said Complex shall be known as "**CP AVENUE**", (hereinafter referred to as the "**Project**") comprises of **TWO BLOCKS**, being **BLOCK-I** and **BLOCK-II**.

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

**E.** The Vendor has submitted the Notice of Commencement under the prescribed

format before Siliguri Municipal Corporation, Siliguri which was duly acknowledged on 17.06.2021.

**F.** The Vendor has obtained the final layout plan, sanctioned plan from Siliguri Municipal Corporation, Siliguri having No. 0109146217900058 dated 08.06.2021 along with specifications and approvals for the Project. The Vendor agrees and undertakes that he shall not make any changes to these approved plans except in strict compliance with Section 14 of the Act and other laws as applicable.

**G.** The Vendor has applied the Project under the provisions of the Act with the Real Estate Regulatory Authority at ..... on ..... under application No. ....

**H.** The Allottee/s had applied for an Apartment/Residential Flat/Unit in the Project vide Application dated \_\_\_\_\_ and has been allotted an Apartment/ Residential Flat being Unit No. \_\_\_\_\_, Floor \_\_\_\_\_, Block/Building No. \_\_\_\_\_, together with Right to Park one Car at Ground Floor ...in the Project marked/identified as Parking No. ...., as permissible under the applicable law and of pro rata share in the common areas (“**Common Areas**”) as defined under clause (m) of Section 2 of the Act (hereinafter referred to as the “**Unit**”) more particularly described in **Schedule “A”** and the floor plan or the Unit is annexed hereto and marked as **Schedule “B”**;

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

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

**K.** The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;

**L.** In accordance with the terms and conditions set out in this Agreement and as

mutually agreed upon by and between the Parties, the Vendor hereby agrees to sell and the Allottee/s hereby agrees to purchase the Unit as specified in para H.

**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 Vendor agrees to sell to the Allottee/s and the Allottee/s hereby agrees to purchase the Unit as specified in paragraph H;

**1.2** The Total Price for the Unit based on the carpet area is **Rs.** \_\_\_\_\_ **(Rupees** \_\_\_\_\_ **Only) (“Total Price”):**

<b>Block/Building No.</b> <b>Unit No.</b> <b>Type:</b> <b>Floor:</b>	
A. SALES CONSIDERATION:	Rs. _____/-
B. Applicable Taxes (GST)	Rs. _____/-
<b>TOTAL PRICE (A+B)</b>	Rs. _____/-

Explanation:

(i) The Total Price above includes the booking amount paid by the Allottee/s to the

Vendor towards the Apartment;

(ii) The Total Price above includes Taxes (consisting of tax paid or payable by the Vendor by way of Value Added Tax, Service Tax, GST, CGST, if any as per law, and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Vendor) up to the date of handing over the possession of the Apartment:

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

(iii) The Vendor shall periodically intimate to the Allottee, the amount payable as stated in (i) above and the Allottee/s shall make payment within 30 (thirty) days from the date of such written intimation. In addition, the 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 Apartment includes: 1) pro rata share in the Common Areas; and 2) \_\_garage(s)/closed parking(s) as provided in the Agreement.

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

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

The Vendor may allow, in his sole discretion, a rebate for early payments of

installments payable by the Allottee/s by discounting such early payments @ 6% (six percent) per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/ withdrawal, once granted to an Allottee/s by the Vendor.

It is agreed that the Vendor shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described therein in respect of the apartment, plot or building, as the case may be, without the previous written consent of the Allottee. Provided that the Vendor may make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act.

The Vendor shall confirm the final carpet area that has been allotted to the Allottee/s after the construction of the Building is complete and the occupancy certificate\* is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Vendor. If there is any reduction in the carpet area within the defined limit then Vendor shall refund the excess money paid by Allottee/s within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Vendor shall demand that from the Allottee/s as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square feet as agreed in Clause 1.2 of this Agreement.

Subject to Clause 9.3 the Vendor agrees and acknowledges, the Allottee/s shall have the right to the [Apartment/ Plot] as mentioned below:

- (i) The Allottee/s shall have exclusive ownership of the Apartment;
- (ii) The Allottee/s shall also have undivided proportionate share in the Common Areas. Since the share / interest of Allottee/s in the Common Areas is undivided and cannot be divided or separated, the Allottee/s shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. Further, the right of the Allottee/s to use the Common Areas shall always be subject to the timely payment of maintenance charges and other charges as applicable. It is clarified that the Vendor shall convey undivided proportionate title in



the common areas to the association of Allottee/s as provided in the Act;

(iii) That the computation of the price of the Apartment includes recovery of price of land, construction of [not only the Apartment but also] the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, fire detection and firefighting equipment in the common areas etc. and includes cost for providing all other facilities as provided within the Project.

