

# **DEED OF CONVEYANCE**

- 1. Date:**
- 2. Nature of Documents:** Deed of Conveyance
- 3. Parties:** Collectively the following which will include respective successors-in-interest.

- 1. MR. ASHOK KUMAR MAIKAP  
(PARTNER)**

ASMI INFRA  
*Ashok Kumar*  
Partner

.....  
(SIGNATURE WITH SEAL)

- 2. MR. ASIS MAIKAP  
(PARTNER)**

ASMI INFRA  
*Asis Maikap*  
Partner

.....  
(SIGNATURE WITH SEAL)

- 3. MRS. BANDANA MAIKAP  
(PARTNER)**

ASMI INFRA  
*Bandana Maikap*  
Partner

.....  
(SIGNATURE WITH SEAL)

## Deed of Conveyance

This **Deed of Conveyance** Executed on this \_\_day of \_\_, 20\_\_.

### By and Between

This Deed of **Conveyance** is made this the 12 day of OCTOBER, 2023 (Two Thousand Twenty three) BETWEEN (1) **Sri ASHOK KUMAR MAIKAP**, (Aadhar no.\_\_\_\_) Son of Sri Kanai Lal Maikap, by faith: Hindu, by Nationality: Indian, by occupation: Business, residing at- Mecheda ,P.O.-Mecheda, Dist.- Purba Medinipur (PAN\_\_\_\_), and (2) **Sri ASIS MAIKAP**, (Aadhar no.\_\_\_\_) son of Ashok Kumar Maikap, by faith: Hindu, by Nationality: Indian, by occupation: Business, residing at- Mecheda, P.O.-Mecheda, Dist.- Purba Medinipur, (PAN \_\_\_\_\_), and (3) **Smt BANDNA MAIKAP**, (Aadhar no.\_\_\_\_) husband of Ashok Kumar Maikap, by faith: Hindu, by Nationality: Indian, by occupation: Business, residing at- mecheda ,P.O.-Mecheda, Dist.- Purba Medinipur, (PAN\_\_\_\_), being the **LAND OWNERS/CONFIRMING PARTIES** as well as Partners of Registered Firm **ASMI INFRA** having its office at Santipur, Mecheda, Purba Medinipur, (PAN\_\_\_\_), The **DEVELOPER** and The **LAND OWNERS/CONFIRMING PARTIES** (which term or expression shall unless exclude its executors, administrator, representatives, successors-in-office and successor-in-interest and/or nominees) of the **PROMOTER**

**AND**

**[If the Buyer is a company]**

\_\_\_\_\_, (CIN no. \_\_\_\_\_) a company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], having its registered office at \_\_\_\_\_, (PAN \_\_\_\_\_), represented by its authorized signatory, \_\_\_\_\_, (Aadhar no. \_\_\_\_\_) duly authorized *vide* board resolution dated \_\_\_\_\_, hereinafter referred to as the “Buyer ” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, executors, administrators and permitted assignees).

[OR]

[OR]

**[If the Buyer is a Partnership]**

\_\_\_\_\_, a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at \_\_\_\_\_, (PAN \_\_\_\_\_), represented by its authorized partner, \_\_\_\_\_, (Aadhar no. \_\_\_\_\_) authorized *vide* \_\_\_\_\_, hereinafter referred to as the “**Buyer**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, executors, administrators and permitted assignees, including those of the respective partners).

[OR]

**[If the Buyer is an Individual]**

Mr. / Ms. \_\_\_\_\_, (Aadhar no. \_\_\_\_\_) son / daughter of \_\_\_\_\_, aged about \_\_\_\_\_, residing at \_\_\_\_\_, (PAN \_\_\_\_\_), hereinafter called the “**Buyer**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assignees).

[OR]

**[If the Buyer is a HUF]**

Mr. \_\_\_\_\_, (Aadhar no. \_\_\_\_\_) son of \_\_\_\_\_ aged about \_\_\_\_\_ for self and as the Karta of the Hindu Joint Mitakshara Family known as \_\_\_\_\_ HUF, having its place of business / residence at \_\_\_\_\_, (PAN \_\_\_\_\_), hereinafter referred to as the “**Buyer Buyer**” (which expression shall unless repugnant to the context or meaning thereof be deemed to include his heirs, representatives, executors, administrators, successors-in-interest and permitted assigns as well as the members of the said HUF, their heirs, executors, administrators, successors-in-interest and permitted assignees).

