

ANNEXURE 'A'
[See rule 9]
AGREEMENT FOR SALE

This Agreement for Sale (“**Agreement**”) executed on this ___ (Date) day of _____ (Month), 20____,

Between

_____, (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 _____ and its corporate office at _____ (PAN - _____), 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 assieses).

[OR]

[If the promoter is a 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 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 assignees).

AND

Mr. / Ms. _____, (Aadhar no. _____) son / 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).

The Promoter 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 [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;
- B. The Said Land is earmarked for the purpose of building a [commercial/residential/*any other purpose*] project, comprising _____ multistoried apartment buildings and [*insert any other*

components of the Projects] and the said project shall be known as ‘ _____ ’ (“**Project**”);

- 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* approval dated _____ bearing registration no. _____;
- E. The Promoter has obtained the final layout plan, sanctioned plan, specifications 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;
- F. The Promoter has registered the Project under the provisions of the Act with the _____ (Chhattisgarh) 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 (as defined under the RERA Act) of _____ square feet, (**Area Under Possession for the purpose of Registry is -----**) type _____, on _____ floor in [tower/block/building] no. _____ (“**Building**”) along with **One designated car parking, for which parking number and location will be allotted by the Developers/Society after getting compilation certificate** 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. 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;
- J. 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;
- K. 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, inconsideration 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.

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.	Rate of Apartment per square feet*
Type _____	-----
Floor _____	-----
Total Price of apartment (A)	

Breakup of the Total Price of Rs. _____/- is as follows ;-

- (a) Cost Of Apartment : Rs. _____/-
- (b) Cost of Exclusive Balcony : NIL
- (c) Cost of Exclusive Open Terrace Areas : NIL
- (d) Proportionate Cost Of Common Area : NIL
- (e) Preferential Location Charges (If Applicable) : Rs. _____/-
- (f) GST/Taxes (As Applicable) : Rs. _____/-
- (g) Maintenance Charges as per Para 11 : Rs. _____/-
- (h) Society Formation Charges : Rs. _____/-
- (i) Electricity Connection & Meter Charges : Rs. _____/-
- (j) Club House Charges : Rs. _____/-
- (k) Sinking Fund : Rs. _____/-
- (l) (Any Other Charges If Applicable) : Rs. _____/-

Provided that the amounts mentioned under the heads, Taxes, Maintenance Charges, Any Extra Charge for Amenities/Facilities such as Club House etc., Society Formation Charges, Service Charges such as Electricity Connection & meter Charges etc., Sinking Fund and other heads of like nature, shall not be taken into account, while determining the Market Value of the said Apartment for the purpose of calculation of the Stamp Duty, Registration Charges and any other incidental expenses, for the execution and registration of this Agreement to Sale or the Conveyance/Sale Deed to be executed in future, with respect to the said Apartment.

[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.
- (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, 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 change / modification in the taxes, the subsequent amount payable by the allottee 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 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;

Provided further that the stamp duty, registration and other taxes which are payable by the allottee on purchase of the said apartment/flat need to be separately paid and are not included in the above total price.

- (iii) The Promoter shall periodically intimate in writing/sms/ Email to the Allottee, the 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 if demand 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 grand total Price as per para 1.2 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 11 etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the [Apartment/Plot] and the Project.
 Provided that the Allottees who choose to avail Special Amenity/Facility such as Club House/Gym/Swimming Pool/Amphitheatre/Any Other Special Amenity or Facility, as detailed in **Schedule F** annexed herewith shall be liable to pay such monthly/periodical/occasional/additional charges, as may be determined by the

mutual consent of such Allottees and the Promoter/Agency/Association of Allottees, as the case may be. . The Promoter shall run, manage and operate such Special Common Amenity/Facility, either on its own or through any Independent Agency or by handing it over the same to the Association of Allottees after obtaining Completion Certificate.

