

**THE PUDUCHERRY REAL ESTATE
(REGULATION AND
DEVELOPMENT) (AGREEMENT FOR
SALE) RULES, 2017**

The Puducherry Real Estate (Regulation and Development) (Agreement for Sale) Rules, 2017

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GOVERNMENT OF PUDUCHERRY

CHIEF SECRETARIAT (HOUSING)

(G.O. Ms. No. 14 / 2017 - Hg dated 18.7.2017)

NOTIFICATION

In exercise of the powers conferred by clause (h) of sub-section (2) of section 84 read with section 13 and in pursuance of sub-clause (ii) of clause (g) of section 2 of the Real Estate (Regulation and Development) Act, 2016 (16 of 2016), the Lieutenant Governor, Puducherry, hereby makes the following rules, namely: —

CHAPTER I

PRELIMINARY

1. Short title, extent and Commencement.—(1) These rules may be called 'The Puducherry Real Estate (Regulation and Development) (Agreement for Sale) Rules, 2017.

(2) They shall extend to the whole of the Union Territory of Puducherry.

(3) They shall come into force on and from the date of its publication in the official gazette

2. Definitions.— (1) In these rules, unless the context otherwise requires, -

(a) "Annexure" means an annexure appended to these rules.

CHAPTER II

AGREEMENT FOR SALE

3. Agreement for sale.—(1) The Agreement for Sale to be executed between the promoter and the allottee shall be in the form as per Annexure.

(2) Any application letter, allotment letter, agreement, or any other document signed by the allottee, in respect of the apartment, plot or building, as the case may be, prior to the execution and registration of the Agreement for Sale for such apartment, plot or

building, as the case may be, shall not be construed to limit the rights and interests of the allottee under the Agreement for Sale or under the Act or the rules or the regulations made thereunder.

(3) The Form shall, in addition to such details mentioned in the said Form, contain additional features, if any, which may be appended to the said Form in the form of a separate Schedule.

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

[If the promoter is a company]

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

[OR]

[If the promoter is a Partnership firm]

_____, a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at _____, (PAN _____), represented by its authorized Partner _____, (Aadhaar No. _____) duly authorized *vide* _____, hereinafter referred to as the "**Promoter**" (which expression shall unless repugnant to the context

or meaning thereof be deemed to mean and include the partner or partners for the time being of the said firm, the survivor or survivors of them and their heirs, executors and administrators of the last surviving partner and his / her / their assigns).

[OR]

[If the promoter is an Individual]

Mr. / Ms. _____, (Aadhar No. _____) son / daughter of _____, aged about _____, residing at _____, (PAN _____), hereinafter called the "**Promoter**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assigns).

AND

[If the Allottee is a company]

_____ (CIN no. _____), a company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], having its registered office at _____ and its corporate office at _____ (PAN - _____), represented by its authorized signatory _____ (Aadhaar 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]

_____, a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at _____, (PAN _____), represented by its authorized Partner _____, (Aadhaar No. _____) duly 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 the partner or partners for the

time being of the said firm, the survivor or survivors of them, and their heirs, executors and administrators of the last surviving partner and his / her / their assigns).

[OR]

[If the Allottee is an Individual]

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).

[OR]

[If the Allottee is a HUF]

Mr. _____, (Aadhaar No. _____) son of _____ aged about _____ for self and as the Karta of the Hindu Joint Mitakshara Family known as _____ HUF, having its place of business / residence at _____, (PAN _____), hereinafter referred to as the "**Allottee**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and the member or members for the time being of the said HUF, and their respective heirs executors, administrators, 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**".

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 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 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.

WHEREAS:

(A). The Promoter is the absolute and lawful owner of [*Plot No.* _____, _____ (*Location*), *R.S. No. / T.S. No.* _____, *Ward* _____, *Block* _____, _____ *Village*, _____ *Municipality / Commune Panchayat*, _____ (*Region*)] _____ totally admeasuring _____ square meters ("**Said Land**") *vide* sale deed(s) dated _____ registered as documents no. _____ at the office of the Sub-Registrar of _____;

[OR]