*[Please insert details of other Buyer Buyer(s), in case of more than one Buyer Buyer]*

The Promoter and Buyer shall hereinafter collectively be referred to as the “**Parties**” and individually as a “**Party**”.

**WHEREAS:**

WHEREAS the Parties of the **PROMOTER** (a) Sri Ashok Kumar Maikap and (b) Sri Asis Maikap and (c) Smt Bandna Maikap running a partnership business by a firm under the Trade name of M/S **ASMI INFRA** with the purpose of Developing Housing Projects by way of the residential Flats/Flat, and/or Car Parking Space in the Ground Floor for the inhabitants of the Building and the basement as multi utility place and sale thereof to the intending buyers for consideration.

AND WHEREAS the **OWNER HEREIN NAMELY** Sri Ashok Kumar Maikap are the absolute owner and seized and possessed of and / or otherwise well and sufficiently entitled to all that land measuring at present an area of 50 Decimals laying at Mouza- Santipur, J.L No- 3, C.S Dag No- 466, C.S Khatian No- 3464, P.S- Kolaghat, Dist- Purba Medinipur now within the limits of the Santipur I Gram Panchayat and the entire premises also known as postal address At- Vill- Santipur, P.O- Mecheda, P.S- Kolaghat, Dist- Purba medinipue and 50 Decimals laying at Mouza- Hakola, J.L No- 2, C.S Dag No- 637 & 637/1260, C.S Khatian No- 1217, P.S- Kolaghat, Dist- Purba Medinipur now within the limits of the Santipur ii Gram Panchayat and the entire premises also known as postal address At- THE-12,Santipur,Mecheda,Purba Medinipur, morefully described in the SCHEDULE-“A” hereunder written and the owners purchased this plot of land by virtue of registered deeds in the office of The A.D.S.R. and present Owners herein are in the peaceful possession of the said premises and it has been more fully described in the SCHEDULE-“A” hereunder written.

AND WHEREAS the one of the **LAND OWNERS/CONFIRMING PARTIES**, namely Sri Ashok Kumar Maikap, , Son of Sri Kanailal Maikap, Mecheda ,P.O.-Mecheda, Dist.- Purba Medinipur is now absolute owner and / or present possessor in his share and / or proportionate land.

Sri Ashok Kumar Maikap is one of the **LAND OWNERS/CONFIRMING PARTIES** of this deed of agreement which is now more fully described in the SCHEDULE-“B”.

AND WHEREAS being desirous of the promotion work of their premises the **LAND OWNERS/CONFIRMING PARTIES** entered into a Development Agreement dated 22/03/2023 with the developer, the party of the First Part herein, who is developing as well as promoting the entire premises a described in the **SCHEDULE-“A”** below and the developer has also been empowered by the **OWNERS/CONFIRMING PARTIES** herein for the promotion work.

AND WHEREAS the **OWNERS/CONFIRMING PARTIES** have taken sanction of a ground plus 12 storied Building with lift facility from the Purba medinipur zilla parishad, and now the **DEVELOPER** is developing the entire premises erecting the building thereon as per aforesaid sanctioned building plan as well as annexed specification as per the said Development Agreements

B The Said Land is earmarked for the purpose of building a [commercial/residential/*any other purpose*] project, comprising \_\_\_\_\_ multistoried apartment buildings and [*insert any other components of the Projects*] and the said project shall be known as ‘\_\_\_\_\_’ (**“Project”**);

[*insert any other components of the Projects*] and the said project shall be known as ‘\_\_\_\_\_’ (**“Project”**):

Provided that where land is earmarked for any institutional development the same shall be used for those purposes only and no commercial/residential development shall be permitted unless it is a part of the plan approved by the competent authority.

- A. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the Said Land on which Project is to be constructed have been completed;
- B. The \_\_\_\_\_ [*Please insert the name of the concerned competent authority*] has granted the commencement certificate to develop the Project *vide* approval dated \_\_\_\_\_ bearing no. \_\_\_\_\_;
- C. The Promoter has obtained the final layout plan approvals for the Project from \_\_\_\_\_ [*Please insert the name of the concerned competent authority*]. The Promoter agrees and undertakes that it shall not make any changes to these layout plans except in strict compliance with section 14 of the Act and other laws as applicable;
- D. The Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at \_\_\_\_\_ on \_\_\_\_\_ under registration no. \_\_\_\_\_;

