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M/s. RELIABLE CONSTRUCTION

Satyabrata Sinha

ANNEXURE 'A'  
[See rule 3]  
AGREEMENT FOR SALE

Partner

This Agreement for Sale ("Agreement") executed on this \_\_\_ day of \_\_\_, 20\_\_\_,

By and Between

- (1) **Reliable Construction**, a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at 7, B. T. Road, Swadeshimore, P. O. Panihati, P.S. Khardah, Kolkata 700114, in North 24- Parganas, (PAN AALFR2292N), represented by its authorized Partner Mr. Satyabrata Sinha, Son of Late Shyam Mohan Sinha by Nationality Indian, By Occupation Business residing at "DINANTA", 7, B. T. Road, Swadeshi More, P.O. Panihati, P. S. Khardah, Kolkata 700114 in the District of North 24-Parganas,(Aadhar no. \_\_\_\_\_) authorized *vide* \_\_\_\_\_,
- (2) Smt. Sarbani Deb Roy, wife of Late Annada Kumar Deb Roy residing at "BIMAL BHAWAN", 4 No., Desh Bandhu Nagar, P.O. Sodepur, P.S. Khardah, Kolkata 700110 in North 24-Parganas, (PAN BCSPD4355G),
- (3) Sri Shyama Prasad Deb Roy, son of Late Annada Kumar Deb Roy residing at "BIMAL BHAWAN", 4 No., Desh Bandhu Nagar, P.O. Sodepur, P.S. Khardah, Kolkata 700110 in North 24-Parganas, (PAN AZIPD2983N),
- (4) Sri Triguna Prasad Deb Roy, son of Late Annada Kumar Deb Roy residing at "BIMAL BHAWAN", 4 No., Desh Bandhu Nagar, P.O. Sodepur, P.S. Khardah, Kolkata 700110 in North 24-Parganas, (PAN AXGPD7315L),
- (5) Smt Ratna Ghosh, wife of Sri Debasis Ghosh and daughter of Late Annada Kumar Deb Roy residing at "New Sharchi Garden", Flat No. 1D, Block-AII, 25/1, Nagendra Nath Road, P.O. & P.S. Dum Dum, Kolkata 700028 in North 24-Parganas (PAN CBMPG6747D)
- (6) Smt Krishna (Maitra) Deb Roy, wife of Sri Chhotan Maitra, daughter of Late Annada Kumar Deb Roy residing at "Maa Muktikeshi Apartment", Flat No. 3B, 2<sup>nd</sup> Floor, 276, Nilgunj Road, Kashari Bagan, P.O. Panihati, P.S. Khardah, Kolkata 700114 in Nort 24-Parganas (PAN AXGPD7124H)
- (7) Sri Shankar Deb Roy , son of Late Sarada Kumar Deb Roy residing at 4 No., Desh Bandhu Nagar, P.O. Sodepur, P.S. Khardah, Kolkata 700110 in North 24-Parganas, (PAN AWLPD9471H),
- (8) Sri Subhas Das, son of Late Ganesh Chandra Das P-61, 4 No., Desh Bandhu Nagar, P.O. Sodepur, P.S. Khardah, Kolkata 700110 in North 24-Parganas, (PAN ADEPD0612N),
- (9) Sri Shankar Das, son of Late Ganesh Chandra Das P-61, 4 No., Desh Bandhu Nagar, P.O. Sodepur, P.S. Khardah, Kolkata 700110 in North 24-Parganas, (PAN BTYPD0602D),
- (10) Miss Suparna Das, daughter of Late Ganesh Chandra Das P-61, 4 No., Desh Bandhu Nagar, P.O. Sodepur, P.S. Khardah, Kolkata 700110 in North 24-Parganas, (PAN BEXPD1512E),
- (11) Smt. Sikha Das wife of Sri Apurba Das daughter of Late Ganesh Chandra Das residing at 399A, Shahid Nagar, P.O. Sodepur, P.S. Ghola, Kolkata 700110 (PAN AMAPD4222H) hereinafter referred to as the "**Vendors**" (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) **of the FIRST PART;**

The Vendor Nos.2 to 11 hereof & hereby represented by their constituted and lawful Attorney:

"M/S. RELIABLE CONSTRUCTION" a Registered Partnership Firm under Indian Partnership Act, 1932 (Act IX of 1932), bearing Registration No.- L79152/2014 having its registered office at: 7, B.T. Road, Swadeshimore, P.O. Panihati, P.S. Khardah, Dist. North 24 Parganas, Kolkata - 700114 having PAN - AALFR2292N hereby represented by its Partners :