- 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 /taxes 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/taxes , 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. 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. If allottee fails to pay any instalment or make delay payment of any instalment as agreed through this agreement and construction of his flat delayed accordingly in that case any increase in tax, rates of material/labour or any other penalty caused to promoter due to default of the allottee will have to be borne by the allottee. Further allottee has to bear interest on delay payment as per the provisions of the RERA Act & Rules.
- 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 herein at Schedule ‘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.
Provided that the entire cost/additional cost incurred in executing the aforesaid changes, additions, alterations, modifications etc., as desired by the Allottee, shall be borne exclusively by the Allottee, apart from and in addition to the Total Sale Price of Rs. _____/- as mentioned hereinabove and shall be recoverable from the Allottee, along with the next milestone of the Payment Plan, as mentioned and detailed in **Schedule C**.

Provided further that if the Allottee desires that any material/fixture/fitting/item/accessory/finishing material etc., to be used/fixed/provided in the Apartment, shall be of any different, specific or better quality or of any particular brand/company/manufacturer or of any superior standard or grade/superior quality/superior cost or of any particular specification/nature, than what has been mentioned and detailed in **Schedule D** annexed herewith, then the Allottee shall have to bear all the additional/extra difference in price/cost incurred in procuring, providing and fixing such material/fixture/accessory/amenity/facility/item/finishing material etc. of whatsoever, which

shall be payable within 30 days of the demand raised by the Promoter in this regard or at the choice of the Promoter along with the last milestone of the Payment Plan, as mentioned and detailed in **Schedule C**.

- 1.7 [Applicable 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 calculation carpet area as defined under the RERA Act, in respect of the said flat may undergo minor variation at the time of completion of the construction of the said flat. The promoter agrees that the variation in the RERA carpet area while handing over the said flat to the purchaser shall not be more than +/- 3% (Three percent) of the carpet area of the said flat agreed under this Agreement. The purchaser hereby agrees that any such change/revision in the RERA carpet area of the said flat up to +/- 3%, is acceptable and binding upon him/her. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If the carpet area is reduced by more than 3%, then the Promoter shall refund the excess money paid by Allottee, with respect to any area which is found to be reduced beyond the aforesaid reasonable limit of 3%, 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 more than three percent of the carpet area of the apartment, allotted to Allottee, then the Promoter may demand the cost of such enhanced carpet area above the reasonable limit of 3%, 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 agrees and acknowledges, the Allottee shall have the right to the [Apartment/Plot] as mentioned below:
- (i) The Allottee shall have exclusive ownership of the [Apartment/Plot];
 - (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. It is clarified that the promoter shall hand over the common areas to the association of allottees after duly obtaining the completion certificate from the competent authority as provided in the Act. Any charge, duty or expenses in connection of transfer of common area to association of allottees shall be paid by association of allottees or by the allottee at the rate of to the proportionate share of the common area.
 - (iii) 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 the Promoter and 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 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 or if allowed by the component authority. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottees of the Project.

Provided that it is agreed by the allottee, that as per the provisions of the RERA Act & Rules, the promoter is entitled to execute the project into various phases or the any new project on the lands contiguous with the land of the instant project and for the development of such further phase or new project on the contiguous land/s, the common facilities like coordination & connecting roads, drainage/water/sewage/electrical lines etc. shall have to be interconnected, as per the provisions of the local Laws. In such a case, the purchaser hereby grants his/her/its/their irrevocable consent for such interconnected development works of the contiguous land/s..

Provided that where any Project has been declared by the Promoter to be developed in different Phases, then even though as per the provisions of Explanation attached to Section 3 of the Act the Promoter might have obtained registration of each such Phase separately, yet, all such services/amenities/facilities, which are declared by the Promoter to be used in common for all the Phases and by all the Allottees in all the Phases and all the essential services and facilities which are to be used in connectivity for all the Phases of the Project such as internal roads, connecting roads, sewage and drainage lines, water pipe lines, electrical line etc; shall always be deemed to be available for all the Phases of the project in common, without any hindrance, obstruction or obstacle from the occupants of any of the Phase of the Project.