E. The Buyer had applied for an apartment in the Project *vide* application no. \_\_\_\_\_ dated \_\_\_\_\_ and has been allotted apartment no. \_\_\_\_\_ having carpet area of \_\_\_\_\_ square feet, type \_\_\_\_\_, on \_\_\_\_\_ floor in [tower/block/building] no. \_\_\_\_\_ (“**Building**”) along with garage/closed parking no. \_\_\_\_\_ admeasuring \_\_\_\_\_ square feet in the \_\_\_\_\_ [Please insert the location of the garage/closed parking], as permissible under the applicable law and of *pro rata* share in the common areas (“**Common Areas**”) as defined under clause (n) of Section 2 of the Act (hereinafter referred to as the “**Apartment**” more particularly described in **Schedule A** and the floor plan of the apartment is annexed hereto and marked as **Schedule B**);

[OR]

The Buyer had applied for a plot in the Project *vide* application no. \_\_\_\_\_ dated \_\_\_\_\_ and has been allotted plot no. \_\_\_\_\_ having area of \_\_\_\_\_ square feet and plot for garage/closed parking admeasuring \_\_\_\_\_ square feet (if applicable) in the \_\_\_\_\_ [Please insert the location of the garage/closed parking], as permissible under the applicable law and of *pro rata* share in the common areas (“**Common Areas**”) as defined under clause (n) of Section 2 of the Act (hereinafter referred to as the “**Plot**” more particularly described in **Schedule A**);

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

G. \_\_\_\_\_ [Please enter any additional disclosures/details]

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

I. 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;

J. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Buyer Buyer hereby agrees to purchase the [Apartment/Plot] and the garage/closed parking (if applicable) as specified in para G;

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

**1. TERMS:**

1.1 Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Buyer and the Buyer hereby agrees to purchase, the [Apartment/Plot] as specified in para G;

1.2 The Total Price for the [Apartment/Plot] based on the carpet area is Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only ("**Total Price**") (Give break up and description):

Block/Building/Tower no. ____ Apartment no. _____ Type _____ Floor _____	Rate of Apartment per square feet*

\*Provide break up of the amounts such as cost of apartment, proportionate cost of common areas, preferential location charges, taxes etc.

[AND] [if/as applicable]

Garage/Closed parking - 1	Price for 1
Garage/Closed parking - 2	Price for 2

[OR]

Plot no. _____ Type _____	Rate of Plot per square feet

Explanation:

- (i) The Total Price above includes the booking amount paid by the Buyer to the Promoter towards the [Apartment/Plot];
- (ii) The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax, and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter) up to the date of handing over the possession of the [Apartment/Plot]:

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

- (iii) The Promoter shall periodically intimate to the Buyer, the amount payable as stated in (i) above and the Buyer shall make payment within 30 (thirty) days from the date of such written intimation. In addition, the Promoter shall provide to the Buyer 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/Plot] includes: 1) *pro rata* share in the Common Areas; and 2) \_\_\_\_\_garage(s)/closed parking(s) as provided in the Agreement.
- 1.3 The Total Price is escalation-free, save and except increases which the Buyer hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Buyer for increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Buyer, which shall only be applicable on subsequent payments.
- 1.4 The Buyer(s) shall make the payment as per the payment plan set out in **Schedule C** (“**Payment Plan**”).
- 1.5 The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Buyer by discounting such early payments @ \_\_\_\_\_% 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 Buyer by the Promoter.
- 1.6 It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described therein in respect of the apartment, plot or building, as the case may be, without the previous written consent of the Buyer. Provided that the Promoter may make such minor additions or alterations as may be required by the Buyer, or such minor changes or alterations as per the provisions of the Act.
- 1.7 [*Applicable in case of an apartment*] The Promoter shall confirm the final carpet area that has been allotted to the Buyer after the construction of the Building is complete and the occupancy certificate\* is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Buyer 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 Buyer. If there is any increase in the carpet area allotted to Buyer, the Promoter shall demand that from the Buyer as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square feet as agreed in Clause 1.2 of this Agreement.
- 1.8 Subject to Clause 9.3 the Promoter agrees and acknowledges, the Buyer shall have the right to the [Apartment/Plot] as mentioned below:
- (i) The Buyer shall have exclusive ownership of the [Apartment/Plot];
- (ii) The Buyer shall also have undivided proportionate share in the Common Areas. Since the share / interest of Buyer in the Common Areas is undivided and cannot be divided or separated, the Buyer 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 Buyer to use the Common Areas shall always be subject to the timely payment of maintenance charges and other charges as applicable. It is clarified that the promoter shall convey undivided proportionate title in the common areas to the association of Buyers as provided in the Act;

- (iii) That the computation of the price of the [Apartment/Plot] 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.

