

## AGREEMENT FOR SALE

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

### By and Between

Mr. E.**SELVARAJU** (Aadhar No.781453919883) son of EZHUMALAI aged about 58, residing at No. 26, Nethji Street,VP Singh Nagar, Shanmugapuram, Puducherry – 605009, hereinafter called the "**Promoter**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assigns).

### AND

Mr. / Ms. \_\_\_\_\_, (Aadhaar 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 assigns).

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

### DEFINITIONS

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

- (a) "Act" means the Real Estate (Regulation and Development) Act, 2016 (16 of 2016);
- (b) "appropriate Government" means the Government of Puducherry;
- (c) "local laws" means the laws applicable in the U.T. of Puducherry.
- (d) "occupancy certificate" means the occupancy certificate issued by the Puducherry Planning Authority in accordance with the Puducherry Building Bye-Laws and Zoning Regulations, 2012 and as amended from time to time.
- (e) "planning authority" means the Puducherry Planning Authority established under section 11 of the Puducherry Town and Country Planning Act, 1969 (Act 13 of 1970);
- (f) "Regulations" means the Regulations made under the Real Estate (Regulation and Development) Act, 2016;
- (g) "Rules" means the Real Estate (Regulation and Development) (General) Rules, 2017 made under the Real Estate (Regulation and Development) Act, 2016; and
- (h) "section" means a section of the Act.

(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.

PROMOTER

ALLOTTEE

**WHEREAS:**

- (A). The Promoter is the absolute and lawful owner of 'JAWAHAR CO-op HOUSING SOCIETY LTD.,' at R.S.No.56/1B/1BPT, Kirumampakkam Revenue Village, Bahour Commune, Puducherry;
- (B). The said Land is proposed for developing as a residential layout comprising of 63 plots and the said project shall be known as 'JAWAHAR CO-op HOUSING SOCIETY LTD.,' ("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 (Title deed and chain of title annexed hereto in **schedule I**);
- (D). The Puducherry Planning Authority has granted the permission to develop the Project *vide* In-Principle layout Frame work approval dated 11.09.2023 bearing No. PPA/349/6729/PPA/Z(BCP/LAYOUT)/2021-2023 [annexed hereto in **schedule F**];
- (E). The Promoter has obtained the final layout plan, sanctioned plan, specifications and approvals for the Project and also for the Layout, as the case may be, [annexed hereto in **schedule G**] from Puducherry Planning Authority. The Promoter agrees and undertakes that it will 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 Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at \_\_\_\_\_ on \_\_\_\_\_ under registration no. \_\_\_\_\_ (annexed hereto in **schedule H**);
- (G). The Allottee had applied for an plot in the Project *vide* application no. \_\_\_\_\_ dated \_\_\_\_\_ and has been allotted plot no. \_\_\_\_\_ having plot area of \_\_\_\_\_ square feet, ("Plot") as permissible under the applicable law and of *pro rata* share in the common areas ("Common Areas") as defined under clause (n) of Section 2 of the Act (hereinafter referred to as the "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;
- (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 incorporated 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 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 herein do hereby 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 Plot as specified in para G;

- (1.2.) The Total Price for the plot based on the plot area is Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only ("**Total Price**").

Plot no. _____	Rate of Plat per square feet*
Total price (in Rupees)	_____

Explanation:

- (i). The Total Price above includes the booking amount paid by the Allottee to the Promoter towards the cost of the Plot;
- (ii). The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter by way of GST 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) upto the date of handing over the possession of the Plot to the Allottee:
- 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 Plot includes recovery of price of land,;

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

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;

(1.4.) 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, on his sole discretion, a rebate for early payments of instalments payable by the Allottee by discounting such early payments at the rate of NIL% 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.

(1.6.) 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 **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 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.

(1.7.) Not applicable

(1.8.) Subject to para 9.3 the Promoter agrees and acknowledges, the Allottee shall have the right to the Layout and the Plot as mentioned below:

- (i). The Allottee shall have exclusive ownership of the Plot;
- (ii). The Allottee shall use the Common Areas / road along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them.
- (iii). That the computation of the price of the plot includes recovery of price of land;

(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 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 Promoter 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, municipal or other local taxes 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 Promoter agrees to be liable, even after the transfer of the property, to pay such outgoings 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.

(1.11.) 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 Promoter 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 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.

## **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 Rules and Regulations made there under 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 fulfil 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.

(3.2.) 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 Plot 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 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.

#### **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 plot to the Allottee. 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 C].

#### **6. DEVELOPMENT OF THE PROJECT:**

The Allottee has seen the proposed layout plan, amenities and facilities of the layout and accepted the Payment Plan, 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, 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 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.