(a) **SRI SATYABRATA SINHA**, S/o. Late Shyam Mohan Sinha, by Nationality - Indian, by Religion - Hindu, by occupation - Business, residing at Building "DINANTA", 7, B.T. Road, Swadeshi More, P.O. Panihati, P.S. Khardah, Dist. North 24 Parganas, Kolkata - 700114,

(b) **SRI UTTAM GOSWAMI**, S/o Late Gouranga Goswami, by Nationality - Indian, by Religion - Hindu, by occupation -Business, residing at Gouranga Nagar, P.O. Natagarh, P.S. Ghola, Dist. North 24 Parganas, Kolkata - 700113,

(c) **SRI SUJAY DAS**, S/o. Late Shib Chandra Das, by Nationality - Indian, by Religion - Hindu, by occupation - Business, residing at 4 No. Deshbandhu Nagar, P.O. Sodepur, P.S. Khardah, Dist. North 24 Parganas, Kolkata - 700110,

(d) **SRI SHAMBHU NATH DAS**, S/o. Late Narayan Chandra Das, by Nationality - Indian, By Religion - Hindu, by Occupation -Business, residing at Sasadhar Tarafdar Road, P.O. Sukchar, P.S. Khardah, Dist. North 24 Parganas, Kolkata-700115. By virtue of three separate registered General Power Of Attorney for Development out of which one was executed and registered by the Vendors No.2 to 6 hereof on 29.03.2017 bearing Power of Attorney No. 152401491 in Book No.I, Vol No.1524-2017, Pages from 40970 to 41001 at A.D.S.R.O., Sodepur, North 24-Parganas And the Second one was executed and registered by the Vendor No. 7 hereof on 09.02.2018 bearing Power of Attorney No. 152400721 in Book No.I, Vol No.1524-2018, Pages from 24922 to 24949 at A.D.S.R.O., Sodepur, North 24-Parganas And the Third one was executed and registered by the Vendor Nos. 8 to 11 hereof on 14.03.2018 bearing Power of Attorney No. 152401598 in Book No.I, Vol No.1524-2018, Pages from 52196 to 52234 at A.D.S.R.O., Sodepur, North 24-Parganas.

AND

M/s. RELIABLE CONSTRUCTION  
*Satya Mohan Sinha*

Partner

"M/S. RELIABLE CONSTRUCTION" a Registered Partnership Firm under Indian Partnership Act, 1932 (Act IX of 1932), bearing Registration No.- L79152/2014 having its registered office at: 7, B.T. Road, Swadeshimore, P.O. Panihati, P.S. Khardah, Dist. North 24 Parganas, Kolkata - 700114 having PAN - AALFR2292N hereby represented by its Partners :

1. **SRI SATYABRATA SINHA**, S/o. Late Shyam Mohan Sinha, by Nationality - Indian, by Religion - Hindu, by occupation - Business, residing at Building "DINANTA", 7, B.T. Road, Swadeshi More, P.O. Panihati, P.S. Khardah, Dist. North 24 Parganas, Kolkata - 700114,

2. **SRI UTTAM GOSWAMI**, S/o Late Gouranga Goswami, by Nationality - Indian, by Religion - Hindu, by occupation -Business, residing at Gouranga Nagar, P.O. Natagarh, P.S. Ghola, Dist. North 24 Parganas, Kolkata - 700113,

3. **SRI SUJAY DAS**, S/o. Late Shib Chandra Das, by Nationality - Indian, by Religion - Hindu, by occupation - Business, residing at 4 No. Deshbandhu

Nagar, P.O. Sodepur, P.S. Khardah, Dist. North 24 Parganas, Kolkata - 700110,

4. **SRI SHAMBHU NATH DAS**, S/o. Late Narayan Chandra Das, by Nationality - Indian, By Religion - Hindu, by Occupation - Business, residing at Sasadhar Tarafdar Road, P.O. Sukchar, P.S. Khardah, Dist. North 24 Parganas, Kolkata-700115, hereinafter called and referred to as the "**PROMOTER/DEVELOPER**" (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) of the **SECOND PART**

M/s. RELIABLE CONSTRUCTION  
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AND

Mr. / Ms. \_\_\_\_\_, (Aadhar no. \_\_\_\_\_) son / <sup>Partner</sup> daughter of \_\_\_\_\_, aged about \_\_\_\_\_, residing at \_\_\_\_\_, (PAN \_\_\_\_\_), hereinafter called the "**Allottee**" (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) of the **THIRD PART**.

The Vendors, Promoter/Developer and Allottee shall hereinafter collectively be referred to as the "**Parties**" and individually as a "**Party**".