1.9 It is made clear by the Promoter and the Buyer agrees that the [Apartment/Plot] 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 Buyer. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Buyers of the Project.

1.10 It is understood by the Buyer that all other areas and i.e. areas and facilities falling outside the Project, namely \_\_\_\_\_ shall not form a part of the declaration to be filed with \_\_\_\_\_ [Please insert the name of the concerned competent authority] to be filed in accordance with the \_\_\_\_\_ [Please insert the name of the relevant State act, if any].

1.11 The Promoter agrees to pay all outgoings before transferring the physical possession of the apartment to the Buyers, which it has collected from the Buyers, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the project). If the Promoter fails to pay all or any of the outgoings collected by it from the Buyers or any liability, mortgage loan and interest thereon before transferring the apartment to the Buyers, the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person.

1.12 The Buyer has paid a sum of Rs, \_\_\_\_\_ (Rupees \_\_\_\_\_ only) as booking amount being part payment towards the Total Price of the [Apartment/Plot] at the time of application the receipt of which the Promoter hereby acknowledges and the Buyer hereby agrees to pay the remaining price of the [Apartment/Plot] as prescribed in the Payment Plan as may be demanded by the Promoter within the time and in the manner specified therein:

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

## **2. MODE OF PAYMENT**

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

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

- 3.1 The Buyer, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules and Regulations made thereunder or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Buyer understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.
- 3.2 The Promoter accepts no responsibility in this regard. The Buyer shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Buyer subsequent to the signing of this Agreement, it shall be the sole responsibility of the Buyer to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the applicable laws. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of any Buyer 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 Promoter shall be issuing the payment receipts in favour of the Buyer only.

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

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

## **5. TIME IS ESSENCE**

- 1.13 Time is of essence for the Promoter as well as the Buyer. The Promoter shall abide by the time schedule for completing the project and handing over the [Apartment/Plot]

to the Buyer and the common areas to the association of the Buyers after receiving the occupancy certificate\* or the completion certificate or both, as the case may be. Similarly, the Buyer shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in **Schedule C (“Payment Plan”)**.

## 6. CONSTRUCTION OF THE PROJECT/ APARTMENT

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

## 7. POSSESSION OF THE APARTMENT/PLOT

- 7.1 **Schedule for possession of the said [Apartment/Plot]:** The Promoter agrees and understands that timely delivery of possession of the [Apartment/Plot] is the essence of the Agreement. The Promoter, based on the approved plans and specifications, assures to hand over possession of the [Apartment/Plot] on \_\_\_\_\_, 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 Buyer agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the [Apartment/Plot], provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Buyer agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Buyer the entire amount received by the Promoter from the allotment within 45 days from that date. After refund of the money paid by the Buyer, Buyer agrees that he/ she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.
- 7.2 **Procedure for taking possession** - The Promoter, upon obtaining the occupancy certificate\* from the competent authority shall offer in writing the possession of the [Apartment/Plot], to the Buyer in terms of this Agreement to be taken within 3 (three months from the date of issue of such notice and the Promoter shall give possession of the [Apartment/Plot] to the Buyer. The Promoter agrees and undertakes to indemnify the Buyer in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Buyer agree(s) to pay the maintenance charges as determined by the Promoter/association of

Buyers, as the case may be. The Promoter on its behalf shall offer the possession to the Buyer in writing within \_\_\_\_\_ days of receiving the occupancy certificate\* of the Project.

- 7.3 **Failure of Buyer to take Possession of [Apartment/Plot]:** Upon receiving a written intimation from the Promoter as per clause 7.2, the Buyer shall take possession of the [Apartment/Plot] from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the [Apartment/Plot] to the Buyer. In case the Buyer fails to take possession within the time provided in clause 7.2, such Buyer shall continue to be liable to pay maintenance charges as applicable.
- 7.4 **Possession by the Buyer -** After obtaining the occupancy certificate\* and handing over physical possession of the [Apartment/Plot] to the Buyers, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common areas, to the association of the Buyers or the competent authority, as the case may be, as per the local laws.
- 7.5 **Cancellation by Buyer –** The Buyer shall have the right to cancel/withdraw his allotment in the Project as provided in the Act:

Provided that where the Buyer proposes to cancel/withdraw from the project without any fault of the promoter, the promoter herein is entitled to forfeit the booking amount paid for the allotment. The balance amount of money paid by the Buyer shall be returned by the promoter to the Buyer within 45 days of such cancellation.

