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- (e) "planning authority" means the Planning Authority established under section 11 of the Puducherry Town and Country Planning Act, 1969 (Act 13 of 1970);
- (d) "occupancy certificate" means the occupancy certificate issued by the Planning Authority in accordance with the Puducherry Building Bye-Laws and Zoning Regulations, 2012 and as amended from time to time.
- (c) "local laws" means the laws applicable in the U.T. of Puducherry.
- (b) "appropriate Government" means the Government of Puducherry;
- (a) "Act" means the Real Estate (Regulation and Development) Act, 2016 (16 of 2016);

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

## DEFINITIONS

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

assignees)

mean and include its successor-in-interest, executors, administrators and permitted expression shall unless repugnant to the context or meaning thereof be deemed to Lawspet, Puducherry- 605 008. Hereinafter referred to as the "Promoter" (which 872683350604) (PAN - ACQPJ4306G), residing at No. 42, Main Road, Krishna Nagar, 801609304707 & PAN - ACWPA3660L), 3. Tmt. Jaya Ambrase (Aadhar No. 975296642289 & PAN - ACPJ195C), 2. Mr. J. Muthaiah Ambrase, (Aadhar No. 1. Mr. Victor Jagannathan Ambrase @ Janannathan Ambrase @ Jagan, (Aadhar No.

## By and Between

This Agreement for Sale ("Agreement") executed on this 4<sup>th</sup> day of May (Month), 2021,

## AGREEMENT FOR SALE

[See rule 3]

## ANNEXURE 'A'

*Ambar*  
*Govind*  
*...*

(C). The Puducherry Planning Authority has granted the permission to develop the Project *vide* approval dated 03.05.2021 bearing building permit no. PPA/2598/4665/Z(VCP)/SB/LAYOUT/202 [annexed hereto in **schedule F**];

(B). 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 (Title deed and chain of title annexed hereto in **schedule I**);

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

The said Land is earmarked for the purpose of plotted development of a residential project, comprising 62 plots and the said project shall be known as 'Muthukumaran Nagar' ("Project");

(A). The Promoter is the absolute and lawful owner of Plots Located at R.S. No. 34/2pt, Koodapakkam Revenue Village, Villianur Commune Panchayat, Puducherry Region, totally admeasuring 10600 square meters ("Said Land") *vide* sale deed(s) dated 10.01.1958 registered as documents no. 231 at the office of the Sub-Registrar of Puducherry;

**WHEREAS:**

(2) Words and expressions used but not defined in these Agreement, but defined in the Act or the Rules and Regulations made thereunder, shall have the same meaning respectively assigned to them in the Act or the Rules and Regulations made thereunder.

(h) "section" means a section of the Act.

and

(g) "Rules" means the Real Estate (Regulation and Development) (General) Rules, 2017 made under the Real Estate (Regulation and Development) Act, 2016;

and Development Act, 2016;

(f) "Regulations" means the Regulations made under the Real Estate (Regulation



association of allottees or the competent authority, as the case may be, after obtaining the occupancy 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 and the Promoter will bear the same;

(iii). The Promoter shall periodically intimate in writing to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment demanded by the promoter within the time agreed and in the manner specified therein. In addition, the Promoter shall provide 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 being effected;

(iv). The Total Price of [Apartment/Plot] includes recovery of price of land, construction of [not only the Apartment but also] the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the apartment, lift, water line and plumbing, finishing with paint, flooring, doors, windows, fire detection and fire fighting equipments 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;

(1.2.) The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in the development charges, cost/charges imposed by the competent authorities, the Promoter shall enclose the said notification/order/rule/regulation to that effect along with the demand letter, for being issued to the Allottee, which shall only be applicable on subsequent payments;

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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 and the Promoter will bear the same;

(1.3.) The Allottee(s) shall make the payment as per the payment plan set out in **schedule C ("Payment Plan")**.

(1.4.) The Promoter may allow, on his sole discretion, a rebate for early payments of instalments payable by the Allottee by discounting such early payments at the rate of \_\_\_\_\_% per annum for the period by which the respective instalment 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.

(1.5.) It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans [annexed herein in **schedule G**] 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 upon written request, or such minor changes or alterations as per the provisions of the Act.