_____ ("**Owner**") is the absolute and lawful owner of [*Plot No.* _____, _____ (*Location*), *R.S. No. / T.S. No.* _____, *Ward* _____, *Block* _____, _____ *Village*, _____ *Municipality / Commune Panchayat*, _____ (*Region*)] _____ totally admeasuring _____ square meters ("**Said Land**") *vide* sale

deed(s) dated _____ registered as documents no. _____ at the office of the Sub-Registrar of _____. The Owner and the Promoter have entered into a [collaboration/development/joint development] agreement dated _____ registered as document no. _____ at the office of the Sub-Registrar of _____;

- (B). The said Land is earmarked for the purpose of building a [residential / mixed / commercial / any other purpose] project, comprising of _____ multi-storied apartment buildings and [*insert any other components of the Projects*] and the said project shall be known as ` _____ ' ("**Project**");

[OR]

The said Land is earmarked for the purpose of plotted development of a [residential / mixed / commercial / any other purpose] project, comprising _____ plots and [*insert any other components of the Projects*] and the said project shall be known as ` _____ ' ("**Project**"):

Provided that where land is earmarked for any institutional development, 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.

- (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 _____ Planning Authority has granted the permission to develop the Project *vide* approval dated _____ bearing building permit no. _____ [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 apartment, plot or building, as the case may be, [annexed hereto in **schedule G**] from _____ 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 apartment in the Project *vide* application no. _____ dated _____ and has been allotted apartment no. _____ having carpet area of _____ square feet, type _____, on _____ floor in [tower/block/building] no. _____ ("**Building**") along with garage/covered parking no. _____ admeasuring _____ square feet in the _____ [*Please insert the location of the garage/covered parking*], as 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 "**Apartment**" more particularly described in **schedule A** and the floor plan of the apartment is annexed hereto and marked as **schedule B**);

[OR]

The Allottee had applied for a plot in the Project *vide* application no. _____ dated _____ and has been allotted plot no. _____ having area of _____ square feet and plot for garage/covered parking admeasuring _____ square feet (*if applicable*) in the _____ [*Please insert the location of the garage/closed parking*], 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**);

- (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). _____
[Please enter any additional disclosures/details]
- (J). The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project;
- (K). The Parties, relying on the confirmations, representations 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;

- (L). In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the [Apartment/Plot] and the garage/covered parking (if applicable) as specified in Para G;

NOW THEREFORE, in consideration of the mutual representations, covenants, assurances, promises and agreements contained herein and other good and valuable consideration, the Parties 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 [Apartment/Plot] as specified in para G;

- (1.2.) The Total Price for the [Apartment/Plot] based on the carpet area is Rs. _____ (Rupees _____ only ("**Total Price**") (Give break up and description):

| | |
|---|------------------------------------|
| Block/Building/Tower no. _____ Apartment no. _____ Type _____ Floor _____ | Rate of Apartment per square feet* |
| | |
| Total price (in Rupees) | _____ |

*Provide breakup of the amounts such as cost of apartment, cost of exclusive balcony or verandah areas, cost of exclusive open terrace areas, proportionate cost of common areas, preferential location charges, taxes, maintenance charges as per para 11 etc., if/as applicable.

[AND] [if/as applicable]

| | |
|----------------------------|-------------|
| Garage/Covered parking - 1 | Price for 1 |
|----------------------------|-------------|

| | |
|----------------------------|-------------|
| Garage/Covered parking – 2 | Price for 2 |
| | |
| Total price (in Rupees) | _____ |

OR

| | |
|------------------------------|------------------------------|
| Plot No. _____ Type _____ | Rate of plot per square feet |
| | |
| Total price (in Rupees) | _____ |

*Provide breakup of the amounts such as cost of plot, proportionate cost of common areas, taxes, maintenance charges as per para 11 etc., if/as applicable.

[AND] [if/as applicable]

| | |
|----------------------------|-------------|
| Garage/Covered parking - 1 | Price for 1 |
| Garage/Covered parking – 2 | Price for 2 |
| | |
| Total price (in Rupees) | _____ |

Explanation:

- (i). The Total Price above includes the booking amount paid by the allottee to the Promoter towards the cost of the [Apartment/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 Promoter, by whatever name called) upto the date of handing over the possession of the [Apartment/Plot] to the allottee and the project to the association of allottees or the competent authority, as the case may be, after obtaining the 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;

(1.3.) 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 ____% 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 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.

(1.7.)*[Applicable in case of an apartment]* The Promoter shall confirm to the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate is granted by the 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 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.