Provided further, that any such common amenity/facility/service in the Project, which is specifically declared by the Promoter to be available for all the Phases of the Project in common, shall be made available for use and enjoyment for all the Phases of the Project, only upon the completion of such Phase of the Project, with which the Promoter has specifically declared that such particular common amenity/facility/service be developed, completed and made available for use and enjoyment in common for all the Phases of the Project. The Allottee shall not be entitled to demand any such common amenity/facility/service, any time prior to the completion of such Phase of the Project, along with which the development, completion, use and enjoyment of such amenity/facility/service is declared to be provided by the Promoter.

Provided further that in accordance of the prevailing Laws, neither any Allottee nor the Association of Allottees, shall be entitled to claim any exclusive or private right, on any part of the Co-ordination roads or other connecting services, which are to be used in common and in coordination with the Projects/Colonies existing or to be developed adjoining to the Project and no obstruction, hindrance or obstacles shall be created in such connecting services.

1.10 The Promoter agrees to pay all outgoing 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 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 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 outgoing and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person.

1.11 The Allottee has paid a sum of Rs. _____ (Rupees _____ only) as booking amount being part payment towards the Total Price of the [Apartment/Plot], 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 [**Schedule C**] 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 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 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 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, 1934 and the 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 the 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 may 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 regard to matters specified in para 3.1 above. 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 of the allottee against the [Apartment/Plot], if any, in his/her name and the Allottee undertakes not 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:

6.1 The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the [Apartment/Plot] and accepted the floor plan, payment plan and the specifications, 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 _____ [C.G. 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 or if permitted by the component authority.

6.2 If the Promoter obtains any Additional FAR under the existing local laws, or if any Additional FAR is granted to the Promoter against any Acquisition or Transferable FAR or any New Provisions in Law or for reasons whatsoever, then the promoter shall be absolutely entitled to utilize such additional FAR on the said land or part thereof by way of construction of new building or extension of any of the building /phase on the said land . The purchaser has hereby given his/her irrevocable consent for the same and shall not object to the utilization of the additional FAR.The promoter shall be entitled to revise the plan, get the same sanctioned from the local/competent authority and construct and sale the additional flats as permitted by the authority .

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] 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 hand 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 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”) or any notice,order, rules, notification of the government/public authority, Any stay order/injection order or direction by any court of law, tribunal,component authority, or any othercircumstance that are beyond the control of the promoter and that may be deemed reasonable by the authority If, however, the completion of the Project is delayed due to the above mention 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. 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 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/Completion 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 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 allottee shall be carried out by the promoter within 3 months from the date of issue of occupancy certificate/completion certificate]. 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, 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 period for which maintenance charge is paid by him as per para 1.2 above. The promoter shall hand over the occupancy certificate /completion certificate of the apartment/plot, as the case may be, to the allottee at the time of possession of the same.

7.3 **Failure of Allottee to take Possession of [Apartment/Plot]** - Upon receiving a written intimation from the Promoter as per para 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 para 7.2, such Allottee shall continue to be liable to pay maintenance charges as specified in para 7.2.

7.4 **Possession by the Allottee** -After obtaining the occupancy certificate/ Completion 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 Allottees or the competent authority, as the case may be, as per the local laws. [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 shall have the right to cancel/withdraw his allotment in the Project as provided in the Act:

Provided that where the allottee proposes to cancel/withdraw from the project without any fault of the promoter, the promoter herein is entitled to forfeit the booking amount paid. The balance amount of 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 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 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 Majeure event, if the promoter fails to complete or is unable to give possession of the [Apartment/Plot] (i) in accordance with the terms of this Agreement, duly completed by the date specified 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 Allottee

wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the [Apartment/Plot], with interest at the rate 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 from 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 allottee within forty-five days of it becoming due.

