

ANNEXURE 'A'

[See rule 3]

AGREEMENT FOR SALE

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

By and Between

(1) Sheik Nazreen (Aadhar Card No. 4021 2659 9429, PAN No.: FEVPS5700B), W/o. S.A. Shahul and (2) Shaik Ahamed Shahul, (Aadhar Card No. 6374 9074 7537, PAN No.: CHVPS7174K), S/o. S.M.M. Kamal Pasha G.P.A. Holder for Shamshad Begam and others, both R/o. Door No.7-14-024, Kona Venkataratnam Nagar, Francetippa, Yanam, all the above are the partners of K.G.N.REAL ESTATES & BUILDERS hereinafter called the "Promoters" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include their heirs, executors, administrators, successors-in-interest and permitted assignees).

AND

[If the Allottee is a company]

\_\_\_\_\_, (CIN No. \_\_\_\_\_) a company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], having its registered office at \_\_\_\_\_, (PAN \_\_\_\_\_), represented by its authorized signatory, \_\_\_\_\_, (Aadhar No. \_\_\_\_\_) duly authorized *vide* board resolution dated \_\_\_\_\_, hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, executors, administrators and permitted assignees).

[OR]

[If the Allottee 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 "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, executors, administrators and permitted assignees, including those of the respective partners).

[OR]

[If the Allottee is an Individual]

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).

[OR]

[If the Allottee is a HUF]

Mr. \_\_\_\_\_, (Aadhar No. \_\_\_\_\_) son of \_\_\_\_\_ aged about \_\_\_\_\_ for self and as the Karta of the Hindu Joint Mitakshara Family known as \_\_\_\_\_ HUF, having its place of business / residence at \_\_\_\_\_, (PAN \_\_\_\_\_), hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to include his heirs, representatives, executors, administrators, successors-in-interest and permitted assigns as well as the members of the said HUF, their heirs, executors, administrators, successors-in-interest and permitted assignees).

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

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

PROMOTER

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WHEREAS:

(A) the 1<sup>st</sup> Promoter is the absolute and lawful owner in possession and enjoyment of the vacant sites measuring an extent of (1) 1,030 ½ Sq.mts in Ward No. A, Block No.3, T.S.No.36/5 pt. (After Sub-Division 36/5 A pt.), R.S.No. 73/12, & C.S.No. 54 in Patta No.130 (After Sub-Division 588) located at Mettacur, Yanam, having purchased the same from Sri Rekadi Bangarraju as per the Sale Deed dated 14.03.2022, registered as Document No. 8280/2022 in the office of Sub Registrar, Yanam and (2) 200 Sq.mts in Ward No. A, Block No.3, T.S.No.36/5 pt., R.S.No. 73/12, & C.S.No. 54 bis in Patta No.130, (3) 210 ½ Sq.mts in Ward No. A, Block No.3, T.S.No.36/5 pt., R.S.No. 73/12, & C.S.No. 54 in Patta No.130 and (4) 620 Sq.mts in Ward No. A, Block No.3, T.S.No.36/7, R.S.No. 73 in Patta No.566, sites from (2) to (4) located at Mettacur, Yanam having purchased the same from Sri Kancherla Kameswara Krishna Sankar as per the Sale Deed dated 09.05.2022, registered as Document No. 15530/2022 in the office of Sub Registrar, Yanam and (5) 70.40 Sq.mts out of the extent 1480 Sqm of vacant site in Ward No. A, Block No.3, T.S.No. 37/1pt, R.S.No.38/1 and C.S.No.61,62 in Patta No. 324 located at Mettacur, Yanam having purchased the same from M/s. Regency Educational Society, Yanam as per the Sale Deed dated 21.02.2014, registered as Document No.145/2014 in the office of the Sub-Registrar, Yanam.

Whereas, thus the 1<sup>st</sup> Promoter is the absolute and lawful owner in possession and enjoyment of the vacant site admeasuring an extent of 2,131.40 Sq.mts., which physically on ground exits 2,090 Sq.mts. only ("Said Land") vide Title deed(s) registered as documents detailed in Schedule J.