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

It is understood by the Allottee/s that all other areas and i.e. areas and facilities falling outside the Project, namely "CP AVENUE" shall not form a part of the declaration to be filed with the Competent Authority in accordance with the West Bengal Apartment Ownership Act, 1972.

The Vendor agrees to pay all outgoing before transferring the physical possession of the apartment to the Allottee/s, which he has collected from the Allottee/s, for the payment of outgoing (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 Vendor fails to pay all or any of the outgoing collected by him from the Allottee/s or any liability, mortgage loan and interest thereon before transferring the apartment to the Allottee/s, the 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.

The Allottee/s has paid a sum of Rs \_\_\_\_\_ (Rupees)

\_\_\_\_\_ Only) as booking amount being part payment towards the Total Price of t the time of application the receipt of which the Vendor hereby acknowledges and the Allottee/s hereby agrees to pay the remaining price of the Apartment as prescribed in the Payment Plan as may be demanded by the Vendor within the time and in the manner specified therein:

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

## **2. MODE OF PAYMENT**

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

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

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

The Vendor accepts no responsibility in this regard. The Allottee/s shall keep the

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 Vendor immediately and comply with necessary formalities if any under the applicable laws. The Vendor shall not be responsible towards any third party making payment/remittances on behalf of any Allottee/s and such third party shall not have any right in the application/allotment of the said apartment applied for herein in any way and the Vendor shall be issuing the payment receipts in favour of the Allottee/s only.

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

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

#### **5. TIME IS ESSENCE**

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

#### **6. CONSTRUCTION OF THE PROJECT/APARTMENT**

The Allottee/s has seen the specifications of the Apartment and accepted the Payment Plan, floor plans, layout plans [annexed along with this Agreement] which has been approved by the competent authority, as represented by the Vendor. The Vendor shall develop the Project in accordance with the said layout plans, floor plans and specifications. Subject to the terms in this Agreement, the 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 relevant laws in force 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 Vendor shall constitute a material breach of the Agreement.

## **7. POSSESSION OF THE APARTMENT**

**Schedule for possession of the said Apartment:** The Vendor agrees and understands that timely delivery of possession of the Apartment is the essence of the Agreement. The Vendor, based on the approved plans and specifications, assures to hand over possession of the Apartment **within June, 2024**, unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project ("Force Majeure"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee/s agrees that the Vendor shall be entitled to the extension of time for delivery of possession of the Apartment, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee/s agrees and confirms that, in the event it becomes impossible for the Vendor to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Vendor shall refund to the Allottee/s the entire amount received by the Vendor from the allotment within 45 days from that date. After refund of the money paid by the Allottee, Allottee/s agrees that he/ she shall not have any rights, claims etc. against the Vendor and that the Vendor shall be released and discharged from all his obligations and liabilities under this Agreement.

**Procedure for taking possession** – The Vendor, upon obtaining the occupancy certificate\* from the competent authority shall offer in writing the possession of the Apartment, to the Allottee/s in terms of this Agreement to be taken within 3 (three months from the date of issue of such notice and the Vendor shall give possession of the Apartment to the Allottee. The 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 Vendor. The Allottee/s agree(s) to pay the maintenance charges as determined by the Vendor/Association of Allottee/s, as the case may be.

The Vendor on his behalf shall offer the possession to the Allottee/s in writing within 30 (thirty) days of receiving the occupancy certificate of the Project.

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

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

**Cancellation by Allottee/s** – The Allottee/s shall have the right to cancel/withdraw his/her 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 Vendor, the Vendor herein is entitled to forfeit the booking amount paid for the allotment. The balance amount of money paid by the Allottee/s shall be returned by the Vendor to the Allottee/s within 45 days of such cancellation.

**Compensation** – The 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 compensation under this section shall not be barred by limitation provided under any law for the time being in force.

Except for occurrence of a Force Majeure event, if the Vendor fails to complete or is unable to give possession of the Apartment (i) in accordance with the terms of this Agreement, duly completed by the date specified herein; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the 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 Apartment, with interest at the rate specified in the Rules within 45 days including compensation in the manner as provided under the Act. Provided that where if the Allottee/s does not intend to withdraw from the Project, the Vendor shall pay the Allottee/s interest at the rate specified in the Rules for every month of delay, till the handing over of the possession of the Apartment.