(1.6.) [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 planning authority, by furnishing details of the changes, if any, in the carpet area. The Total Price payable for the carpet area shall be re-calculated upon confirmation by the Promoter. If there is reduction in the carpet area, then the Promoter shall refund the excess money paid by Allottee within forty-five days with an annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, which is not more than three percent of the carpet

area of the apartment, allotted to the allottee, the Promoter may demand that from the Allottee as per the next milestone of the Payment Plan as provided in **schedule C**. All these monetary adjustments shall be made at the same rate per square feet as agreed in Para 1.2 of this Agreement.

(1.7.) 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. Further, the right of the Allottee to use the Common Areas shall always be subject to the timely payment of maintenance charges and other charges as applicable. It is clarified that the promoter shall 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;

(iii). That the computation of the price of the [Apartment/Plot] includes recovery of price of land, construction of [not only the Apartment but also] the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the apartment, lift, water line and plumbing, finishing with paint, flooring, doors, windows, fire detection and fire-fighting equipments 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 and his [Apartment/Plot], as the case may be;

(1.8.) It is made clear by the Promoter to the Allottee 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

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and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottees of the Project.

(1.9.) 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 the corresponding penal charges, if any, to the authority or person to whom they are bound to be payable and also be liable for the cost of any legal proceedings which may be taken therefor by such authority or person.

(1.10.) The Allottee has paid a sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) as booking amount being part payment towards the Total Price of the [Apartment/Plot] at the time of application the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the [Apartment/Plot] as prescribed in the Payment Plan [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 specified in the Rules.

## 2. MODE OF PAYMENT:-

Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee shall make all payments, on 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 \_\_\_\_\_.

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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

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

(3.2.) The Promoter is held irresponsible with regard to condition 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.

(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 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 his 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. COMPLIANCE OF LAWS RELATING TO REMITTANCES:-**



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(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

**7. POSSESSION OF THE APARTMENT/PLOT:-**

The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the [Apartment/Plot] and accepted the Payment Plan, floor plans, layout plans 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, Floor Area Ratio (FAR) and density norms and provisions prescribed by the Puducherry Building Bye-Laws and Zoning Regulations, 2012 and as amended from time to time and shall not have an option to make any variation / alteration / modification in such plans, other than in the manner provided under the Act, and breach of this term by the Promoter shall constitute a material breach of the Agreement.

**6. CONSTRUCTION OF THE PROJECT / APARTMENT:-**

**c].**

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 the allottees or the competent authority, as the case may be. Similarly, the Allottee shall make timely payments of the instalment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in Payment Plan [schedule

**5. TIME IS ESSENCE:-**

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 other manner.

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(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

(7.2.) **Procedure for taking possession:** The Promoter, upon obtaining the occupancy certificate from the \_\_\_\_\_ Planning Authority, shall offer in writing the possession of the [Apartment/Plot], to the Allottee in terms of this Agreement to be taken within three months from the date of issue of occupancy 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 agree(s) to pay the maintenance charges as determined by the Promoter/association of allottees / competent authority, as the case may be, after issuance of the occupancy 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.

under this Agreement. Promoter shall be released and discharged from all its obligations and liabilities shall not have any rights, claims etc. against the Promoter and that the After refund of the money paid by the Allottee, the Allottee agrees that he/ she allottee about such termination at least thirty days prior to such termination. allotment within 45 days from that date. The promoter shall intimate the Promoter shall refund to the Allottee the entire amount received by him for the Force Majeure conditions, then this allotment shall stand terminated and the event it becomes impossible for the Promoter to execute the project due to be implemented as per schedule. The Allottee agrees and confirms that, in the possession of the [Apartment/Plot], which made it impossible for the contract to the Promoter shall be entitled to the extension of time, for delivery of is delayed due to the Force Majeure conditions, then the Allottee agrees that calamities or due to Force Majeure conditions. If, the completion of the Project drought, fire, cyclone, earthquake or any other calamity caused due to natural \_\_\_\_\_, unless there is a delay or failure due to war, flood, specifications, amenities and facilities of the project in place on

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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 and handing over physical possession of the [Apartment/Plot] to the Allottees, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common areas, to the association of the Allottees or the competent authority, as the case may be, as per the local laws.

(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 when the allottee proposes to cancel/withdraw from the project without any fault on the part of the promoter, the promoter herein is entitled to forfeit only the booking amount paid for the allotment. 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 the Allottee 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 of 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 specified in the Rules including compensation in the manner as provided under the Act within 45 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 handing over of the

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possession of the [Apartment/Plot], which shall be paid by the Promoter to the Allottee within 45 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 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;