

ANNEXUR E-A

[See rule 9]

Agreement for

Sale

This Agreement for Sale (**Agreement**) executed on this (Date) day of (Month), 20.....,

By and Between

(1)(PAN : and Aadhaar No. : and Mobile No.), son of Late , by Occupation-Business, by Nationality- Indian, by Faith-Hindu and residing at 2.....and(2)(PAN : and Aadhaar No :and Mobile No.), son of Late , by Occupation-Business, by Nationality- Indian, by Faith-Hindu and residing at..... and (3) (PAN : and Aadhaar No. :and Mobile No.). son of , by Occupation-Business, by Nationality-Indian, by Faith-Hindu and residing at hereinafter jointly called and referred to as the **LAND OWNERS/ FIRST PARTY**, (which terms or expression shall unless excluded by or repugnant to the subject or context shall mean and include their respective heirs, executors, administrators, successors, legal representatives and assigns) of the **ONE PART** (Herein Land Owners/ First Party are represented by **BALAI CHANDRA DEY**, PAN : ADOPD0688C and Aadhaar No. : 659877114449, son of Late Mahindra Chandra Dey, by Occupation- Business, by Nationality - Indian, by Faith - Hindu and residing at Noapara Kalibari Road, Barasat(m) North 24 Parganas, Pin-700124 and **DEEP SHANKAR DEY**, PAN : CJPPD9566G and Aadhaar No. : 436667387239, son of Balai Chandra Dey, by Occupation- Business, by Nationality - Indian, by Faith — Hindu and residing at Noapara Kalibari Road, Barasat(m) North 24 Parganas, Pin-700124

AND

DEEP CONSTRUCTION (PAN : AAPFD2430E), a Partnership firm, having its Regd. office at **41/0/3 K.N.C Road Barasat, North 24 Parganas, Pin-700124**, hereinafter called and referred to as the **DEVELOPERS / PROMOTOR / SECOND PARTY** represented by its two Partners namely (1) **BALAI CHANDRA DEY** (PAN : ADOPD0688C and Aadhaar No. : 659877114449, son of Late Mahindra Chandra Dey, by Occupation- Business, by Nationality - Indian, by Faith - Hindu and residing at Noapara Kalibari Road, Barasat(m) North 24 Parganas, Pin-700124 and (2) **DEEP SHANKAR DEY** (PAN : CJPPD9566G and Aadhaar No. : 436667387239, son of Balai Chandra Dey, by Occupation- Business, by Nationality - Indian, by Faith — Hindu and residing at Noapara Kalibari Road, Barasat(m) North 24 Parganas, Pin-700124, (Which terms or expression shall unless excluded by or repugnant to the subject or context shall mean and include its

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;

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

D. the ,,,,,,[Please insert the name of the concerned competent authority] has granted the commencement Certificate to develop the Project vide its approval dated Bearing registration no.....

E. the promoter has obtained the final layout plan, sanctioned plan, specification and approvals for the project and also for the apartment plot or building, as the case may be from. (Please insert the name of the concerned competent authority). The promoter agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with section 14 of the Act and other laws as applicable.

p. The Promoter has been registered the project under the provisions of the Act with the West Bengal Housing Industry Regulatory Authority at _____ on _____ under registration no. _____

G. The Allottee had applied for an apartment in the Project vides 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/covered parking no. admeasuring square feet in the [Please insert the location of the garage/covered parking], as permissible under the applicable law and of pro rata share in the common areas ("Common Area") as defied under clause (m) of Section 2 of the Act (hereinafter referred to as the "Apartment" more particularly described in Schedule-A and like floor plan **or the apartment** is annexed hereto and marked as Schedule-B);

[OR]

The Allottee had applied for a plot in the Project vides application no. Dated..... And has been allotted plot no. Having area Square feet and plot for garage/covered parking no. , admeasuring square feel (if applicable) in the [Please insert the location of the garage/covered parking], as permissible under the applicable law and of pro-rata share in the common areas ("Common Area") as defied under clause (in) of section 2 of the Act, hereinafter referred to as the "Plot", more particularly described in Schedule-A;

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

I. [Please enter my additional disclosures/details;

J. The Parties hereby confirm that they are signing this Agreement with full knowledge of the all 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 Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the [Apartment/Plot] and the garage/Covered parking (if applicable) as specified in Part G.