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

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

(i) The [Vendor] has absolute, clear and marketable title with respect to the said Land; the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;

(ii) The 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 or the Project;

[in case there are any encumbrances on the land provide details of such encumbrances including any rights, title, interest and name of party in or over such land]

(iv) There are no litigations pending before any Court of law with respect to the said Land, Project or the Apartment;

(v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Vendor has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Building and Apartment and common areas;

(vi) The 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 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 said Land, including the Project and the said Apartment which will, in any manner, affect the rights of Allottee/s under this Agreement;

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

(ix) At the time of execution of the conveyance deed the Vendor shall handover lawful, vacant, peaceful, physical possession of the Apartment to the Allottee/s and the common areas to the Association of the Allottee/s;

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

(xi) The 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 Authorities;

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

(xiii) That the property is not Waqf property.

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

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

(i) Vendor fails to provide ready to move in possession of the Apartment to the

Allottee/s within the time period specified. For the purpose of this clause, 'ready to move in possession' shall mean that the apartment shall be in a habitable condition which is complete in all respects;

(ii) Discontinuance of the Vendor's business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made thereunder.

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

(i) Stop making further payments to Vendor as demanded by the Vendor. If the Allottee/s stops making payments, the 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 penal interest; or

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

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

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

(i) In case the Allottee/s fails to make payments for three consecutive demands made by the 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 Vendor on the unpaid amount at the rate specified in the Rules.

(ii) In case of Default by Allottee/s under the condition listed above continues for a period beyond consecutive months after notice from the Vendor in this regard, the Vendor shall



cancel the allotment of the Apartment in favour of the Allottee/s and refund the amount money paid to him by the Allottee/s by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated.

#### **10. CONVEYANCE OF THE SAID APARTMENT**

The Vendor, on receipt of complete amount of the Price of the Apartment under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the Apartment together with proportionate indivisible share in the Common Areas within 3 (three) months from the issuance of the occupancy certificate\*. However, in case the Allottee/s fails to deposit the stamp duty, registration charges and all other incidental and legal expenses etc. so demanded within the period mentioned in the demand letter, the Allottee/s authorizes the Vendor to withhold registration of the conveyance deed in his/her favour till full and final settlement of all dues and stamp duty and registration charges to the Vendor is made by the Allottee. The Allottee/s shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899 including any actions taken or deficiencies/ penalties imposed by the competent authority(ies).

#### **11. MAINTENANCE OF THE SAID BUILDING / APARTMENT / PROJECT**

The 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 of the Allottee/s. The cost of such maintenance has been included in the Total Price of the Apartment.

*[Insert any other clauses in relation to maintenance of project, infrastructure and equipment]*

#### **12. DEFECT LIABILITY**

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Vendor as per the agreement for sale relating to such development is brought to the notice of the Vendor within a period of 5 (five) years by the Allottee/s from the date of handing over

possession, it shall be the duty of the Vendor to rectify such defects without further charge, within 30 (thirty) days, and in the event of Vendor's failure to rectify such defects within such time, the aggrieved Allottee/s shall be entitled to receive appropriate compensation in the manner as provided under the Act. It is clarified that the above said responsibility of the Vendor shall not cover defects, damage or malfunction resulting from (i) misuse (ii) unauthorised modifications or repairs done by the Assignee or its nominee/agent (iii) case of force majeure (iv) failure to maintain the amenities/equipment (v) accident and (vi) negligent use.

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

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

### **14. RIGHT TO ENTER THE APARTMENT FOR REPAIRS**

The Vendor / maintenance agency /association of Allottee/s shall have rights of unrestricted access of all Common Areas, garages/closed parking's 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 Apartment or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

### **15. USAGE**

**Use of Basement and Service Areas:** The basement(s) and service areas, if any, as located within the CP AVENUE, shall be earmarked for purposes of services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, fire fighting

pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Allottee/s shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the association of Allottee/s formed by the Allottee/s for rendering maintenance services.