#### 7.6 **Compensation –**

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

Except for occurrence of a Force Majeure event, if the promoter fails to complete or is unable to give possession of the [Apartment/Plot] (i) in accordance with the terms of this Agreement, duly completed by the date specified herein; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Promoter shall be liable, on demand to the Buyers, in case the Buyer 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/Plot], 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 Buyer does not intend to withdraw from the Project, the Promoter shall pay the Buyer interest at the rate specified in the Rules for every month of delay, till the handing over of the possession of the [Apartment/Plot].

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

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

- (i) The [Promoter] has absolute, clear and marketable title with respect to the said Land; the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;
- (ii) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- (iii) There are no encumbrances upon the said Land or the Project;  
  
[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/Plot];
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and [Apartment/Plot] are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Building and [Apartment/Plot] and common areas;
- (vi) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Buyer created herein, may prejudicially be affected;
- (vii) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Land, including the Project and the said [Apartment/Plot] which will, in any manner, affect the rights of Buyer under this Agreement;
- (viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said [Apartment/Plot] to the Buyer in the manner contemplated in this Agreement;
- (ix) At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the [Apartment/Plot] to the Buyer and the common areas to the Association of the Buyers;
- (x) The Schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Schedule Property;
- (xi) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;
- (xii) No notice from the Government or any other local body or authority or any

legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoter in respect of the said Land and/or the Project.

## 9. EVENTS OF DEFAULTS AND CONSEQUENCES

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

- (i) Promoter fails to provide ready to move in possession of the [Apartment/Plot] to the Buyer within the time period specified. For the purpose of this clause, 'ready to move in possession' shall mean that the apartment shall be in a habitable condition which is complete in all respects;
- (ii) Discontinuance of the Promoter's business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made thereunder.

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

- (i) Stop making further payments to Promoter as demanded by the Promoter. If the Buyer stops making payments, the Promoter shall correct the situation by completing the construction milestones and only thereafter the Buyer be required to make the next payment without any penal interest; or
- (ii) The Buyer shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Buyer 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 Buyer does not intend to withdraw from the project or terminate the Agreement, he shall be paid, by the promoter, interest at the rate specified in the Rules, for every month of delay till the handing over of the possession of the [Apartment/Plot].

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

- (i) In case the Buyer fails to make payments for \_\_\_\_ consecutive demands made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard the Buyer shall be liable to pay interest to the promoter on the unpaid amount at the rate specified in the Rules.
- (ii) In case of Default by Buyer under the condition listed above continues for a period beyond consecutive months after notice from the Promoter in this regard, the Promoter shall cancel the allotment of the [Apartment/Plot] in favour of the Buyer and refund the amount money paid to him by the Buyer by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated.

**10. CONVEYANCE OF THE SAID APARTMENT**

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

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

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

*[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 Promoter as per the agreement for sale relating to such development is brought to the notice of the Promoter within a period of 5 (five) years by the Buyer from the date of handing over possession, it shall be the duty of the Promoter to rectify such defects without further charge, within 30 (thirty) days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Buyers shall be entitled to receive appropriate compensation in the manner as provided under the Act.

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

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

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

The Promoter / maintenance agency /association of Buyers shall have rights of unrestricted access of all Common Areas, garages/closed parking's and parking



spaces for providing necessary maintenance services and the Buyer agrees to permit the association of Buyers and/or maintenance agency to enter into the [Apartment/Plot] 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 \_\_\_\_\_ (*project name*), shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, fire fighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Buyer 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 Buyers formed by the Buyers for rendering maintenance services.

16. **GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT:** Subject to Clause 12 above, the Buyer shall, after taking possession, be solely responsible to maintain the [Apartment/Plot] 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/Plot], 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/Plot] and keep the [Apartment/Plot], its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized. The Buyer 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 Buyers 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 Buyer shall not store any hazardous or combustible goods in the [Apartment/Plot] or place any heavy material in the common passages or staircase of the Building. The Buyer shall also not remove any wall, including the outer and loadbearing wall of the [Apartment/Plot]. The Buyer shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the association of Buyers and/or maintenance agency appointed by association of Buyers. The Buyer 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 BUYER

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

**18. ADDITIONAL CONSTRUCTIONS**

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

**19. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE**

After the Promoter executes this Agreement he shall not mortgage or create a charge on the [Apartment/Plot/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 Buyer who has taken or agreed to take such [Apartment/Plot/Building].