(B) The Said Land is earmarked for the purpose of plotted development of a residential project, comprising 11 Residential Plots and the said project shall be known as 'NAWAZ GARDENS EXTENSION 2' ("Project"):

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

(C) The Promoters are fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoters regarding the Said Land on which Project is to be constructed have been completed (Title deed and chain of the title annexed hereto in schedule I);

(D) The Member Secretary, Yanam Planning Authority, Yanam has granted the permission to develop the Project *vide* approval dated 19.10.2022 bearing Final Approval vide Lr.No.49/YPA/Res.Lay/2022-23/47/469 (annexed hereto in schedule F)

(E) The Promoters have obtained the final layout plan, sanctioned plan, specification and approvals for the Project and also for the Layout, as the case may be, (annexed hereto in schedule G) from The Member Secretary, Yanam Planning Authority, Yanam. The Promoters agrees and undertakes that it shall not make any changes to these approved plans and execute the project in strict compliance in accordance with section 14 of the Act and other laws as applicable.

(F)The Promoters has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at Puducherry on ----- under registration No.\_\_\_\_\_(to be allotted) (annexed hereto in schedule H)

(G)The Allottee had applied for a plot in the Project *vide* application No.\_\_\_\_\_ dated \_\_\_\_\_ and has been allotted plot No.\_\_\_\_\_ having area of \_\_\_\_\_ square mts. and plot for garage/ parking admeasuring \_\_\_\_\_ square feet (if applicable) in the \_\_\_\_\_ [Please insert the location of the garage/ parking], as permissible under the applicable law and the common areas ("Common Areas") as defined under clause (n) of Section 2 of the Act (hereinafter referred to as the "Plot" more particularly described in schedule A and the layout plan of the Residential Layout 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;

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(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 Plot and the ~~garage/ parking (if applicable)~~ as specified in para G;

NOW THEREFORE, in consideration of the mutual representations, covenants, assurances, promises and agreements contained herein and other good and valuable consideration, the Parties agree as follows:

1. TERMS:

1.1 Subject to the terms and conditions as detailed in this Agreement, the Promoters agrees to sell to the Allottee and the Allottee hereby agrees to purchase, the Plot as specified in para G;

1.2 The Total Price for the Plot is Rs. \_\_\_\_\_ (Rupees) \_\_\_\_\_ only ("Total Price") (Give break up and description) :

Plot No.....	Rate of plot per square meter
Type.....	
Total Price (in Rupees)	.....

Explanation:

- (i). The Total Price above includes the booking amount paid by the allottee to the Promoters towards the Plot;
- (ii). The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax, and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoters, by whatever name called) up to the date of handing over the possession of the Plot to the allottee and the project to the 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 promoters shall be increased/reduced based on such change / modification;

Provided further that if there is any increase in the taxes after the expiry of the schedule date of 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 Promoters will bear the same.

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- (iii). The Promoters 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 promoters within the time agreed and in the manner specified therein. In addition, the Promoters shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or being effected.
- (iv). The Total Price of the Plot includes maintenance charges as per para 11 etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the Plot and the project.

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

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 included 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 Promoters will bear the same.

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

1.5 The Promoters may allow, on their 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 Promoters.

1.6 It is agreed that the Promoters shall not make any additions and alterations in the sanctioned plans, layout plans(annexed herein 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 plot, without the previous written consent of the Allottee as per the provisions of the Act. Provided that the Promoters 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.

1.7 Not applicable.

1.8 Subject to para 9.3 the Promoters agrees and acknowledges, the Allottee shall have the right to the Plot as mentioned below:

- (i). The Allottee shall have exclusive ownership of the Plot;

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- (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 promoters 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 Plot includes recovery of price of land, construction of the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, 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 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 plot.

1.9 It is made clear by the Promoters to the Allottee that the Plot along with ~~garage/ parking~~ shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the said Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottees of the Project.

1.10 The Promoters agrees to pay all outgoings before transferring the physical possession of the Plot to the Allottees, which it has collected from the Allottees, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the project). If the Promoter fails to pay all or any of the outgoings collected by it from the Allottees or any liability, mortgage loan and interest thereon before transferring the plot to the Allottees, the Promoters agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person.

1.11 The Allottee has paid a sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) as booking amount being part payment towards the Total Price of the Plot at the time of application the receipt of which the Promoters hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Plot as prescribed in the Payment Plan(Schedule C) as may be demanded by the Promoters within the time and in the manner specified therein:

Provided that if the allottee delays in payment towards any amount for which is payable, he shall be liable to pay interest at the rate specified in the Rules.

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## 2. MODE OF PAYMENT

Subject to the terms of the Agreement and the Promoters abiding by the construction milestones, the Allottee shall make all payments, on demand by the Promoters, 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).

