AGREEMENT FOR SALE

This Agreement for sale ("Agreement") executed on this _____ (date) day of (Month), 20 ___,

By and Between

[If the promoter 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 represented by its authorized signatory _____(Aadhar no._____)authorized vide board resolution dated _____hereinafter referred to as the "Promoter" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor in – interest, and permitted assigns).

[OR]

[If the promoter is Partnership firm]

_____, 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 "Promoter" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partner or partner for the time being of the said firm, the survivor or survivors of them and their heirs, executors and administrators of the last surviving partner and his / her/ their assigns).

[OR]

[if the prompter is an individual]

Mr. / Ms. _____ , (Aadhar no. _____) son / daughter of _____ , aged about _____ , residing at _____ , (PAN _____) , hereinafter called the "Promoter" (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 assigns.)

AND

[If the allottee 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 "Allottee" (which expression shall unless repugnant to the context or meaning there be deemed to mean and include its successor – in – interest and permitted assingns).

[OR]

[If the Allottee 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 "Allot tee" (which expression shall unless repugnant to the context or meaning thereof be deemed t mean and include the partners or partner for the time being of the said firm, the survivor or survivors of them and their heirs, executors and administrators of the last surviving partner and his/ her / their assigns).

[OR]

[If the Allotttee is HUF]

Mr. _____, (Andhra 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 "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and the members or member for the time being of the said HUF, and their respective heirs, executors, administrators and permitted assigns)

[Please insert details of other allottee (s) , in case of more than on eallottee]

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

DEFINIATION:

For the purpose of this Agreement for Sale, unless the context otherwise requires,-

(a) "Act" means the Real Estate (regulation and Development) Act, 2016 (16 of 2016);
(b) "appropriate Government" means the State Government;
(c) "Rules" means the Bihar State Real estate (Regulation and Development) General Rules, 2017 made under the Real Estate (Regulation and Development) Act , 2017;
(d) "Regulations" meansthe Regulations made under the Real Estate (Regulation a Development) Act, 2017;
(e) "section" means a section of the Act.

WHEREAS:

A. The Promoter is the absolute and lawful lawful owner of [kasha nos. / survey nos.] [Pleased in serf land details as per local laws] _____totally admeasuring _____ square meter situate at _____ in Tehsil & District _____ ("said Land") wide sale deed (s) dated _____ registered as documents no. At to office of the Sub – Registrar;

[OR]

_____ ("Owner") is the absolute and lawful owner of [khasrea ns. / survey/ nos.]

[Please insert land details as per local laws] _____ totally admeasuring _____ square meters satiated at _____ in Tehisl& 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 [collaboration / development / joint development] agreement dated _____ registered as document no. At the office or the Sub.Registrant;

B. The Said Land is earmarked for the purpose of building a (commercial / residential / any other purpose] project, comprising _ multisoried apartment buildings ad [insert any other components of the Projects] and the said project shall be known as ' _____ ' ("Project"):

[OR]

The Said Land is earmarked for the purpose of plotted development of a [commercial / residential / any other purpose] project, comprising _____ plots and [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 thesame shall be used for those purpose only and no commercial / residential development shall be permitted unless it si a part fo the planed approved by the competent authority;

C. The Promoter is full competent to enter into this Agreement as all the legal formalities with respect to the right, title ad interestofthe 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 tocommencement certificate to develop the Project vide approval dated _____ bearing registration no. _____;

E. The Promoter has obtained to final layout plan, sanctioned plan, specifications and approvals for the Project and also for the apartment, plot or building, as the case may be, form _____[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 compliancewit section 14 of the Act an other laws applicable;

F. The Promoter has registered the Project under the provisions of the Act with the _____(Name of the State _____) Real Estate Regulatory Authority at _____ no. _____; on under registration

G. The Allottee had applied for an apartment in the Project vide application no. Dated _____and _____ had been allotted apartment no. _____ hair carpe 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 remissible under the applicable law and of pro rate 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 Scheduled A and the floor plan of the apartment is annexed hereto and marked as **Schedule B);**