**20. APARTMENT OWNERSHIP ACT (OF THE RELEVANT STATE)**

The Promoter has assured the Buyers that the project in its entirety is in accordance with the provisions of the \_\_\_\_\_  
[Please insert the name of the state Apartment Ownership] Act). The Promoter showing compliance of various laws/regulations as applicable in

\_\_\_\_\_.

**21. BINDING EFFECT**

Forwarding this Agreement to the Buyer by the Promoter does not create a binding obligation on the part of the Promoter or the Buyer until, firstly, the Buyer 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 Buyer and secondly, appears for registration of the same before the concerned Sub- Registrar as and when intimated by the Promoter. If the Buyer(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Buyer and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Buyer for rectifying the default, which if not rectified within 30(thirty) days from the date of its receipt by the Buyer, application of the Buyer shall be treated as cancelled and all sums deposited by the Buyer in connection therewith including the booking amount shall be returned to the Buyer 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 BUYER / SUBSEQUENT BUYERS**

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 Buyers of the [Apartment/Plot], in case of a transfer, as the said obligations go along with the [Apartment/Plot] for all intents and purposes.

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

25.1 The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Buyer 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 Buyer that exercise of discretion by the Promoter in the case of one Buyer shall not be construed to be a precedent and /or binding on the Promoter to exercise such discretion in the case of other Buyers.

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

**26. SEVERABILITY**

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

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

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

**28. FURTHER ASSURANCES**

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

**29. PLACE OF EXECUTION**

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

**30. NOTICES**

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

\_\_\_\_\_ Name of Buyer  
\_\_\_\_\_ (Buyer Address)

M/s \_\_\_\_\_ Promoter name  
\_\_\_\_\_ (Promoter Address)

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

**31. JOINT BUYERS**

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

**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.

*[Please insert any other terms and conditions as per the contractual understanding between the parties, however, please ensure that such additional terms and conditions*

*are not in derogation of or inconsistent with the terms and conditions set out above or the Act and the Rules and Regulations made thereunder.]*

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for sale at \_\_\_\_\_(city/town name) in the presence of attesting witness, signing as such on the day first above written.

**SIGNED AND DELIVERED BY THE WITHIN NAMED**

Buyer: (including joint buyers)

- (1) \_\_\_\_\_
- (2) \_\_\_\_\_

At \_\_\_\_\_ on \_\_\_\_\_ in the presence of:

Please affix photograph and sign across the photograph

Please affix photograph and sign across the photograph

**SIGNED AND DELIVERED BY THE WITHIN NAMED**

Promoter:

- (1) \_\_\_\_\_  
(Authorized Signatory)

Please affix photograph and sign across the photograph

**WITNESSES:**

- 1. Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Address \_\_\_\_\_
- 2. Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Address \_\_\_\_\_

**SCHEDULE 'A' - PLEASE INSERT DESCRIPTION OF THE [APARTMENT/PLOT] AND THE GARAGE/CLOSED PARKING (IF APPLICABLE) ALONG WITH BOUNDARIES IN ALL FOUR DIRECTIONS**

**SCHEDULE 'B' - FLOOR PLAN OF THE APARTMENT**

**SCHEDULE 'C' - PAYMENT PLAN BY THE BUYER**

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\_\_\_\_\_

\* or such other certificate by whatever name called issued by the competent authority.

**THE SCHEDULE “A” ABOVE REFERRED**

All that piece and parcel of a land measuring more or less 50 Decimals whereon a ground plus 12 storied building with lift facility is being erected as per building plan duly sanctioned by the Purba Medinipur Zilla Parishad situated and lying at Mouja-Santipur & Hakola, JL NO-03 & 02, Khatian No.-3464 & 1217, Dag No.-466,637 637/1260 also bounded by:-

NORTH: NH-41

SOUTH: Vacant Land

EAST: Vacant Land of Kalipada Adak.

WEST: Vacant Land of Tapan Mahaptra.

**THE SCHEDULE “C” ABOVE REFERRED**

**PAYMENT PLAN BY THE BUYER**

- (a) Booking amount at the time of execution of this agreement is 15% of the total consideration price of the above mentioned flat i.e. Rs. ....
- (b) Balance payments will be made according to the work progress as mentioned below

O.	WORK SEHEDULE	PAYMENT PERCENTAGE
	Pile foundation	
	3rd Floor	
	6th Floor	
	9th Floor	
	12th Floor	
	Before Hand Over the Flat	

SCHEDULE 'B' - FLOOR PLAN OF THE APARTMENT