**16. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT:**

Subject to Clause 12 above, the Allottee/s shall, after taking possession, be solely responsible to maintain the Apartment at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Apartment, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Apartment and keep the Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenatable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized. The Allottee/s further undertakes, assures and guarantees that he/she would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face / facade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottee/s shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee/s shall not store any hazardous or combustible goods in the Apartment or place any heavy material in the common passages or staircase of the Building. The Allottee/s shall also not remove any wall, including the outer and load bearing wall of the Apartment. The Allottee/s shall plan and distribute its electrical load in conformity with the electrical systems installed by the 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 ALLOTTEE/S**

The Allottee/s is entering into this Agreement for the allotment of an Apartment with the full knowledge of all laws, rules, regulations, notifications applicable to the

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

#### **18. ADDITIONAL CONSTRUCTIONS**

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

#### **19. VENDOR SHALL NOT MORTGAGE OR CREATE CHARGE**

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

#### **20. APARTMENT OWNERSHIP ACT**

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

#### **21. BINDING EFFECT**

Forwarding this Agreement to the Allottee/s by the Vendor does not create a binding obligation on the part of the 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 Sub- Registrar as and when intimated by the Vendor. If the Allottee(s) fails to execute

and deliver to the Vendor this Agreement within 30 (thirty) days from the date of its receipt by the Allottee/s and/or appear before the Registrar/Sub-Registrar/ registrar of Assurance for its registration as and when intimated by the Vendor, then the 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, application of the Allottee/s shall be treated as cancelled and all sums deposited by the Allottee/s in connection therewith including the booking amount shall be returned to the Allottee/s without any interest or compensation whatsoever.

## **22. ENTIRE AGREEMENT**

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

## **23. RIGHT TO AMEND**

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

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

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Allottee/s of the Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.

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

The Vendor may, at his sole option and discretion, without prejudice to his rights as set out in this Agreement, waive the breach by the Allottee/s in not making payments as per the Payment Plan including waiving the payment of interest for delayed

payment. It is made clear and so agreed by the Allottee/s that exercise of discretion by the Vendor in the case of one Allottee/s shall not be construed to be a precedent and /or binding on the Vendor to exercise such discretion in the case of other Allottee/s.

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

## **26. SEVERABILITY**

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

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

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

## **28. FURTHER ASSURANCES**

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

### **29. PLACE OF EXECUTION**

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

### **30. NOTICES**

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

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

\_\_\_\_\_ (Allottee/s Address)

### **VENDOR:-**

**SRI BIJAY AGARWAL**

CP Group, 2nd floor

Office Block (Atmosphere), The Universe,

Checkpost, Behind Himalaya Kanya Abasan, P.O. Salugara,

Police Station Bhaktinagar, PIN-734008, District Jalpaiguri.

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

### **31. JOINTALLOTTEE/S**

That in case there are Joint Allottee/s all communications shall be sent by the 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 as properly served on all the Allottee/s.

### **32. GOVERNING LAW**

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force.

### **33. DISPUTE RESOLUTION**

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

Note:- 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.

### **34. 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. **APARTMENT/UNIT:** shall mean the Residential Flat being Unit No. \_\_\_\_\_, Floor \_\_\_\_\_, Block No. \_\_\_\_\_, in the Project Complex 'CP AVENUE' as permissible under the applicable law and pro rata share in the common areas, more particularly described in **Part II of Schedule A** and the floor plan or the unit plan is annexed hereto and marked as **Schedule B**.

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

iv. **ARCHITECTS:** shall mean the Architects appointed by the Vendor or such other Architect as the Vendor may appoint from time to time for the Project.

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

vi. **CARPET AREA:** means the net usable floor area of the 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.

vii. **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.

viii. **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 Vendor.

ix. **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.

x. **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.

xi. **COMPLETION NOTICE**: shall mean the notice contemplated in Clause 7.

xii. **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.

xiii. **MAINTENANCE BODY:** shall mean and include the Vendor or his Agency till the Vendor is managing the maintenance of the Project. Post hand over of the management of the Project by the Vendor, the Apex Body shall be considered as the Maintenance Body.

xiv. **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 Vendor's policy and (d) all taxes paid by the 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 Vendor may incur either by way of adjustment made by the bank in installments or paid directly by the Vendor to the bank.

xv. **PLAN:** shall mean the final plan duly sanctioned by Siliguri Municipal Corporation, Siliguri having No. 0109146217900058 dated 08.06.2021 for construction of Partly Four Storied & Partly (G+IV) Storied Residential Cum Commercial Building Complex, along with the common areas, parts and facilities, to be developed on the Project Land in the name and style "**CP AVENUE**".

xvi. **PROJECT LAND:** shall mean the entirety of the area comprising ALL THAT the piece and parcel of land containing an area of 23.02 Katha, be the same little more or less, together with all easement rights, privileges, and appurtenances thereto situated and lying at behind Nirmala Convent School, Thakur Panchanan Lane, Pradhanpara, Ward No. 42, P.S. Bhaktinagar, PIN-734008, District Jalpaiguri, more fully and particularly described in the **Part I of Schedule "A"** hereunder.

xvii. **PROJECT:** shall indicate Partly Four Storied & Partly (G+IV) Storied Residential Cum Commercial Building Complex, along with the common areas, parts

and facilities, to be developed on the Project Land in the name and style “**CP AVENUE**”.

xviii. **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;

xix. **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;

xx. **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.;

xxi. **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;

xxii. Words importing **SINGULAR NUMBER** shall include the **PLURAL NUMBER** and vice versa.

xxiii. 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.** This Agreement shall be registered before the Registration Authority upon receipt of **10%** of the Total Price, which is the Booking Amount.