[OR]

The Allottee 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 / covered parking admeasuring square feet (if applicable)] in the _____ [Please insert the location of the garage / covered parking], as permissible under the applicable law and of pro rate

share in the common areas **("common Areas")** as defined under clause (n) of section 2 of the Act (hereinafter referred to as the "Plot" not more particularly described in **Schedule A);**

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

I. _____[Please enter any additional disclosure / 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 ad assurances of each other to faithfully abide by all the terms, conditions and stipulations continued 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 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 Allotteeand the Allottee 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*
Total price (in rupees)	

*Provide break p of the amounts such as cost of apartment , cost of exclusive balcony or veranda areas, cost of exclusive open terrace areas, proportionatecoast of common areas, preferential location charges, taxes, maintenance charges as per Para 11 etc., if / as applicable.

[AND] [if / as applicable]

Garage/ covered parking - 1	Price for 1
Garage/	Price for 2
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 11 etc., if/ as applicable.

[AND] [if / as applicable]

Garage/ covered parking - 1	Price for 1
Garage / covered parking - 2	Price for 2
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 teas (consisting of tax paid or payable by the Promoter by way of value Added Tax, Service tax, ad Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter, by whatever name called)up to the date of 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 increase in the taxes after the expiry of the scheduled date of completion of the project as per registration with the Authority, which shall include the extensions f registration, if any, granted to the said project by the Authority, as per the act, the same shall not be charged form the allottee;

(iii.) The Promoter shall periodically intimate writing to the allottee, amount payable as stated in (i) above and the Allottee 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 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 charged taxed, cost of providing electric wiring, electrical connectivity to the apartment, lift, water line an plumbing finishing with paint, marbled, 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 ad specifications to be provided within the [Apartment / plot] and the Project.

1.3. The Total Price is escalation – free, save an except increases which the Allottee herby agrees today, de 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 aggress that while guising a demand on the Allottee for increase in devilment charged. Cost/ charges imposed by the competentauthorities the Promoter shall enclose the said notification / order/ rule/ regulation to threat effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments. Provided hat if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the project asper registration with the Authority, which shall include the extension of registration, if any, granted to the said project by theauthority, as per the Act, the same shall not be charged for the allottee.

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 instalments payable by the Allottee by discounting such early payments @ _ % per annum for the period by which the respective instalment has been proposed. The provision for allowing rebate and such rate of rebate shall not be subject to ay revision / withdrawal, once grated to an Allottee by the Promoter.

1.6. It is agreed that the Promoter shall not make any additions and alterations in thesanctioned plans, layout plans and specifications and the nature of fixtures, fittings andannuitiesdescribed herein at Schedules 'D' and Schedule 'E' (which shall be in conformity with the advertisement, prospectus etc., on the basis of which sale is effected)in respect of the apartment, plot or building, as the case may be, without the previous written consent of the Allottee 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 , or such minor changes or alterations as per the provisions of the Act.

1.7. [application in case of an apartment] The Promoter shall confirm to 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 reduction in the carpet area the the Promoter shall refund the excess money paid by Allottee within forty – five days with annual interest at the rate prescribed in the Rules, form the date when such an excess amount waspaid by the alottee. If there is any increase in the carpet area, of the apartment, allotted to Allottee, the Promoter may demand that form the allotteea per the next milestone of the rate per square feet as agreed in para 1.2 of this agreement.

1.8. Subject to para 9.3 the Promoter agrees ad acknowledges, the allottee shall have the right to the [Apartment / Plot] as entioned below:

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

(ii.) The allotteeshall also have undivided proportionate share in the Common Areas. Since the share/ interest ofAllottee in the common Ares is undivided and Conant 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. It is clarified that the promoter shall hand over the common areas to the association of allot tees after duly obtaining the completing 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 elective wiring, electrical connectivity to the apartment, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and fire fighting equipment in the common areas, maintenance charges as per para 11 etc. And includes cost for providing all other facilities, amenities and specifications 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 ad his apartment / plot, as the case may be.