## 3. COMPLIANCE OF LAWS RELATING TO REMITTANCES

3.1 The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules and Regulations made thereunder or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India; he/she shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

3.2 The Promoters accepts no responsibility in this regard. The Allottee shall keep the Promoters 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 Promoters immediately and comply with necessary formalities if any under the applicable laws. The Promoters 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 Promoters to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoters may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoters to adjust his payments in any manner.

## 5. TIME IS ESSENCE

The Promoters 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 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 installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoters as provided in Payment Plan(Schedule C)

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## 6. DEVELOPMENT OF THE PROJECT(LAYOUT)

The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the 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 Promoters. The Promoters 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 Promoters undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, Floor Area Ration(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 Promoters shall constitute a material breach of the Agreement.

## 7. POSSESSION OF THE PLOT

### 7.1 Schedule for possession of the said Plot:

The Promoters agrees and understands that timely delivery of possession of the Plot to the allottee and the common areas to the association of the allottees or the competent authority, as the case may be is the essence of the Agreement. The Promoters assures to hand over possession of the 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 due to natural calamities or due to Force Majeure conditions. If, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoters shall be entitled to the extension of time, for delivery of possession of the Plot, which made it impossible for the contract to be implemented as per schedule. The Allottee agrees and confirms that, in the event it becomes impossible for the Promoters to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoters shall refund to the Allottee the entire amount received by the them for the allotment within 45 days from that date. The promoters 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 Promoters and that the Promoters shall be released and discharged from all its obligations and liabilities under this Agreement.

### 7.2 Procedure for taking possession

The Promoters, upon obtaining the occupancy certificate from the Yanam Planning Authority shall offer in writing the possession of the Plot, to the Allottee in terms of this Agreement to be taken within 3 (three months from the date of issue of occupancy certificate. The Promoters agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoters. The Allottee agree(s) to pay the maintenance charges as determined by the Promoters/association of allottees/competent authority, as the case may be, after issuance of the occupancy certificate for the Project. The Promoters shall hand over the occupancy certificate of the plot to the allottee at the time of conveyance of the same.

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7.3 Failure of Allottee to take Possession of Plot

Upon receiving a written intimation from the Promoter as per para 7.2, the Allottee shall take possession of the Plot from the Promoters by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoters shall give possession of the 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 and handing over physical possession of the Plot to the Allottees, it shall be the responsibility of the Promoters 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 of the promoters, the promoters herein is entitled to forfeit the booking amount paid for the allotment. The balance amount of money paid by the allottee shall be returned by the promoters to the allottee within 45 days of such cancellation.

7.6 Compensation

The Promoters 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 promoters fails to complete or is unable to give possession of the 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 Promoters 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 them in respect of the 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 specified in the Rules for every month of delay, till the handing over of the possession of the Plot, which shall be paid by the Promoters to the allottee within 45 days of it becoming due.

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTERS

The Promoters hereby represents and warrants to the Allottee as follows:

- (i). The [Promoters] have joint, 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 Promoters have 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;
- (iv). There are no litigations pending before any Court of law with respect to the said Land, Project or the Plot;
- (v). All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Plot are valid and subsisting and have been obtained by following due process of law. Further, the Promoters have been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Building and Plot and common areas;
- (vi). The Promoters have the right to enter into this Agreement and have 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 Promoters have 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 Plot which will, in any manner, affect the rights of Allottee under this Agreement;
- (viii). The Promoters confirms that the Promoters are not restricted in any manner whatsoever from selling the said Plot to the Allottee in the manner contemplated in this Agreement;
- (ix). At the time of execution of the conveyance deed the Promoters shall handover lawful, vacant, peaceful, physical possession of the Plot to the Allottee and the common areas to the Association of the 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 Schedule Property;
- (xi). The Promoters have 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 plot along with common areas(equipped with all the specifications, amenities and facilities) has been handed over to the allottee or the association of allottees or the competent authority as the case may be and ;
- (xii). No notice from the appropriate 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 Promoters in respect of the said Land and/or the Project.