NOW THEREFORE, in consideration of the mutual representation, covenants, assurance, promises and **agreement contained herein and other good and valuable consideration**, the parties agree as follows:

1. TERMS :

- 1.1 Subject to the terms & conditions as detailed in this Agreement, the Promoter hereby agrees to sell to the Allottee(s) and the Allottee(s) hereby agrees to purchase, the [Apartment/Plot] as prescribed in Para 'G'
- 1.2 The total Price for the [Apartment/Plot] based on the carpet area is Rs. (in words Rupees.....only) ("Total Price") (Give break-up and description):-

Block/Building/Tower no..... Type..... Floor.....	No.....Apartment	Rate of Apartment per square feet*
Total Price (in Rupees)	

- Provide break-up of the amounts such as cost of apartment, proportionate cost of common areas, preferential location charges, cost of exclusive balcony or verandah areas, cost of common areas, taxes, maintenance charges, as per Para II etc., if as applicable.

(AND) (if/as applicable)

Garage/covered parking-1	Price for 1 (in Rs.)
Garage/covered parking-2	Price for 2 (in Rs.)
Total price (in Rupees)

[OR]

Plot No..... Type.....	Rate of Plot per square feet*
Total price (in Rupees)

* Provide break-up of the amounts such as cost of plot, proportionate cost of common areas, , taxes, maintenance charges as per Para. II etc., if/as applicable.

LAND] (if/as applicable)

Garage / covered parking- 1	Price for 1 (in Rs.)
Garage/ covered parking-2	Price for 2(in Rs.)
Total price (in Rupees)	

Explanation:

- (i) The Total Price above includes the booking amount paid by the allottee 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 G.S.T. and Cess or and other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter, by whatever name called) upto the date of the handing over the possession of the~~

Apartment/Plot to the allottee and the Project to the association of allottees or the competent authority, as the case may be, after obtaining the completion certificate;

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

Provided further that if there is any increase in the taxes after the expiry of the schedule date of the completion of the Project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said Project by the Authority, as per the Act, the same shall not be charged from the Allottee;

- (iii) The promoter shall periodically intimate to the Allottee(s), the amount payable as stated in (i) above and the Allottee(s) shall make payment demanded by the Promoter within the time and in the manner specified therein. In addition, the Promoter 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/ 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, electrical connectivity to the Apartment, lift, water line and plumbing. finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the common areas, maintenance charges as per Para. II etc, and includes cost for providing all other facilities, amenities and specification to be provided within the Apartments Plot and the Project.

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

rules/regulations to that effect along with the demand letter being issued to the Allottee(s), which shall only be applicable on subsequent payments:

Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said project by the Authority, as per the Act the same shall not be charged from the Allottee.

The allottee(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 payment of installments payable by the Allottee(s) by discounting such early payments @ _____% per annum for the period by which the representative installment has been proposed. The provision for allowing rebate and such rate of rebate and shall not be subject to any revision/withdrawal, once granted to an Allottee(s) by the Promoter.

1.6

It is agreed that the Promoter shall not make any addition and alteration in the sanctioned ~~plans, layout plans and specifications and the nature of fixtures, fittings and amenities described herein at Schedule 'D' and~~ ~~plans, layout plans~~

Schedule 'E' (which shall be in conformity with the advertisement, prospectus etc., on the basis of which sale is effected) in respect of the Apartment/ Plot/building, as the case may be, without the previous written consent of the Allottee(s) as per the **provisions of the Act**:

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

1.7 (Applicable in case of Apartment) The Promoter shall *confirm* to the final carpet areas that has been allotted the Allottee after in construction of the building is complete and the occupancy certificate is granted by the competent **authority** by furnishing details of the charges, if any in the carpet area. The **Total** Price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is reduction in the carpet area than the Promoter shall refund the excess money paid by Allottee within **forty-five days with annual interest at the rate prescribed in the Rules**, from the **date** when such an excess amount was paid by the Allottee. If there is any increase in the carpet area, which is not more than three percent of the carpet area Of the Apartment, allotted to the Allottee, the Promoter may demand that from the *Allottee* as per the next milestone of the Payment Plan as provided in Schedule C. All these monetary adjustments shall be *made* at the same rate per square feet as agreed in Para 1.2 of this agreement.