It is made clear by the Promoter and the allottee agrees that the [Apartment / Plot] along with garage/ covered parking shall be treated as single indivisible unit for all purposes. It is agreed that the project is a independent, self- contained project towering 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.

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 outgoing (including land cost, ground rent, municipal or other local taxes, charges for water or electricity maintenance charges, including mortgage loan and interest on mortgages or other encumbrances ad 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 for the Allottees or any liability , mortgage loan ad interest thereon beforetransferring the apartment to the Allotteees, the Promoter agrees to be liable, even after thetransfer of the property, to pay such outgoings and penal charges, fi 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.

Provided that if the allottee 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 Prompter 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 [Schedule C] through A/c Payee cheque/ demand draft/ bankers cheque or online payment (as applicable) in favour of " payable at_ .

3. COMPLIANCE O FLAWS RELATING TO REMEITTANCES:

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 , 1934 and the Rules and Regulations made hereunder or any statutory amendment (S) modification (S) made thereof an all other applicable laws including that of remittance of payment acquisitions / sale / transfer of immovable properties in India etc. And provide the Promoter with such permission, approvals which would enable the Promoter to fulfil its obligations under this permission, approvals which would enable the Promoter to fulfil its obligations under this Agreement. Any refund, transfer of security, if Provided in terms of the agreement shall be made in accordance with the provisions of Foreign exchange Management act , 1999 or the statutory enactments or amendments thereof an the rules andregulations 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 may liable for any action under the Foreign exchange Management act, 1999 or other laws as applicable, as amended form 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 thisregard. Whener 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 t 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 therein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

4. **ADJUSTMENT/ APPROPRIATION OF APYMENTS:** The Allotteeaunties the Promoter to adjust/ appropriate al payments made by him/ her under any head (s) of dues against lawful outstanding of the allottee against the [Apartment / Plot] to the allotte and the common areas the association of allottees or the competent authority, as the case may be.
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 ad towards handing over the [Apartment/ Plot] to the allottee and the common areas to the association of allottees or the component authority, as the case may be.
6. **CONSTRUCTION OF THE PROJECT/ APARTMENT:** The allottee has seen the proposed layout plan, specifications, amenities an facilities of the [Apartment / Plot[and accepted the floor plan, payment plan and the specification , amenities and facilities [annexed along with this Agreement] which has been approved by competent authority, as represented by the Promoter. The Promoter shall develp the Project in accordance with the said layout plans, floor plans anspecifications, amenities a facilities, Subject to the arms in this Agreement, the Promoter undertakes to strictly abide by such plns approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR andenmity norms and provisions prescribed by the [please insert the relevant State laws] and shall not have an option to made any variation / alteration / modification in such plans, other than in the manner provided under the act, breach of this term by the Promoter shall constitute a material breach of Agreement.
7. **POSSESSION OF THE APARTMENT/ PLOT:**

7.1. Schedule for possession of the said [Apartment/ Plot] – The Promoter aggress 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 had over 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 tenurefoe 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 drew to the Force Majeure conditions the Allottee agrees that the Promoter shall be entitled to theextension of time for delivery of possession of the [Apartment/ Plot], provide that such Force Majeure conditions are not of a nature which make it impossible forthe 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 about such termination at least thirty days prior to such termination. After refund of the money paid by the Allottee, the Allottee agrees that he/ she shall not have any rights, claims etc. Against the promoter and that the Promoter shall be released and discharged for 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 term of this Agreement to be taken within two months from the date of issue of occupancy certificate. [Provided that, in the absence of local law, the conveyance deed in favour of the allotteeshall be carried out by the promoter within 3 months from the date of issue of occupancy certificate]. The Promoter agrees and undertakes to indemnify the Allottee i case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee , 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 the completion certificate for the project. The promoter shall hand over 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 written intimation for the Promoter as per Para 7.2, the Allottee shall take possession of the [Apartment/ Plot] from the Promoter by executing necessary indemnities, undertakings an 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 provide in para7.2 , such Allottee shall continue to be liable to pay maintencance charges as specified in para 7.2.