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

- i. The Vendor has sole and exclusive right to sell the Unit in the said Project to be constructed by the 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 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 Vendor's Architects and of such other documents as are specified under the Act, the Rules and Regulations made thereunder;
- iii. The 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 Vendor while developing the Project Land.
- 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 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 occupancy 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 Vendor, then the 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 Owner/Developer/Vendor's obligation of delivering possession of the Unit shall come to an end on the expiry of the time as stipulated by the Vendor and that subsequent to the same, the Vendor shall not be responsible and/or liable for any obligation towards the Allottee/s for the possession of the Unit.

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

#### **D. 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 Vendor, whichever is earlier as per section 194IA 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.

#### **E. 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 Vendor hereunder, the 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 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 Vendor.

## **F. 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 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 Vendor provisional monthly contribution as determined by the Vendor from time to time. The amounts so paid by the Allottee/s to the Vendor shall not carry any interest and remain with the 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 Vendor to the common organization.

iii. The Vendor shall maintain a separate account in respect of sums received by the Vendor from the Allottee/s as advance or deposit, sums received and retained by the 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 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 Owner/Developer/ Vendor/Purchaser/both, as the case may be, in accordance with the agreed terms of payment.

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

i. By executing this Agreement, the Allottee/s agree/s and consent/s to the appointment by the 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, sewerage treatment plant, garbage, disposal system and such other facilities, that the Vendor may require to install, operate and maintain common areas, amenities, common facilities, parking areas and open spaces. The Facility Management Company shall also be entitled, to collect the outgoings, provisional charges, taxes, levies and other amounts in respect of the Project (including the Allottee/s' proportionate share of the outgoings). It is hereby clearly clarified, agreed and understood that the Facility Management Company shall also be entitled to exercise its rights for collecting the charges and expenses mentioned herein, even after formation of the association/ apex body / apex bodies. The Allottee/s hereby grants his/her/their/its consent confirming such agreement /contract/arrangement that the Vendor has or may have to enter into with the Facility Management Company. It is hereby clarified and the Allottee/s agrees and authorizes the Vendor to appoint the first Facility Management Company in the Project and post formation of the society / association / apex body, as the case may be, the Vendor will novate the facility management agreement ("FM Agreement") in favour of the society / association / apex body, as the case may be and post expiry of the tenure of the FM Agreement, it shall have the option to either continue with the Facility Management Company appointed by the Vendor or appoint a new facility management company as he may deem fit. It is further expressly understood that the Vendor shall not in any manner be accountable, liable or responsible to any person including the Allottee/s and/or



association / apex body / apex bodies for any act, deed, matter or thing committed or omitted to be done by the Facility Management Company in the due course of such maintenance, management and control of the Project and/or common areas, amenities and facilities thereto.

ii. The Allottee/s agree(s) to pay the necessary fees as may be determined by the Vendor/Facility Management Company.

iii. The Allottee/s further agree(s) and undertake(s) to be bound from time to time to sign and execute all papers, documents, deeds and/or other writings as required, at the sole discretion of the Vendor/ Facility Management Company, for the purposes of framing rules for management of the Building/s/Structure/s and use of the Unit by the Allottee/s for ensuring safety and safeguarding the interest of the Vendor/Facility Management Company and other Allottee/s of Units in the Building/s/Structure/s and the Allottee/s also agree(s) and confirm(s) not to raise any disputes/claims against the Vendor/Facility Management Company and other Allottee/s of Units in this regard.

## **H. BRAND NAME AND PROJECT NAME**

i. It is agreed by the Allottee/s that the name of the Project “CP AVENUE” shall remain unchanged.

ii. It is further agreed by the Allottee/s that the association of the brand name “CP REAL ESTATE” (in its registered logo form) or a combination of words with prefix as “CP” (“Brand Name”) shall at all times be subject to the sole control of CP REAL ESTATE who is one of the partners of the Vendor. 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 CP REAL ESTATE 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 CP REAL ESTATE 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 CP REAL ESTATE. 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 CP REAL ESTATE. 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 CP REAL ESTATE.