1.8 Subject to Para 9.3 the Promoter agreed and acknowledges, the Allottee shall have the right to the Apartments Plot as mentioned below-

- (i) **The Allottee(s) shall have exclusive ownership of the Apartment/ Plot;**
- (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 and maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the Promoter shall handover the common areas to the association of allottees after duly obtaining the completion certificate from the competent authority 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, electrical connections to the Apartment, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the common areas, maintenance charges as per Para 11 etc. and includes cost for providing all other facilities, amenities and specification to be provided within the Apartment/ Plot and *the Project*;
- (iv) The Allottee has the right to visit the Project site to assess the extent of development of the Project And his apartment/plot, as the case may be.

1.9 It is made clear by all the Allottee agrees that the Apartment / Plot along with garage/covered parking shall be treated as a single indivisible unit for all purposes. It is agreed that the project is an independent, self-contained Project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise accept for

the purpose of **integration of infrastructure** for the benefit of the Allottee. It is clarified that **Projects** facilities and amenities shall be available only for use and enjoyment of the Allottee(s) of the Project.

1.10 The Promoters agrees to pay all outgoing/dues before transferring the physical possession of the Apartment to the Allottee(s) which it has collected from the Allottee(s), for the payment of outgoing/dues (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 outgoing/ dues collected by it from the Allottee(s) or any liability, mortgage loan and interest thereon before transferring the Apartment to the Allottee(s), the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoing/ dues and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings Which may be taken therefore by such authority or person.

1.11 The Allottee has paid a some of Rs. ----- (Rupees ----- only) as booking amount being par towards the Tata) Price of the [Apartment/ Plot] at the time of application the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the [Apartment/ Plot] as prescribed in the payment plan at [Schedule C] as may be demanded by the Promoter within the time and manner specified therein.

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

2. **MODE OF PAYMENT:**

Subject to the terms of the agreement and the Promoter abiding by the construction milestones, the Allottee shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the payment plan through account payee cheque / demand daft/ banker's cheque or online payment (as applicable) in favor of----- payable at -- .

3. **COMPLIANCE OF LAWS RELATINC TO REMITTANCES:**

3.1 The Allottee, if residence outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act,1999 ('FEMA'), Reserve Bank of India Act, 1934 ('RBI' Act) and the Rules and Regulation made there under or any statutory amendments or modifications made thereof and all others applicable laws including that of remittance of payment, acquisition/ sale/ transfer of immovable properties in India etc. and provide the Promoter with such permission, approval 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 Allottee understands and agrees that in the event of any failure on his/ her part of comply with the applicable guidelines issued by the Reserve Bank of India, he/ she may liable for any action under Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

3.2 The Promoter accepts no responsibility in regard to matters specified in Para 3.1 above. The Allottee shall keep the Promoter fully indemnified and harmless in this regards. Wherever there is any change in the residential status of the Allottee subsequent to the singing of the Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoters 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 Allottee and such third party shall not have any right in the application/allotment of the said Apartment/Plot apply for herein in any way and the Promoter shall be issuing the payment receipts in favor of the Allottee only.

4. ADJUSTMENT/ APPROPRIATION OF PAYMENTS:

The Allottee authorized the Promoter to adjust/ appropriate all payments made by him/her under any head(s) of dues against lawful outstanding of the Allottee against the [Apartment/Plot], if any, in his/ her name and the Allottee undertakes iron to object/ demand/ direct the Promoter to adjust his payments in any manner.

5. TIME IS ESSENCE :

The Promoter shall abide by the time schedule for completing the Project as disclosed at the time of registration of the Project with the Authority and towards handing over the [Apartment/ Plot] to the Allottee and the common areas to the Association of allottees or the competent authority, as the case may be.

6. CONSTRUCTION OF THE PROJECT/APARTMENT:

The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the Apartments/ Plot and accepted the floor plan, payment plan and the specification, amenities and facilities annexed along with this Agreement which has been approved by the competent authority as represented by the Promoter. The Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities, 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 this Agreement.