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 ofthe Promoter to hand over the necessary doucmets a plnd, including common areas, to the association of Allottees or the competent authority, as the case may be, as per the local laws. [Provided that, in the absencfo any local law, the promoter shall handover the necessary documents and plans, including common ares, to the association of allottees or the compentent authority, as the case may be, within thirty days after obtaining the completion certificate].

7.5. **Cancellation by Allottee** – The Allottee shall have the right ot cancel/ waihdraw his allotment in the Project as provided in the Act:

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

7.6. **Compensation** – The Promoter shall compensatethe Allottee in case of any loss caused to him to due to defective title of the land, o which the project is being developed or has been developed, in the manner as provided under the Act and the claim for interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force.

Except for occurrence of a Force Jammer event, if the promoter fails to complete or its unable to give possession of the [Apartment / plot] (i) in accordance with the terms of this Agreement duly completed by the date specified in para 7.1; or (ii) due to discontinuance of 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 allottees, in case the allotteewishes to withdrawform 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 prescribed in the

Rules including compensation in the manner as provided under the act within forty – five days of it becoming due. Provided that where if the Allottee does not intend to withdraw form the Project, the Promoter shall pay the allottee interest at the rate prescribed in the Rules 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 allotteee within forty-five days of it becoming due.

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

The Promoter hereby represents and warrants to the Allottee 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 or the Project;

(ii.) The Promoter has lawful right and requisite approvals from the competentAuthoritiesto carry out development of the Project;

(iii.) There are no encumbrances upon the said Land or Project;

[in case there are any encumbrances on the land provide details of such encumbrances in clouding any rights, title, interest and name of party on 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 competentauthority with respect to the Project, said Land and [Apartment/ Plot] are valid and subsisting an 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 created therein, 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 Allottee under this Agreement;

(viii.) The Promoter confirms that the Promoter is not restricted in any manner whatsoever form selling the said [Apartment/ Plot] to the allottee in the manner , contemplated in this Agreement;

(ix.) At the time of execution of the conveyance deed to Promoter shall handover lawful, vacant, peaceful, physical 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;

(x.) The Schedule Property is not the subject matter of any HUF and that no part thereof is owned by an minor and / or no minor ahs 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 thecompetent authorities till the completion certificate has been issued and possession of

apartment, plot or building as the case may be, along with commonareas (equipped with all the specifications, amenities and facilities) has been handed over to theallotte 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 finance, order, notification (including any notice for acquisition or requisition o the said property)has been received by or served upon the Promoter in respect of the said Land and/ or the Project.

9. EVENTS O FDEFAULTS 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 Allottee within the time period specified in para 7.1 or fails to complete the project within the stipulated time disclosed at the time fo 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 between parites and for the competent authority;

(ii.) Discontinuance of the Promoter under the conditions listed above, allottee is entitled to the following:

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

(i.) Stop making furtherpayments to promoter as demanded by the Promoter. If the Allottee stops making payments, the Promoter shall correct the situation by completing the constriction milestones an only thereafter the Allottee be required to make the next payment without any interest; or

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

Provided that where an Allottee does not intend to withdraw from the project or terminate the Agreement, the shall be paid, by the promoter, interest at the rate prescribed in the Rules, for every month of delay till the handing over of the possession of the [Apartment/ Plot] , which shall be paid by the promoter to promote to the allottee within forty-five days of it becoming due.

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

(i.) In case the allottee 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 allottee shall be liable to pay interest to the promoter on the unpaid amount at the rate prescribed in the Rules;

(ii.) In case of Default by allottee under the condition listed abovecontinues for a period beyond _____ consecutive months after notice for the Promoter in this regard, the Promoter may cancel the allotment of the [Apartment / Plot] in favour of the Allottee and refund the money paid to him by the allottee by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated Provided that the Promoter shall intimate the allottee about such termination at least thirty days prior to such termination.