- 7.7 Finishing Work – It has been clearly understood by the Allottee, that the Occupancy Certificate/Completion Certificate, as the case may be, are issued by the concerned authorities, when the entire civil construction work of the apartment is complete and the apartment is in a habitable state, however, to prevent any loss or damage, the internal fittings, furnishings and finishing work is done after obtaining completion certificate/occupancy certificate as the case may be. Further the internal fittings, furnishings and finishing work may also depend upon the choice of the Allottee. Therefore to ensure that there is no loss or damage to the internal fittings, furnishings and finishing work and the same may be carried on as per the choice of the Allottee, internal works such as fitting of switch boards, doors, sanitary fittings, plumber fittings like water taps/showers etc., final colour coat on the internal walls, floor tiles or any other internal work of like nature, shall be completed after obtaining occupancy certificate/completion certificate and before handing over the possession of the apartment to the Allottee.

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 for the Project;
- (ii) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- (iii) There are no encumbrances upon the said Land or the Project;

[in case there are any encumbrances on the land provide details of such encumbrances including any rights, title, interest and name of party in or over such land]
- (iv) There are no litigations pending before any Court of law 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 created herein, may prejudicially be affected;
- (vii) The Promoter has not entered into any agreement for sale and/or development

agreement or any other agreement / arrangement with any person or party with respect to the said Land, including the Project and the said [Apartment/Plot] which will, in any manner, affect the rights of Allottee 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 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 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 any minor and/or no minor has any right, title and claim over the Scheduled Property;
- (xi) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities till the completion certificate has been issued and possession of apartment, plot or building, as the case may be, 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 ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoter in respect of the said Land and/or the Project.

9. EVENTS OF DEFAULTS AND CONSEQUENCES:

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

- (i) Promoter fails to provide ready to move in possession of the [Apartment/Plot] to the Allottee within the time period specified in para 7.1 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 provision of 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) Discontinuance of the Promoter's business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made thereunder.

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

- (i) Stop making further payments to Promoter as demanded by the Promoter. If the Allottee stops making payments, the Promoter shall correct the situation by

completing the construction milestones and 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, he 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 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 2 consecutive demands made by the Promoter as per the Payment Plan (Schedule 'C') 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 above continues for a period beyond 1 consecutive months after notice from 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. CONVEYANCE 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 in compliance with provisions of Sec 11(4)(f) and Sec 17 of the Act, execute a conveyance deed and convey the title of the [Apartment/Plot] to the Allottee, together with proportionate indivisible share in the Common Areas to the Association of Allottees, within 3 months from the date of issuance of the occupancy certificate* and/or the completion certificate, as the case may be, to the allottee. [Provided that, in the absence of local law, the conveyance deed in favour of the allottee shall be carried out by the promoter within 3 months from the date of issue of occupancy certificate]. However, in case the Allottee fails to deposit the stamp duty and/or registration charges within the period mentioned in the notice, the Allottee authorizes the Promoter to withhold registration of the deed in his/her favour till payment of stamp duty and registration charges to the Promoter is made by the Allottee.

Provided further that the Promoter may instead of executing separate transfer deeds of proportionate common area, along with each individual apartment/plot, may transfer the entire proportionate common area with respect to all the apartments/plots in the project, to the Association of Allottees, by executing a single Deed, in accordance with the provisions of the CG Prakostha Swamitva Adhinyam 2000, within three months of obtaining the

Completion/Occupancy Certificate, as the case may be. It is hereby made clear, that in either case the entire cost of the transfer deed to be executed with respect to the proportionate common areas, shall be borne exclusively by each of the Allottee or the Association of Allottees, as the case may be.

Provided further that since the entire proportionate common area is being transferred to the Association of the Allottees by operation and in compliance of the provisions of the Act, without any consideration to be paid to the Promoter, therefore the transfer of the proportionate common area to the Association of Allottees, shall always be deemed to be without payment of any consideration to the Promoter so as not to add any amount to the Capital Gain or consequent Income Tax to the account of the Promoter and it shall always be deemed to be a transfer by operation of law.