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## 9. EVENTS OF DEFAULTS AND CONSEQUENCES

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

- (i). Promoters fails to provide ready to move in possession of the 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 plot 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 has been issued by the Planning 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 committed by the Promoter under the conditions listed above, Allottee is entitled to the following:

- (i). Stop making further payments to Promoters as demanded by the Promoters. If the Allottee stops making payments, the Promoters shall correct the situation by completing the construction milestones and thereafter the Allottee be required to make the next payment without any penal interest; or
- (ii). The Allottee shall have the option of terminating the Agreement in which case the Promoters shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the plot, along with interest at the rate specified in the Rules within forty-five days of receiving the termination notice:

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

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

- (i). In case the Allottee fails to make payments for \_\_\_\_ consecutive demands made by the Promoters 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 promoters 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 \_\_\_\_ consecutive months after notice from the Promoters in this regard, the Promoters shall cancel the allotment of the Plot in favour of the Allottee and refund the amount to the allottee after deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated. Provided that the promoters shall intimate the allottee about such termination at least 30 days prior to such termination of the agreement.

10. CONVEYANCE OF THE SAID PLOT

The Promoters, on receipt of total price of the Plot as per Para 1.2 under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the Plot together with proportionate indivisible share in the Common Areas to the allottee within 3 (three) months from the date of issuance of the occupancy certificate. However, in case the Allottee fails to deposit the stamp duty and/or registration charges and all other incidental and legal expenses etc. towards execution of conveyance deed, so demanded within the period mentioned in the notice, the Allottee authorizes the Promoters to withhold registration of the conveyance deed in his/her favour till payment of stamp duty and registration charges to the Promoters are made by the Allottee.

11. MAINTENANCE OF THE SAID PROJECT

The Promoters shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the association of the allottees or the competent authority as the case may be, as per local laws from the date of issuance of the occupancy certificate at reasonable charges from the allottees .

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 Promoters as per the agreement for sale relating to such development is brought to the notice of the Promoters within a period of 5 (five) years by the Allottee from the date of handing over possession of the plot and the common areas, it shall be the duty of the Promoters 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.

13. RIGHT OF ALLOTTEE TO USE COMMON AREAS AND FACILITIES SUBJECT TO PAYMENT OF APPLICABLE CHARGES

The Allottee hereby agrees to purchase the Plot on the specific understanding that is/her right to the use of Common Areas shall be subject to timely payment of total maintenance charges, as determined and thereafter billed by the maintenance agency appointed or the association of allottees (or the maintenance agency appointed by it) or the competent authority as the case may be and performance by the Allottee of all his/her obligations in respect of the terms and conditions specified by the maintenance agency or the association of allottees or the competent authority as the case may be from time to time.

14. RIGHT TO ENTER THE LAYOUT FOR MAINTENANCE

The Promoters / maintenance agency /association of allottees shall have rights of unrestricted access of all Common Areas, garages 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 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 material defect.

15. USAGE

The Allottee shall not be permitted to use the service areas and Reserve Areas in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by Promoter.

16. GENERAL COMPLIANCE -

(16.1.1) Not applicable

(16.1.2) Not applicable

(16.1.3) Not applicable

(16.2.) WITH RESPECT TO THE PLOTS

(16.2.1) Subject to Clause 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the Plot at his/her own cost and shall not do or suffer to be done anything in or the Plot, or the compound walls, roads, common areas or circulation areas which may be in violation of any laws or rules of any authority and keep the Plot, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good repair and maintain the same in proper condition.

(16.2.2) The Allottee further undertakes, assures and guarantees that the Allottee shall not store any hazardous or combustible goods in the Plot. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

17. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES

The parties are entering into this Agreement for the allotment of a Plot with the full knowledge of all laws, rules, regulations, notifications applicable to the Project.

18. ADDITIONAL CONSTRUCTIONS

The Promoters undertakes that they have no right to make additions or to put up additional structure(s) anywhere in the Project after the layout plan, sanctioned plan and specifications, amenities and facilities has been approved by the competent authority(ies) and disclosed except for as provided in the Act.

19. PROMOTERS SHALL NOT MORTGAGE OR CREATE A CHARGE

After the Promoters executes this Agreement, they shall not mortgage or create a charge on the Plot 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 Plot.

20. THE PUDUCHERRY APARTMENT OWNERSHIP ACT, 1987

The Promoter has assured the Allottees that the project in its entirety is in accordance with the provisions of the Puducherry Apartment Ownership Act, 1987(Act 8 of 1987). The Promoter showing compliance of various laws/regulations as applicable in the Union Territory of Puducherry.

21. BINDING EFFECT

Forwarding this Agreement to the Allottee by the Promoters does not create a binding obligation on the part of the Promoters 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(Schedule C) within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned office of the Sub-Registrar of Yanam as and when intimated by the Promoters. If the Allottee(s) fails to execute and deliver to the Promoters this Agreement within 30 (thirty) 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 Promoters, then the Promoters shall serve a notice to the Allottee for rectifying the default, which if not rectified within 30(thirty) 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.