10. CONVEYANE OF THE SAID APARTMENT : The Promoter , on receipt of Total Price of the [Apartment/ plot] as per Para 1.2 under the agreement from the Allottee, shall execute a conveyance deed and convey the title of [Apartment/ Plot] together with proportionate indivisible share in the Common Areas within 3 months from the date of issuance of the occupancy certificate* and the completion certificate, as the case may be, to the allottee. [Provide that, in the absence fo local law, the conveyance deed in favour of the allottee shall be carried out by the promoter within 3 months from duty and/ or registration charges within the period mentioned in the notice, theAllottee authorizes the Promoter to withhold registration of the conveyance deed in his / her favour till payment of stamp duty and registration charges to the Promoter is made by the Allottee.
11. AMINTENANCE OF THE SAID BUILDING / APARTMENT / PROJECT: The Promoter shall be responsibletoprovided and maintain essential services in the Project till the taking over of the maintenance of the project by the association of allotteesupon the issuance of the completion certificate of project. The cost of such maintenance has been included in the Total Price of the [Apartment/ Plot].
12. DEFECT LIABILITY: It is agreed that in case any structural defect or any other defect in workmanship, quality or provisions 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 allottee from the date of handing over possession, it shall be the duty of the Promoter's failure to rectify such defects within such time, the aggrieved allotteesshall be entitled otrelieve appropriate compensation in the manner as provided under the Act.
13. RIGHT TO ENTER THE APARTMENT FOR REPAIRS: The Promoter/ maintenances agency/ association of allottees shall have rights of unrestricted access of all Common Areas, Allottee agrees to permit the association of allottees and / or maintenance agency to enter into the circumstances warrant otherwise, with a view to set right any defect.
14. USAGE : Use of Basement and Service Area: The basement (s) and service areas, if any, as located within the _____ (project name), shall be earmarked or purposes such a parking spaces and servesincluding but not limited but not limited toeclecticsub-station, trans former, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, fire fighting pumps and equipment's etc. As may be permitted uses as per sanctioned plans. The Allottee shall not be earmarked as parking places, and jeopardized.

the same shall be reserved for use by the association of allottees formed by the Allottees for rendering maintenance service.

15. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT:

15.1. SUBJECT TO PARA 12 above, the above, the allottee shall, after taking possession, be solely responsible to maintain the [Apartment / Plot] at his/ her own cost, in good repair and condition ands shall not do or suffer to be done anything in or to the Building, or the [Apartment/ Plot] , or the staircase, lifts, common passage, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or altar or make additions to the [Apartment/ Plot] and keep the [Apartment / plot], its walls a partitions sewers, drawings, pipe and appurtenances thereto or belonging thereto, i good and tenantable repair and mainland 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.

15.2. The allottee further undertakes, assures ad guarantees that he/ she would not put any sign- board/ name-plate, neon light, publicity material or advertisement material etc. On the face/ faced of the Building or anywhere or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottees shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out nay change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the [Apartment/ Plot] or palace any heavy material in the common passages or staircase of the Building . The Allottee shall also not remove any wall, including the outer and load bearing wall of the [Apartment/ Plot].

15.3. The Allottee shall pay and distribute its electrical load in conformist with the electrical systems installed by the Promoter and thereafter the association of allottees and/ or maintenance agency appointed by association of allottees. The Allottee shall be responsible for any loss or damages arising to or 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. AAITIONAL CONSTRUCTIONS: The Promoter undertakes that it has right to make additions or to put up additional structure(s) anywhere in the Project after the building planed, layout plan, sanction planed and specifications, amenities and facilities has been approved by the competent authority (ies) and disclosed, except for as provided in the Act.

18. PROMOTER SHALL NOT MORTGAGE OR CAEATE 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 Allottee who has taken or agreed to take such [Apartment/ Plot/ Building[.

19. APARTMENT OWNERSHIP ACT (OF THE RELEVANT STATE) : The Promoter has assured the Allottees 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 _____.