## **7. POSSESSION OF THE PLOT:-**

(7.1.) **Schedule for possession of the said Plot:** The Promoter agrees and understands that timely delivery of possession of the plot to the Allottee is the essence of the Agreement. The Promoter assures to hand over possession of the plot on the day of registration of sale deed to the allottee unless there is a 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 Promoter 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 Promoter to execute 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 him for 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 registration of plot in the respective Sub-Registrar Office, shall offer in writing the possession of the plot, to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter.

(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 Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the plot to the Allottee.

(7.4.) **Possession by the Allottee** - After registration of sale / conveyance deed and handing over physical possession of the plot to the Allottees, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, to the Allottees.

(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 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 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 possession of the 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;
- (iv). There are no litigations pending before any Court of law or Authority 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 Layout 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 and the layout;
- (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 Layout 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 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 Plot to the Allottee;
- (x). The Scheduled 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 project is completed and possession of plots by the allottees, 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 to 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 conditions, the Promoter shall be considered a Defaulter, in the following events:

- (i). Promoter 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, as agreed to between the parties;
- (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 rules or regulations made thereunder.

(9.2.) In case of any Default committed 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

milestones and thereafter, the Allottee shall 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 Plot, along with interest at the rate prescribed 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 promoter, 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 promoter to the allottee within forty-five days of it becoming due.

(9.3.) The Allottee shall be considered a Defaulter, on the occurrence of the following events:

- (i). In case the Allottee fails to make payments for 3 consecutive demands made by the Promoter as per the Payment Plan[schedule C] annexed hereto, despite having been issued notice in this 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 2 consecutive months after notice from the Promoter in this regard, the Promoter shall cancel the allotment of the Plot in favour of the Allottee and shall 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 promoter shall intimate the Allottee about such termination at least thirty days prior to such termination of agreement.

#### **10. CONVEYANCE OF THE SAID PLOT:-**

The Promoter, on receipt of Total Price of the Plots as per Para 1.2 under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the Plot together within three months. However, in case the Allottee fails to deposit the stamp duty and/or registration charges and all other incidental and legal expenses towards execution of conveyance deed, so demanded within the period mentioned in the notice, the Allottee authorizes the Promoter to withhold registration of the conveyance deed in his/her favour till payment of stamp duty and registration charges to the Promoter is made by the Allottee.

#### **11. MAINTENANCE OF THE SAID PROJECT:-**

The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the allottees 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 Promoter as per the agreement for sale relating to such development is brought to the notice of the Promoter within a period of 2 (Two) years by the Allottee from the date of handing over possession of the Plot, it shall be the duty of the Promoter to rectify such defects without further charge, within 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 his/her right to the use of Common Areas shall be subject to timely payment of applicable charges, as determined by the appropriate authorities.

**14. RIGHT TO ENTER THE LAYOUT FOR MAINTENANCE:-**

The Promoter / maintenance agency shall have the rights of unrestricted access of all Common Areas for providing necessary maintenance services and the Allottee agrees to permit maintenance agency to enter into the Layout 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 the Reserve Areas in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use Promoter.

**16. GENERAL COMPLIANCES:-**

(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 Promoter undertakes that he has no right to make additions or to put up additional structure(s) anywhere in the Project after the building plan, 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. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:-**

After the Promoter executes this Agreement, he 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:-**

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 U.T. of Puducherry.

**21. 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 [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 Oulgaret, Puducherry as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter 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 Promoter, then the Promoter 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.

**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 with regard to the said Layout/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 the Project shall equally be applicable to and enforceable against and by any subsequent Allottees of the Plot, in case of any transfer, as the said obligations also pass along with the Plot for all intents and purposes.

**25. WAIVER NOT A LIMITATION TO ENFORCE:-**

(25.1.) The Promoter may, on his sole option and discretion, without prejudice to his 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 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.

(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 as null and 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 the 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.

**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 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 Puducherry 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 Oulgaret, Puducherry. Hence this Agreement shall be deemed to have been executed at Puducherry.

### **30. 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:

#### **ALLOTTEE:**

\_\_\_\_\_ Name of Allottee

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

#### **PROMOTER:**

**Mr.V.Arivazhagan**

No. 23, Bharathi mill thittu, Mudaliarpet, Puducherry – 605004.

It shall be the duty of the Allottee and the Promoter to inform each other, if there exists 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.

### **31. 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 will be considered as properly served up 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.

### 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 Puducherry 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

Promoter

1. Signature (Authorised signatory) \_\_\_\_\_

**Mr.E.Selvaraju**

No. 26, Nethaji Street, VP Singh Nagar, Shanmugapuram  
Puducherry – 605009.

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

WITNESSES:

PROMOTER

ALLOTTEE

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

Name \_\_\_\_\_

Address \_\_\_\_\_

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

Name \_\_\_\_\_

Address \_\_\_\_\_

**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 PUDUCHERRY PLANNING AUTHORITY

**SCHEDULE 'G'** –LAYOUT PLAN OF THE PROJECT BY PUDUCHERRY 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 as agreed to between the Parties].