PROMOTER

ALLOTTEE

22. 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 plot, as the case may be.

23. RIGHT TO AMEND

This Agreement may only be amended through written consent of the Parties.

24. 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 Plot and Project shall equally be applicable to and enforceable against any subsequent Allottees of the Plot, in case of a transfer, as the said obligations go along with the Plot for all intents and purposes.

25. WAIVER NOT A LIMITATION TO ENFORCE

25.1 The Promoters may, on their sole/joint option and discretion, without prejudice to their rights as set out in this Agreement, waive the breach by the Allottee in not making payments as per the Payment Plan(Schedule 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 Promoters in the case of one Allottee shall not be construed to be a precedent and /or binding on the Promoters to exercise such discretion in the case of other Allottees.

25.2 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.

26. 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.

27. 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 calculated proportionately with the area of the Plot bears to the total area of all the Plots in the Project.

PROMOTER

ALLOTTEE

28. 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.

29. PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by the Promoters ~~through its authorized signatory~~ at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoters and the Allottee, in Yanam after the Agreement is duly executed by the Allottee and the Promoters or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar at Yanam. Hence this Agreement shall be deemed to have been executed at Yanam.

30. NOTICES

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

\_\_\_\_\_Name of Allottee

\_\_\_\_\_ (Allottee Address)

Promoters:

(1) Sheik Nazreen and (2) Shaik Ahamed Shahul, both R/o. Door No.7-14-024, Kona Venkataratnam Nagar, Francetippa, Yanam (Contact Address)

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

31. JOINT ALLOTTEES

That in case there are Joint Allottees all communications shall be sent by the Promoters 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.

32. SAVINGS

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

PROMOTER

ALLOTTEE

33. 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 or rules or regulations made thereunder including other applicable laws of India for the time being in force.

34. 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.

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for sale at Yanam in the presence of attesting witness, signing as such on the day first above written.

SIGNED AND DELIVERED BY THE WITHIN NAMED

Allottee: (including joint buyers)

(1)Signature:

Name :

Address :

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 WITHIN NAMED

Promoters:

Signature(Authorized Signatory)\_\_\_\_\_

(1) Sheik Nazreen and (2) Shaik Ahamed Shahul, both R/o. Door No.7-14-024, Kona Venkataratnam Nagar, Francetippa, Yanam (Contact Address)

At.....on \_\_\_\_\_ in the presence of

WITNESSES:

1. Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

2. Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

PROMOTER

ALLOTTEE

SCHEDULE 'A' - DESCRIPTION OF THE PLOT ALONG WITH BOUNDARIES IN ALL FOUR DIRECTIONS

SCHEDULE 'B' - LAYOUT PLAN OF THE PROJECT

SCHEDULE 'C' - PAYMENT PLAN BY THE ALLOTTEE

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

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

SCHEDULE 'F' - LAYOUT PLAN PERMIT GRANTED BY YANAM PLANNING AUTHORITY

SCHEDULE 'G' - LAYOUT PLAN PERMIT GRANTED BY YANAM PLANNING AUTHORITY

SCHEDULE 'H' - REGISTRATION CERTIFICATE OF THE PROJECT BY THE PUDUCHERRY REAL ESTATE REGULATORY AUTHORITY

SCHEDULE 'I' - LEGAL TITLE DEED OF THE PROJECT

(The "Schedules" to this Agreement for Sale shall be agreed to between the Parties)

SCHEDULE 'J' - DETAILS OF THE OWNERS WITH DOCUMENT NUMBERS

SCHEDULE C

PAYMENT PLAN OF THE ALLOTTEE

Advance amount while booking -- 10% of the plot cost

Balance amount while registration of sale deed -- 90% of the plot cost

(1) Sheik Nazreen and (2) Shaik Ahamed Shahul

SCHEDULE D

SPECIFICATIONS / FACILITIES AND AMENITIES WHICH ARE PART OF THE LAYOUT PROJECT

NIL

(1) Sheik Nazreen and (2) Shaik Ahamed Shahul

SCHEDULE E

SPECIFICATIONS / FACILITIES AND AMENITIES WHICH ARE PART OF THE PROJECT

NIL

(1) Sheik Nazreen and (2) Shaik Ahamed Shahul