20. BINDING EFFECT : Forwarding this agreement to the allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this agreement with all the schedules along with the payments due as stipulated in the Payment plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub-Registrar _____ (specify the address of the Sub-Registrar) as and when intimated by the Promoter. If the allottee (s) fails to execute an deliver to the Promoter this Agreement within 30 (thirty) days from the date of receipt by the Allotted 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 Allottee for ratifying the default, which if not ratified within 30 (thirty) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and sum deposited by the Allottee with it any interest or compensation whatsoever.

21. 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.

22. RIGHT TO AMEND: This Agreement may only be amended though written consent of the Parties.
23. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE/ SUBSEQUET ALLOTTEES : It is clearly understood and so agreed by an between the Partite hereto that all the provisions continued herein and the obligations arising hereunder in respect of the [Apartment/ Plot]and the Project shall equally be applicable to and enforceable against and by any subsequent Allottees of the [Apartment/ plot], in case of a transfer, as the said obligations along with the [Apartment/ Plot] for all intents and purpose.
24. WAIVER NOT A LIMITATION TO ENFORCE:
    24.1. The Promoter , at its sole option and discretion , without prejudice to its right s as set out in this Agreement, waive the breach by the Allottee in not making payments as per the Payment plan [Annexure C] including providing 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 one Allottee shall not be construed to be a precedent and / or binding on the Promote to exercise such discretion in the case of other Allottees.
    24.2. Failure on the part of the Parties to end force at any time or for any period of time the provisions hereof shall not be construed to be a wave of any provisions or of the right thereafter to endorse each and every provision.
25. SEVERABILITY : If any provisions of this Agreement shall be demined to be void or unenforceable under the Act or the Rules and Regulations made there under or under other applicable laws, such provisions of this Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purposes of this Agreement and to the extent necessary to conform to act or the Rules and Regulations made there under or the applicable law, as the case be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at 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 has to make any payment, in common with other Allottee(s) in Project, the same shall be the proportion which the carpet area of the [Apartment/ Plot] bears to the total carpet area of all the [Apartment / Plot] in the Project.
27. FURTHER ASSURANCES : Both Parties agree that they shall execute, acknowledge an deliver to the other such other instruments and additions to the instruments and actions specifically provided for therein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or the confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.
28. 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 Allottee, in _____after the agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar a _____(specify the address of the Sub-Registrar). Hence this agreement shall be deemed to have been executed at.
29. NOTICES : That all 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 A.D and notified Email ID/ addresses specified below:

_____ Name of Allottee

_____(Allottee Address)

M/s _____Promoter name

_____(Promoter name)

Please affix photograph and sign across the photograph

It shall be the duty of the Allottee 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 Allottee, as the case may be.

30. JOUNT ALLOTTEES : That in case there are Jointallottees 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 to consider as properly served on all the Allottees.
31. SACINGS : Any application letter, allotment letter, agreement, or any other document signed by the allottee, in respect of the 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 or the rules or the regulations made there under.
32. GOVERNING LAW: That the rights and obligations of the parties under or siring out of this Agreement shall be construed and enforced in accordance with the Act and the rules and Regulations made there under including other applicable 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 thorough 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 the Rules and Regulations made there under.]

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:

Allottee : (including joint buyers)

(1) Signature _____

Name _____

Address _____

(2)Signature _____

Name _____

Address _____

Please affix photograph and sign across the photograph

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Promoter :

(1) Signature (Authorised Signatory) _____

Name _____

Address _____

At _____ on _____ in the presence of:

WITNESSES :

1. Signature _____

Name _____

Address _____

2. Signature _____

Name _____

Address _____

Please affix photograph and sign across the photograph

SCHEDULE 'A' - PLEASE INSERT DESCRIIPTION OF THE [APARTMENT / PLOT] AND THE GARAGE/ COVE

RED PARKING (IF APPLICABLE) ALONG WITH BOUNDARIES IN ALL FOUR DIRECTIONS

SCHEDULE ' B' - FLOOR PLAN OF THE APARTMENT

SCHEDULE 'C'- PAYMENTPLAN

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 Sale shall be as agreed to between the Parties]