#### **I. REPRESENTATIONS BY THIRD PARTIES**

The Allottee/s acknowledge(s), agree(s) and undertake(s) that the Allottee/s shall neither hold the 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 Vendor or any of its sister concerns/ affiliates with respect thereto.

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

I. The Allottee/s or himself/themselves with intention to bring all persons into whosever hands the Unit may come, hereby covenants, represents with the 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 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 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 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 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 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 tenantable 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 the completion of construction by the Vendor as 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 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 Vendor and/or the society or the limited company.

vii. The 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 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 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 Vendor shall not be responsible for any loss/damage suffered thereafter.

xiv. The Allottee/s and/or the 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 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 his 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 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 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 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 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 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 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 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 Vendor may deem fit and proper until the complete optimization of the Project Layout. In this regard, the Allottee/s hereby permit the 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. Further the Allottee/s hereby confirm and declare that he/she/they/it shall not park any vehicle in others parking area, common area, open space and passage of the building/s complex.

viii. That the Generator as installed by the Vendor, shall be used strictly for the lightning of the common areas, spaces, car parking space and for the running of the common utilities of the said Complex. 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.

ix. It is agreed by the Allottee/s that the deposit of the Ad-hoc corpus fund can be used by the 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 Vendor/ Association and the Owner/Developer/ Vendor/Association shall handover the said Corpus Fund to the Association of Owners, once it is formed.

## **K. REPRESENTATIONS OF THE VENDOR**

The 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 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 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 Vendor/Association shall handover the duly accounts of the maintenance funds to the Association after formation of the same and the 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 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 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 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 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 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 Vendor confirms that the 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 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 Vendor in respect of the Project Land and/or the Project except those disclosed in the title report.

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

i. The 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 Vendor as per the Payment Plan (**Schedule “C”**) and the default continues for a period beyond 2 (two) consecutive months after notice from the Vendor, the Vendor shall be entitled, at his 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 Vendor, failing which the 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 Vendor’s right to forfeit and refund the balance to the Allottee/s and the Vendor’s 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 Vendor in any manner whatsoever. The Allottee/s acknowledges and confirms that the provisions of this clause shall survive termination of this Agreement.

- vi. 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 Vendor, then the 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 Vendor’s obligation of delivering possession of the Unit shall come to an end on the expiry of the time as stipulated by the Vendor and that subsequent to the same, the Vendor shall not be responsible and/or liable for any obligation towards the Purchaser/s for the possession of the Unit.

#### **M. HOARDING RIGHTS**

The Allottee/s hereby consents that the Vendor may and shall always continue to have the right to place/erect hoarding/s on the Project Land, of such nature and in such form as the Vendor may deem fit and the Vendor shall deal with such hoarding spaces as his sole discretion until conveyance to the Association and the Allottee/s agree/s not to

dispute or object to the same. The Vendor shall not be liable to pay any fees / charges to the Association for placing / putting up the hoarding/s; provided that if any municipal taxes become payable for such use, then the same shall be borne and paid by the Vendor and/or by the transferee (if any).

#### **N. 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 Vendor at all times and the 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 Vendor may deem necessary.
- ii. The 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 he deems fit. The 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 Vendor in his 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 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.

#### **O. ASSIGNMENT**

The Vendor may at any time assign or transfer (by way of lease, mortgage, sale or otherwise), in whole or in part, his rights and obligations in respect of the Project in accordance with Relevant Laws. On such transfer, the assignee or transferee of the Vendor shall be bound by the terms and conditions herein contained.

**P. 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 Vendor until the said structure of the Building/s/Structure/s in the Project is transferred to the Association/Apex Body/ or other body.

**Q. PRESENT FOR REGISTRATION**

The Allottee/s and/or 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 Vendor will attend such office and admit execution thereof.