7. POSSESSION OF THE APARTMENT / PLOT:

Schedule for possession of the said [Apartment/Plot]- The Promoters agrees and understands that timely delivery of possession of the [Apartment/ Plot] to the Allottee and the common areas to the Association of allottees or the competent authority, as the case may be, is the essence of the Agreement. The Promoter

assures to handover possession of the [Apartment/Plot] along with ready and complete common areas with all specifications, amenities and facilities of the Project in place on..... unless there is delay or failure due to war, flood, drought, fire, Cyclone earthquake or any other calamity caused by nature effecting the regular development of the real estate project ("Force Majeure") If, however, the completion of Project is delayed due to the Force Majeure conditions then the Allottee 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 Allottee(s) 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 Allottee(s) the entire amount received by the Promoter from the Allotment within 45days from the date. The Promoter shall intimate the Allottee about such termination at least thirty days prior to such termination. After refund of the money paid by the Allottee, the

Allottee agreed that he/ she shall not have any rights, claims etc, against the Promoter and the Promoter shall be released and discharged from all its obligation 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 Allottee(s) in terms of this Agreement to be taken within 2 (two) months from the date of issue of **occupancy certificate.**

[Provided that, in the absence of local law, the conveyance deed in favor of the Allottee shall be carried out by the Promoter within three months from the date of issue of occupancy certificate). The Promoter agrees and undertakes to indemnify the Allottee(s) in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee(s), after taking possession, agree(s) to pay the maintenance charges as determined by the Promoter/ Association of Allottees, as the case may be, after the issuance of completion certificate for the Project. The Promoter shall handover the occupancy certificate of the Apartment/ Plot, as the case may be, to the Allottee at the time of conveyance of the same

7.3

Failure of Allottee to take possession of [Apartment/ Plot]- Upon receiving a writing intimation from the Promoter as per Para 7.2 above, the Allottee(s) 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 Allottee(s). In case the Allottee(s) fails to take possession within the time provided as per Para 7.2 above, Such Allottee shall

continue to be liable to pay maintenance charges as specified under Para 7.2 above.

7.4 Possession by the Allottee- After obtaining the occupancy certificate* and handing over physical possession of the [Apartment/ Plot] to the Allottee, it shall be the responsibility of the Promoter to handover the necessary. Document and plan, including common areas to the Association of allottees or the competent authority as

the case may be, as per the local law's:

[Provided that, in the absence of any local law, the Promoter shall handover the necessary documents and plans, including common areas, to the Association of allottees or the competent authority, as **the case may be, within thirty days after obtaining the completion certificate].**

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

Provided that where the Allottee (s) proposes to cancel/withdraw from the Project without any fault of the **Promoter**, the Promoter 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 Promoter to the Allottee(s) within forty five days of such cancellation.

7.6 Compensation — The Promoter shall compensate the Allottee 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 the interest end compensation under this provision shall not be barred by limitation provided under any law for the time being in force ,

Except for occurrence of a Force Majeure event. if the Promoter fails to complete or is unable to give possession of the said [Apartment/ Plot] (i) In accordance with the terms of this Agreement, duly completed by the date specified in Para 7.1 above; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the provisions of the act; or any other reason; the Promoter shall be liable on demand to the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to the return the total amount received by him in respect in respect of that

(Apartment/ Plot), with interest **including compensation in the manner as provided under the Act within forty-five days of it becoming due:**

Provided that where ***** !!^!!^* does not intend to withdraw from the Project the Promoter shall pay to the Allottee interest for every month of delay, till the handing over of the possession of the [Apartment/ Plot], which shall be paid by the Promoter to the Allottee within forty-five days of it becoming due.