In case the promoter forms the said society /association of allottee as agreed herein before sale or disposal of some of the flats in the said building. In that case the promoter shall have the privilege and right to sell, dispose of such unsold flats to any person as per the discretion at any time in future without any objection of whatsoever nature on the part of purchaser/association of allottee. The flats in respect of which concerned agreements to sell are cancelled or terminated as envisaged under this agreement shall also be treated as unsold flats for the purpose of this clause .

Un-allotted car parking space if any shall continue to remain the property of the promoter and shall remain in the possession of the promoter till the promoter sell/allot the car parking to any allottee. Without any objection of whatsoever nature on the part of purchaser/association of allottee

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

The promoter shall be responsible to provide and maintain essential services in the project /phase till the taking over of the maintenance of the project/phase by the association of allottee upon the issuance of the completion certificate of the project/phase. The cost of maintenance for --- year from the date of possession has been included in the total price of the apartment. If for any reason formation of association of allottee is delayed (notification no----) the promoter will charge cost of maintenance from the allottee after expiring of ----year from the date of possession at the rate decided by the promoter there in and the allottee agrees to pay the same.

12. DEFECT LIABILITY:

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the agreement for sale relating to such development is brought to the notice of the Promoter within a period of 5 (five) years by the Allottee from the date of handing over possession or receipt of the completion certificate whichever is earlier, it shall be the duty of the Promoter to rectify such defects without further charge, within 30 (thirty) days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottees shall be entitled to receive appropriate compensation in the manner as provided under the Act. In terms of the provisions of the RERA Act & Rules, the word defect hereinabove stated shall mean only the structural defects caused on account of workmanship, quality or provision of service and shall not mean defects caused by normal wear and tear, negligent use of the said flat, Abnormal fluctuations

in the temperatures, abnormal heavy rains etc. Any external leakage or external defects to the new building being detected within the above mentioned period of 5 years, the same shall be rectified by the Developer, however any internal repairs inside the flat, not attributable to the Promoter, shall be carried out by the purchaser at his /her own cost. It is clarified that the liability of the promoter shall not be extended to any such defect if same have been caused by reason of the default and /or negligence of the purchaser or any other purchaser in the building including the family members, servants, occupants, against the guidelines, precautions, warranties, warning on the products provided by the promoters/utility providers for the said flat/building/block. For any Branded products/material the warranty will be applied as per the warranty as provided by the concerned branded products and such liability will be cast upon owner company of such branded products/services.

13. RIGHT TO ENTER THE APARTMENT FOR REPAIRS:

The Promoter / maintenance agency /association of allottees shall have rights of unrestricted access of all Common Areas, garages/covered parking and parking spaces for providing necessary maintenance services and the Allottee agrees to permit the association of allottees and/or maintenance agency to enter into the [Apartment/Plot] or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

14. USAGE:

Use of Basement, Common and Service Areas: The basement(s), common areas and service areas, if any, as located within the _____ (*project name*), shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, fire fighting pumps and equipment's, gardens, play grounds, green belt (if any), play area, walk/jogging tracks etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the service areas and the common areas in any manner whatsoever, other than those earmarked as parking spaces, parks, gardens, play grounds walking and jogging tracks and the same shall be reserved for use by the association of allottees formed by the Allottees for rendering maintenance services.

15. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT:

- 15.1 Subject to para 12 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 and shall not do or suffer to be done anything in or to the Building, or the [Apartment/Plot], or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the [Apartment/Plot] and keep the [Apartment/Plot], its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.
- 15.2 The Allottee further undertakes, assures and guarantees that he/she would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face / facade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas and the Allottee shall not change, alter or damage the external facade of the Apartment in any manner whatsoever, in order to maintain uniformity amongst all the

Apartments developed and constructed in the Project. 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 any change in the exterior elevation or design or put any window grill etc . The allottee will take prior permission from promoter for installation of outdoor units of airconditions. Further the Allottee shall not store any hazardous or combustible goods in the [Apartment/Plot] or place any heavy material in the common passages or staircase of the Building. The Allottee shall also not remove any wall, including the outer and load bearing wall of the [Apartment/Plot].