**R. 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.

**S. ADDITIONAL COMPLIANCE OF LAWS**

- i. The Allottee/s clearly and unequivocally confirm/s that in case remittances related to the Total Consideration and/or all other amounts payable under this Agreement for the Unit are made by non-resident/s/foreign national/s of Indian origin, shall be the sole responsibility of the Allottee/s to comply with the provisions of the Foreign Exchange Management Act, 1999 (“**FEMA**”) or statutory enactments or amendments thereof and the rules and regulations thereunder and/or any other Relevant Laws including that of remittance of payments, acquisition/sale or transfer

of immovable property/ies in India and provide to the Vendor with such permission/approvals/no objections to enable the Vendor to fulfill his obligations under this Agreement. Any implications arising out of any default by the Allottee/s shall be the sole responsibility of the Allottee/s. The Vendor accepts no responsibility in this regard and the Allottee/s shall keep the Vendor fully indemnified for any harm or injury caused to it for any reason whatsoever in this regard. Whenever there is a 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 in writing to the Vendor immediately and comply with all the necessary formalities, if any, under the Relevant Laws.

- ii. 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**”).
- iii. The Allottee/s further declare(s) and authorize(s) the 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.
- iv. The Allottee/s further agrees and confirms that in case the Vendor becomes aware and/or in case the Vendor is notified by the statutory authorities of any instance of violation of Anti- Money Laundering, then the Vendor shall at his 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 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 Vendor to the Allottee/s in accordance with the terms of this Agreement only after the Allottee/s furnishing to the Vendor a no-objection / consent letter from the statutory authorities permitting such refund of the

amounts to the Allottee/s.

**T. STAMP DUTY AND REGISTRATION CHARGES**

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

Note:- 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”**  
**PART I**  
**(DESCRIPTION OF THE PROJECT LAND)**

All that piece or parcel of **LAND** measuring **23.02 KATHA**, situated within **MOUZA DABGRAM**, appertaining and forming part of **R.S. Plot No. 2/97**, Recorded in **R.S. Khatian No. 119, R.S. Sheet No. 4**, corresponding to **L.R. Plot No. 217**, Recorded in **L.R. Khatian No. 2182, L.R. Sheet No. 4**, J.L. No. 02, Pargana Baikunthapur, within the jurisdiction of Siliguri Municipal Corporation **Ward No.42**, bearing Holding No. VL/100/C/85, Thakur Panchanan Road, Pradhan Para, Police Station Bhaktinagar, District Jalpaiguri, in the State of West Bengal.

The said land is butted and bounded as follows:-

- By North ... 20 feet wide Road,
- By South ... Land of MRD Construction now Dosti Enclave,
- By East ... 38 feet approx. wide Thakur Panchanan Road,
- By West ... Land of Smt. Sarita Agarwal and Others and then Land of Nirmala Convent School.

**PART II**  
**(DESCRIPTION OF THE UNIT)**

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

<b>PROJECT</b>	<b>“CP AVENUE”</b>
<b>FLAT/UNIT NO.</b>	<b>“.....”</b>
<b>BLOCK NO.</b>	<b>“.....”</b>
<b>FLAT MEASURING CARPET AREA (BUILT UP AREA) (SUPER BUILT UP AREA)</b>	<b>..... SQUARE FEET ..... SQUARE FEET ..... SQUARE FEET</b>
<b>FLAT SITUATED IN FLOOR</b>	<b>..... FLOOR</b>

**TOGETHER** with the **RIGHT TO PARK** under the ..... one **CAR PARKING** Measuring ..... Square Feet situated at the .....Ground Floor in the said Complex marked/identified as Parking No. .... and demarcated and **TOGETHER** with the undivided proportionate share in the land on which the complex stands more particularly described in the **SCHEDULE-“A”** given herein above and the same is delineated in ‘**Red Colour**’ border of **Schedule “B”** annexed hereto Together with right to use all the common areas as mentioned in **Schedule “E”** hereinafter written.

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**SCHEDULE "B"**  
**LAYOUT PLAN**

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

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

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

<b>MILESTONE</b>	<b>PAYMENT SCHEME</b>
Expression of Interest (with Application)	Rs. 1,00,000/-
On Booking (within 7 Days of Application)	10% Of Total Consideration + GST (including the amount of expression of interest)
On Completion Of Foundation	15% Of Total Consideration + GST
1st Floor Casting Completion	10% Of Total Consideration + GST

2nd Floor Casting Completion	10% Of Total Consideration + GST
3rd Floor Casting Completion	10% Of Total Consideration + GST
4th Floor Casting Completion	10% Of Total Consideration + GST
Ultimate Roof Casting Completion	10% Of Total Consideration + GST
Brick Wall/Plaster Completion	10% Of Total Consideration + GST
Tiles/Putty Completion	10% Of Total Consideration + GST
On Registration/ Handover/ Possession (whichever is earlier)	5% Of Total Consideration + GST

1. The 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 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 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 club house development charges calculated on the Carpet Area of the unit including the proportionate consideration towards facilities.