REPRESENTATIONS AND WARRANTIES OF THE PROMOTER :

The Promoter hereby represents and warrants to the Allottee(s) as follows:

- (i) The Promoter has absolute, clear and marketable title with respect to the said Land and the requisite rights IP cBrry 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 **gppr0v815** from the competent authorities to carry out **d4ygl0\$MCft** of the Project;
- (iii) There are no encumbrances upon the said Land or the Project;
(In case there are and encumbrances provide details of such encumbrance fixing any rights, title, interest and same of party in or over such land)
- (iv) There are no litigations pending before any Court of law or Authority 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 Allottee(s) 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] in any manner, affecting the rights of Allottee(s) 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 Allottee(s) 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 Allottee(s) and the common areas to the association of allottees or the competent authority, as the case may be;
- (x) The Schedule Property is not the subject matter of any I-IUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Schedule Property;
- (or) 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,** and/or penalties and other outgoings, **damages** whatsoever, payable with respect to the said Project to the competent authorities till the completion certificate has been issued and possession of the Apartment Plot along with common areas (equipped with all the specifications, amenities and facilities) has been handed over to the Allottee and **the ASSOCIATION OF ALLOTTEES OR** the competent authority, as the case may be;
- (xii) No notice from the Government or any other local body or authority or any legislative enactment, government 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 **condition** of default, in the following events:-

- (i) The Promoter fails to provide ready to move in possession of the [Apartment /Flat] to the Allottee(s) within the time period specified in Para 7.1 above in this Agreement or fails to complete the Project within the stipulated time disclosed at the time of registration of the Project with the Authority. For the purpose of this Para, 'ready to move in possession' shall mean that the Apartment shall be in a habitable condition which is complete in all respects including the purrision0i" all specifications, amenities and facilities, as agreed to between the parties, and for which occupation certificate and completion certificate, as the case may be, has been issued by the competent authority;
- (ii) District Inland and the Promoters bustles M O 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 the Promoter under the conditions listed above, Allottee(s) is entitled to the following:-

- (i) *oT making krth*r f)a>vents to the Pmmoter as demanded by the promoter. If tjte Aljoxec(s) stpps makingy ps>y ents i5• Pron>okr iui correct the situation by' completing tke construction milestones and on)y themafter the .Xlletieets) be required to make the ne.xt p2\ went v iihout any interest; or
- (ii) The <tlotieetsy sfiall have the option of terminating ilie Agreement in which case the Promoter shall be liable to refund the entire m••ii pnid by the Ahocet(s) under any head whatsoever to>iards iht purchase of the AHtmienL along o ith iitetsfsl u'ithin fortj-flee da)s of rctiving ihc termination notice:

Pmvidtd tiui where an Allontets) ders not intend to irilhdraw from the Projui or terminate the AgretmenL lie shll ter pii<t by the Promoter, intertsi at the tale prescribed in ihe Rules, for even' moflth of delay till the landing o er or iht possession of the (Apartment' Plot), uhih shall be paid hy the Promoter to tfic Allottee wiithin fly-fi 'e days of it becoming due.

9.3 The Alloties) shall be considered under a condition of default on the occurrence of the following events:

- (i) In casr the Allort s) baik to make pajmenis for --- ———consecuti>'e demands made by the Promoter as per the ps\ment p13/i Bnne.red hereto. despite having been issued notice in that re_ard. the Allortce{s) skall be liable to pzj irt<rrcst to ihe Promoter on the unpaid uno•ni at the rate prescribed in the Rules.
- (ii) In case of default by Aloonu under the conditions listed above continues for a ptriid beyond ————— coisuitiie monihs after notice from the Promoter in this rtgatd, the Promoter may cancel be allotment of the [Apartment' Plot] in fin'our of the Allottee(s) and refund the money paid to him by the Allonee(s) by dtdueling ilie ix>king amount and the iCtemsl liabilities and this Agreement shall thereupon stand terminated

Provided thai the Promoter shall intimate the Alloee about such termination at least th;y. days ptiq tq p h

IO. COXVEYAhCE OF THE SAID APARTMENT/ POLT :

W Promoter, on receipt of Total Price of the {Apartments PlotJ as per Para 1.2 under ltte Agreeemfrom the All<xicJ shsl c.x>cute a conveyance dted and convey the iiii• of its (zg artljppnt/ Ploti ipgtqher o iih proportionate indivisible share **in common areas within three months from the date of issuance of the occupancy czriificae and the completion certificate, as the Qty @, to g gyy y.**

(Ptn idtd ia abstnct of lxl law, the conveyance deed in [avour of the Allottee shall be carried out by the Promoter within three months from the date of issue of occupancy certificate].