- 15.3 The Allottee shall plan and distribute its electrical load in conformity 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 out of breach of any of the aforesaid conditions.
- 15.4 The allottee shall have to follow the rules made by the association of the allottee for use of common area , electricity fittings, water service etc.**
- 15.5 The entire stamp duty, registration charges and mutation charges, as may be payable on this Agreement to Sale and Conveyance Deed of the Apartment, as also any other or further document that may be executed between the Parties with respect to the Apartment, shall be borne exclusively by the Allottee.
- 15.6 The Allottee agrees that the even after handing him over of the possession of the Apartment, the maintenance, repair, interior fittings and furnishing of other apartments in the Project and in the common areas, as also the development and construction work in the remaining Phases of the Project may go on. The Allottee agrees not to cause any hindrance, obstruction, obstacles to any such work being carried on by the Promoter or any other Allottee.
- 15.7 That the Allottee hereby agrees that the Promoter shall be free to transfer the convenient shopping areas and the Plots reserved for School (if any) for establishing and operating school, in favour of any person/organisation of as per its own choice.
- 15.8 That the Allottee agrees that the Promoter shall have the exclusive right to occupy and use the site office developed by it, till the development and construction work of all the Phases is complete in every sense.
- 15.9 That as mentioned above, the Total Sale Price is inclusive of the charges for electrical connectivity to the Apartment. However the Allottee shall have to bear the charges for Electrical Meter Connection for his/her individual Apartment and deposit the same with the concerned Electricity Provider Company/CSEB, as the case may be. Further it is hereby made clear that the electrical connectivity provide to the Apartment is with respect to a reasonable electrical load of ___KW. If the Allottee requires any further enhanced Electrical Load, then the Allottee shall have to bear and incur the costs and expenses for the same.
- 15.10 That the Promoter shall have the first lien and charge on the said Apartment, un-till all its dues and other sums and payments as detailed in the Payment Plan are completely paid and discharged, by the Allottee to the Promoter

- 15.11** That Septic Tanks & Sewage Treatment Plant (STP) will be provided for the joint use and maintenance of the buildings in the Project. The STP shall be established with the development of the First Phase of the Project and shall cater the services for all the Phases of the Project. Parks, gardens and play grounds shall be provided in the common open area of the Project. The maintenance of the said septic tank, parks, gardens play grounds, STP & other common area facilities, as well as all the equipments, machinery, furniture, fittings etc. installed therein shall be done out of the maintenance charges. Maintenance Charges shall be revised time to time, by the Association of Allottees, when the said Association takes over the maintenance work after the obtaining the Completion Certificate/ Completion Certificate of the common maintenance fund. The water generated from the STP shall be utilized for the gardening facilities in the Project.
- 15.12** That the Allottee shall after obtaining possession, use the aforesaid Apartment only for the residential purposes and will not give it on rent or lease or sublet the same for any commercial activity or for any illegal and unlawful purposes.
- 15.13** That Separate motor pumps will be installed in the project for filling up of the Sump Tanks and for supplying the water to the individual Apartments. These pumps will supply fresh drinking water as well as water for other use. The water shall be stored in underground water tanks and from there shall be supplied to the individual apartments and to their respective over head water tanks or common water tanks installed on the roof top of the Building/Block, as the case may be. No resident shall be allowed to connect pumps directly to the main supply line/sump well of the Project. No resident shall be allowed to increase the water storage capacity of individual over head tanks. The expenses for the operation of water supply system and supply of water to individual Apartments shall be borne out of the Maintenance Charges, which may be revised by the Association of Allottees, from time to time.
- 15.14** The First Party shall provide either Common Over Head Tanks or individual Over Head Water Tanks, as the case may be, of the specified capacity, in each of the Building either. No resident/purchaser shall be allowed to increase the water storage capacity of individual over head tanks or to use additional over head water tanks. Violation of the terms of this clause may lead to the disconnection of water supply, till the position is restored to the use of over head water tanks as specified. Lifting of water from the individual sump tank to the over head water tanks shall be the responsibility of the individual purchaser/resident, as stated above.
- 15.15** That if the water is procured from bore wells, then the Allottee has clearly understood that since the bore-wells being provided by the Promoter are natural resources and if afterwards due to any reason whatsoever, the water level goes down and the discharge capacity decreases, the Association of Allottees, will manage their water requirements from other alternative sources/resources or new bore wells at their own cost. Promoter will not be responsible for this, in the future.