4. The Allottee/s shall pay the respective payment as stipulated hereinabove along with applicable taxes strictly within 15 (fifteen) days of Vendor sending invoice/demand letters towards completion of each milestone. Intimation forwarded by 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 Vendor as provided under this Clause, it shall not be obligatory on the part of the 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 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 **“BIJAY AGARWAL”**.

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

Beneficiary's Name : BIJAY AGARWAL  
Beneficiary's Account No. : 922020014640732  
Bank Name : AXIS BANK  
Branch Name : Venus More, Siliguri  
IFSC Code : UTIB0003916

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 Vendor through an account payee cheque/demand draft drawn in favour of “BIJAY AGARWAL”.

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 Vendor may at his option be entitled to exercise the recourse available thereunder. Further, the Vendor may, at his sole discretion, without prejudice to his 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 Vendor may at his 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 his obligations under this Agreement including timely payment of the installments. Save as foregoing, the quantum of rebate once offered by the Vendor shall not be subject to any change/withdrawal. The Allottee/s further understands and agrees that the Vendor shall have the right to accept or reject such early payments on such terms and conditions as the 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.

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**SCHEDULE “D”**  
**SPECIFICATIONS OF THE UNIT**

## **1. STRUCTURE**

- a) Earthquake Resistant, R.C.C framed structure with Fly Ash or Red Bricks/brick walls.

## **2. COMMON AREA FLOORING**

- a) Corridors-Vitrified tiles/marble.
- b) Lift Lobby & Ground Floor Lobby-vitrified tiles/marble/parking tiles.

## **3. KITCHEN**

- a) Black Granite top kitchen platform.
- b) Dado-ceramic tiles up to 2' above counter.
- c) Stainless steel sink.
- d) Points for aquaguard, chimney and microwave.

## **4. FITTING IN BATHROOM**

- a) Hot and cold mixture with overhead shower in all bathrooms, Hindware/jaquar/or equivalent make.
- b) Quality CP fittings, Hindware/Jaquar / or equivalent make.
- c) Concealed plumbing CPVC Fittings.
- d) Provision for exhaust fan in all bathrooms.
- e) Western style sanitary ware of Hindware/Parry ware/or equivalent make.

## **5. APARTMENT FLOORING**

- a) Living & Dinning –vitrified tiles.
- b) Master Bedroom-vitrified tiles.
- c) Other Bedrooms and Kitchen –vitrified tiles.
- d) Balcony and utility –Anti-skid ceramic tiles flooring.
- e) Toilet Flooring-Anti-Skid ceramic tiles flooring.
- f) Toilet Walls –Glazed tiles up to door height.

## **6. ELECTRICAL**

- a) TV & Telephone point in the living room and master bedroom.
- b) Concealed fire resistant copper wire of reputed brand like Havells/Finolex/Anchor/or equivalent make.
- c) Modular switches of reputed make Havells/Anchor or equivalent make.
- d) A/C Points-AC points in all bedrooms and living /dining area.



**7. DOORS**

- a) Main door- Flush door.
- b) Door Frame-MARL WPC door frames or wooden door frames in all bedrooms and bathrooms.

**8. WINDOWS**

- a) Fully glazed Powder Coated Aluminum Sliding with clear glass.

**9. PAINTING AND PUTTY**

- a) Building exterior finish with high quality paint finish.
- b) Internal walls and ceiling finished with standard double coat white putty.

**10. SECURITY**

- a) RFID system enabled security.
- b) CCTV and Cameras.

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

Common Areas of the Project shall mean the “common areas” as defined under the Real Estate (Regulation and Development) Act, 2016, read with the applicable Rules.

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 FACILITIES**

1. Stair cases and stair case landings on all floors.
2. Automatic Elevator/s.
3. RFID Boom Barrier.
4. Automatic Elevators.
5. Security Guards.
6. 24x7 CCTV Facilities.
7. Common entry of the building.
8. Roof Top/Terrace of the building.
9. Water pump, overhead water tank, fire water reservoir, water pipes and common plumbing installation, electrical wiring, etc.
10. Drainage and sewerage and soak well.
11. Toilets.
12. Boundary walls and main gate/s.
13. Such other common parts, areas and equipment, installations, fixtures and fittings and spaces 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.

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**IN WITNESSES WHEREOF** all the Allottee/s and the 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:-**

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

1.

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**VENDOR**

2.

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**ALLOTTEE/S**

Drafted as per the instructions of the Parties,  
read over and explained by me:-

**ADVOCATE, SILIGURI.**