**WHEREAS:**

A. The Promoter is the absolute and lawful owner of "Bastu" land lying and situated at Mouza-Sodepur, J.L. No. 8, E.P. No. 63,63A, 60, 61, S.P. No. 148 and 149 comprised in C.S. & R. S. Dag No. 290 within the local limit of the Panihati Municipality being Municipal Holding no,108, 4 No.,Desh Bandhu Nagar, Sodepur, in the District of North 24-Parganas, Kolkata 700114, totally admeasuring 624.675 square meters situated at ("**Said Land**") vide sale deed(s) dated \_\_\_\_\_ registered as documents no. \_\_\_\_\_ at the office of the Sub-Registrar;

And

\_\_\_\_\_ ("Owner") is the absolute and lawful owner of [khasra nos./ survey nos.] [Please insert land details as per local laws] \_\_\_\_\_ totally admeasuring \_\_\_\_\_ square meters situated at \_\_\_\_\_ in Tehsil & District \_\_\_\_\_ ("**Said Land**") vide sale deed(s) dated \_\_\_\_\_ registered as documents no. \_\_\_\_\_ at the office of the Sub-Registrar. The Owner and the Promoter have entered into a joint development agreement dated \_\_\_\_\_ registered as document no. \_\_\_\_\_ at the office of the Sub-Registrar;

B. The Said Land is earmarked for the purpose of building a residential project, comprising \_\_\_\_\_ multi-storeyed apartment buildings and the said project shall be known as 'DESBANDHU APARTMENT' ("**Project**");

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 Panihati Municipality has granted the commencement certificate to develop the Project vide approval dated 20 January, 2018, bearing no.380;

E. The Promoter has obtained the final layout plan approvals for the Project from the Panihati Municipality. 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;

F. The Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at \_\_\_\_\_ on \_\_\_\_\_ under registration no. \_\_\_\_\_;

G. The Allottee 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);

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

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

J. 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;

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/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 Allottee and the Allottee hereby agrees to purchase, the [Apartment/Plot] as specified in para G;

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

Block/Building/Tower No.	Rate of Apartment per Square Feet:
Apartment No.	M/s. RELIABLE CONSTRUCTION
Type.	Satya bhar Smit
Floor.	Partner
Total Price( In Rupees):	

AND

Garage/ Covered Parking	
Open Parking	
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 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 allottee to the promoter shall be increased/reduced based on such change / modification;

(iii) The Promoter shall periodically intimate to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment within 30 (thirty) days from the date of such written intimation. In addition, the Promoter shall provide to the Allottee 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 Allottee 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 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 Allottee, which shall only be applicable on subsequent payments.

1.4 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 payments of installments payable by the Allottee 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 Allottee 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 Allottee. Provided that the Promoter may make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act.

1.7 [Applicable in case of an apartment] The Promoter shall confirm the final carpet area that has been allotted to the Allottee 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 Allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand that from the Allottee 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 Allottee shall have the right to the [Apartment] as mentioned below:

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(i) The Allottee shall have exclusive ownership of the [Apartment];

Partner

(ii) The Allottee shall also have undivided proportionate share in the Common Areas. Since the share / interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. Further, the right of the Allottee 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 allottees 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 Allottee agrees that the [Apartment] along with \_\_\_\_\_ garage/closed/open parking shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the said Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottees of the Project.

1.10 It is understood by the Allottee 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 Allottees, which it has collected from the Allottees, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the project). If the Promoter fails to pay all or any of the outgoings collected by it from the Allottees or any liability, mortgage loan and interest thereon before transferring the apartment to the Allottees, 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 Allottee 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 Allottee 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 allottee 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 Allottee 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 Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules and Regulations made thereunder or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the 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 Allottee 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 Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee 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 Allottee 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 Allottee only.

## 4. ADJUSTMENT/APPROPRIATION OF PAYMENTS

The Allottee 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 Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

M/s. RELIABLE CONSTRUCTION

Satya Bhatia

## 5. TIME IS ESSENCE

Partner

1.13 Time is of essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the [Apartment] to the Allottee and the common areas to the association of the allottees after receiving the occupancy certificate\* or the completion certificate or both, as the case may be. Similarly, the Allottee 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 Allottee 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, floor plans 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.

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Satyam Singh

Partner

## 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 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 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 the entire amount received by the Promoter from the allotment within 45 days from that date. After refund of the money paid by the Allottee, Allottee 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 Allottee 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 Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter/association of allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within \_\_\_\_\_ days of receiving the occupancy certificate\* of the Project.

**7.3 Failure of Allottee to take Possession of [Apartment/Plot]:** Upon receiving a written intimation from the Promoter as per clause 7.2, the Allottee 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. In case the Allottee fails to take possession within the time provided in clause 7.2, such Allottee shall continue to be liable to pay maintenance charges as applicable.

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