Here, in case the Allottee fails to deposit the stamp duty, registration charges within the period specified in the conveyance deed in his/her favour till payment of stamp duty and registration charges to the Promoter is made by the Allottee(s).

11. **MAINTENANCE OF THE SKID BUILDING/APARTMENT/ PLOT :**
The Promoter shall be responsible for providing the maintenance of the Project by the Association of allottees upon the issuance of the Certificate of Completion of the Project. The cost of such maintenance has been included in the Total Price of the [Apartment/ Plot].
12. **DEFECT LIABILITY :**
In the event of any structural defect in any part of the Project, the Promoter shall be liable to rectify such defects within the specified time period. In the event of the Promoter's failure to rectify such defects within such time, the aggrieved Allottee(s) shall be entitled to sue the Promoter for compensation in the manner as provided under the Act.
13. **RIGHT TO ENTER THE APARTMENT/ PLOT FOR REPAIRS:**
The Promoter/ Association of allottees shall liaise rights of unrestricted access of all allottees for providing necessary maintenance services to enter into the [Apartment/ Plot] and. Pursuant thereto, after due notice and during the normal working hours, unless the circumstances otherwise require, to inspect any defect.
14. **USAGE:**
Use of Basements) and service areas:- The basement 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 etc. and other permitted uses as per sanctioned plans. The Allottee(s) shall not be permitted to use the service areas and the basements in any manner whatsoever, other than these earmarked service spaces, and the same shall be reserved for use by the Association of allottees for routine maintenance services.
15. **COMPLIANCE WITH RESPECT TO THE APARTMENT/ PLOT :**
15.1 Subsequent to the allotment, the allottee shall be solely responsible to maintain the said [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 said building [Apartment/ Plot], common areas, corridors, circulation areas, common compound etc. which may be in violation of any laws or rules of any authority or after the date of allotment to the said Apartment/ Plot, and keep the said Apartment/ Plot in good and proper condition, and shall be responsible to ensure that the support, structure etc. of the building is not in any way damaged or jeopardized.

15.2

The Allottee further undertakes, agrees and grants that he/she would not put any sign-board, name-plate, neon light, publicity material or advertisement material etc. on the façade of the building or anywhere therein or common areas. The Allottee also not change the color scheme of outer Wall or painting of the exterior side of building or carry out any change in the exterior or design. Further the Allottee shall store any hazardous or combustible goods in the (Apartment/ Plot) or place any heavy material in the common area or staircase of the building. The Allottee shall also not remove any wall, including the outer and load wall of the Plot.

jj.3

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

16.

COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES:
The Parties are 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.

17.

ADDITIONAL CONSTRUCTIONS:
The Promoter undertakes that it has no right to make additions or to put up additional structure anywhere in the Project after the building plan, layout plans sanction plan and other facilities has been approved by the competent authorities and disclosed, except for as provided in the Act.

18.

PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:
After the Promoter executes this Agreement he shall not mortgage or create a charge on the said (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 Allottee(s) who has taken or agreed to take (Apartment/ Plot/ Building).

19.

APARTMENT OWNERSHIP ACT (OR THE RELEVANT STATE ACT):
The Promoter has assured the Allottees that the project in its entirety is in accordance with the provision of the (Please insert the name of the apartment ownership Act). The promoter shall comply with the provisions of the Act in

20.

BINDING EFFECT :
Forming this Agreement to the Allottee(s) by the Promoter does not create a binding obligation on the part of the Promoter 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 this payment plan within thirty days from the date of receipt by the Allottee(s) and secondly, appears for registration of the same before the concerned Sub-Registrar (address of Sub-Registrar) as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee(s) and/or appear before the Sub-Registrar for its registration, then the Promoter shall serve a notice to the Allottee(s) rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottee(s), application of the Agreement 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.

21.

ENTIRE AGREEMENT:
This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the matter hereof and supersedes any previous understandings, agreements, allotment

letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to Apartment/ Plot/ Plot/ Plot * as the case may be

j7. 2G HTTOa?JEND
Tllsfigreemutrp onlybe2m, dzdthroug§ y uronsrq 0 t+P&uie

Jd. PROVISIONS OF THE APPLICABLE LAW, ALLOTTED/ SO (SF) QUANT

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 said [Apartment/ Plot] and the Project shall equally be applicable to and enforceable against and by any subsequent Allottee of the [Apartment/ Plot], in COST OF TRANSFER as the said obligations go along with the Apartment/ Plot for all intents and purposes.