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 has no right to make additions or to put up additional structure(s) anywhere in the Project after the building plan, layout plan, sanction plan and specifications, amenities and facilities has been approved by the competent authority(ies) and disclosed, except for as provided in the Act. However the Promoter shall, with the written consent of the Allottees/Association of the Allottees, make and execute any such change, alteration, additional construction, modification, in the lay out plan, sanction plan, building plan, specifications, amenities, facilities and services, which may be permissible under existing laws.

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 [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

The Promoter has assured the Allottees that the project in its entirety is in accordance with the provisions of the _____ [CHHATTISGARH PRAKOSHTA SWAMITVA ADHINIYAM, 1976]. 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 15 (fifteen) 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 and deliver to the Promoter this Agreement within 15 (fifteen) days from the date of its receipt by the Allottee 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 rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without 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 through written consent of the Parties.

23. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE / SUBSEQUENT ALLOTTEES:

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 [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 go along with the [Apartment/Plot] for all intents and purposes. Further in case of transfer the allottee shall get Prior written consent from the promoter for effecting sale or transfer of the said flat.

24. WAIVER NOT A LIMITATION TO ENFORCE:

24.1 The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee in not making payments as per the Payment Plan [Annexure C] including waiving 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 Promoter to exercise such discretion in the case of other Allottees.

24.2 Failure on the 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 thereafter 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 the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

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 **total** carpet area of the [Apartment/Plot] bears to the total carpet area of all the [Apartments/Plots] in the Project.

27. FURTHER ASSURANCES:

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

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 at _____ (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 at their respective addresses specified below:

_____ Name of Allottee
_____ (Allottee Address)

M/s _____ Promoter name
_____ (Promoter Address)

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. JOINT ALLOTTEES:

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 to consider as properly served on all the Allottees.

31. SAVINGS:

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 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 disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion,

failing which the same shall be settled through the adjudicating officer appointed under the Act.

[Please insert any other terms and conditions as per the contractual understanding between the parties, however, please ensure that such additional terms and conditions are not in derogation of or inconsistent with the terms and conditions set out above or the Act and the Rules and Regulations made thereunder.]

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

SIGNED AND DELIVERED BY THE NAME:

Allottee: (including joint buyers)

(1) Signature _____
Name _____
Address _____

Please affix
photograph
and sign
across the
photograph

(2) Signature _____
Name _____
Address _____

Please affix
photograph
and sign
across the
photograph

SIGNED AND DELIVERED BY THE NAME:

Promoter:

(1) Signature (Authorised Signatory) _____
Name _____
Address _____

Please affix
photograph
and sign
across the
photograph

At _____ on _____ in the presence of:

WITNESSES:

1. Signature _____
Name _____
Address _____

2. Signature _____
Name _____
Address _____

SCHEDULE 'A' - PLEASE INSERT DESCRIPTION OF THE [APARTMENT/PLOT].

SCHEDULE 'B' - FLOOR PLAN OF THE APARTMENT

SCHEDULE 'C' - PAYMENT PLAN

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

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

SCHEDULE 'F' - SPECIAL COMMON FACILITIES

[The 'Schedules' to this Agreement for Sale shall be as agreed to between the Parties]

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