24. IYAI VER NOT A LIMITATION TO ENFORCE:

24.1 The Promoter may, at its sole option add discretion, without prejudice to its rights as said out in this Agreement waive the benefit by the Allottee in not making payments as per the payment plan [Annexure C] including waving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Promoter in the case of delay shall not be construed to be a precedent and /Or binding on the promoter to exercise such discretion in the case of other allottees.

24.2 Failure on part of the Parties 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 thereof to enforce each and every provision.

25. 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 this 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 the Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and remaining provisions of this Agreement shall remain valid and enforceable as applicable in the time of execution of this Agreement.

26. 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 the Allottee(s) in the 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.

1. FURTHER ASSURANCES:

Both Parties agree that they shall execute, acknowledge and deliver to it all the instruments and take such actions specifically provided for herein, as may be reasonably required in order to carry out or contemplated herein or to confirm or perfect any such transaction.

28. PLACE OF EXECUTION :

The execution of this Agreement shall be completed 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 Allottee, in ----- after the Agreement is executed by the Allottee and the Promoter or the execution of the said Agreement shall be recorded at the office of the Sub-Registrar at ----- {specify the address of the Sub-Registrar}. Hence it shall be deemed to have been executed at,

29. NOTICES:

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

US.....(F0h0t5F'S f)gfTIC	Allottee(s) name
Address.....	Address.....

It shall be the duty of the Allottee and promoter to inform each other of any changes 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 Allottee, its the case m. be.

JOWTALLOTTEE:

That in case there are Joint Allottees all communications shall be sent by the Promoter to the Allottee whose name appears first and at the address given by him/her which shall for all intents and purposes be considered as the address of all the Allottee(s).

31. SAVINGS:

Any application letter, allotment letter, agreement, or any other document signed by the allottee, in respect of the allotment of an apartment, plot or building, as the case may be, prior to the execution and registration of this agreement for sale for such apartment plot or building, as the case may be, shall not be construed to limit the rights and interests of the allottee under the agreement for sale or under the Act the rules or the regulations made thereunder.

32. GOVERNING LAW:

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

33. DISPUTE RESOLUTION :

All or any dispute arising out of 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 discussions, failing which the same shall be settled under the Arbitration and Conciliation Act 1996.

(Notwithstanding to the above, the parties hereby agree that the terms and conditions of this Agreement shall be governed by the laws of India and the Arbitration and Conciliation Act 1996. However, please ensure that such conditions are not in derogation of or inconsistent with the terms and conditions set forth above or the Act and the Rules and Regulations made thereunder.)

IN WITNESS WHEREOF, the hereinabove named have signed this Agreement for sale at _____ (city/town name) in the presence of attesting witness, signing as such on the day first above written

SELLER AND BUYER

Allothee: (including joint buyen)

(1) Signature _____

Name _____

Address _____

(2) Signature

Name _____

Address _____

Please affix
photographs

and sign
across the
photograph

please affix
photos

and sign
across the
photograph

SIGNER AND DELIVERED BY THE WITHIN

promoter:

(1) Signature

Name

Address

prose affix
photographs
and sign
across the
photograph

on _____ in the presence of:

WITNESSES:
1. Signature _____
Name _____
Address _____

SCHEDULE-'A' - DESCRIPTION OF THE [APARTMENT/PLOT] AND TILE GARAGE, VEBED
PARKING (IF APPLICABLE) ALONG WITH DIRECTIONS IN ALL PGUK

SCHEDULE-'B' - FLOOR PLAN OF THE APARTMENT

SCHEDULE-'C' - 'A' RNT U AN

SCHEDULE-'D' - SPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF THE
APARTMENT/ PLOT)

SCHEDULE-'E' - SPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF THE
PROJECT)

(The Schedules to this Agreement for sell shall be as agreed to between the Parties)

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

DEEP CONSTRUCTION
Babir Chand
Partner