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

- (i). The Allottee shall have exclusive ownership of the [Apartment/Plot];
- (ii). The Allottee shall also have undivided proportionate share in the Common Areas. Since the share / interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. 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;

(1.9.) 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 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 apartment 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 apartment 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 [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 _____.

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 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 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 apartment applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS:-

The Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding of the allottee against the [Apartment / Plot], if any, in his/her name and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any 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 [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 C**].

6. CONSTRUCTION OF THE PROJECT/ APARTMENT:-

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.

7. POSSESSION OF THE APARTMENT/PLOT:-

(7.1.) **Schedule for possession of the said [Apartment/Plot]:** The Promoter agrees and understands that timely delivery of possession of the [Apartment/Plot] to the allottee and the common areas to the association of allottees or the competent authority, as the case may be, is the essence of the Agreement. The Promoter assures to hand over possession of the [Apartment/Plot] along with ready and complete common areas with all specifications, amenities and facilities of the project in place on _____, unless there is 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 [Apartment/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 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 fulfilment 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.

(7.3.) Failure of Allottee to take Possession of [Apartment/Plot]: Upon receiving a written intimation from the Promoter as per para 7.2, the Allottee shall take possession of the [Apartment/Plot] from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the [Apartment/Plot] to the allottee. In case the Allottee fails to take possession within the time provided in para 7.2, such Allottee shall continue to be liable to pay maintenance charges as specified in para 7.2.

(7.4.) **Possession by the Allottee** - After obtaining the occupancy certificate 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 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;
- (viii). The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said [Apartment/Plot] to the Allottee in the manner contemplated in this Agreement;

- (ix). At the time of execution of the conveyance deed, the Promoter shall handover lawful, vacant, peaceful, physical possession of the [Apartment/Plot] to the Allottee and the common areas to the association of allottees or the competent authority, as the case may be;
- (x). The 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 completion certificate has been issued and possession of apartment, plot or building, as the case may be, along with common areas (equipped with all the specifications, amenities and facilities) has been handed over to the allottee 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 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 [Apartment/Plot] to the Allottee within the time period specified in Para 7.1 or fails to complete the project within the stipulated time disclosed at the time of registration of the project with the Authority. For the purpose of this Para, 'ready to move in possession' shall mean that the [Apartment / 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 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 construction 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 [Apartment / 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 [Apartment/Plot] which shall be paid by the promoter to the allottee within forty-five days of it becoming due.

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

- (i). In case the Allottee fails to make payments for ____ consecutive demands made by the Promoter as per the Payment Plan **[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 ____ consecutive months after notice from the Promoter in this regard, the Promoter shall cancel the allotment of the [Apartment/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 APARTMENT / PLOT:-

The Promoter, on receipt of Total Price of the [Apartment/Plot] as per Para 1.2 under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the [Apartment/Plot] together with proportionate indivisible share in the Common Areas to the allottee within 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 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 BUILDING / APARTMENT / 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 association of allottees or the competent authority, as the case may be, as per the local laws from the date of issuance of the occupancy certificate at reasonable charges from the allottees.

[Insert any other clauses in relation to maintenance of project, infrastructure and equipment]

12. DEFECT LIABILITY:-

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the agreement for sale relating to such development is brought to the notice of the Promoter within a period of 5 (five) years by the Allottee from the date of handing over possession of the [Apartment / Plot] and the common areas, 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 TOTAL MAINTENANCE CHARGES:-**

The Allottee hereby agrees to purchase the [Apartment/Plot] on the specific understanding that his/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 APARTMENT FOR REPAIRS:-

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

15. USAGE:-

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

16. GENERAL COMPLIANCES:-

(16.1.) WITH RESPECT TO THE APARTMENT:

(16.1.1.) Subject to Para 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the Apartment at his/her own

cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the [Apartment/Plot], or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Apartment and keep the Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.

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

(16.1.3.) The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter by the association of allottees and/or maintenance agency appointed by association of allottees. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

(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 [Apartment/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 [Apartment/Plot/Building] and if any such mortgage or charge is made or created, then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such [Apartment/Plot/Building].

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 _____ (specify address of the concerned officer of the Sub-Registrar) as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 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 apartment/plot/building, 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 [Apartment / Plot] and the Project shall equally be applicable to and enforceable against and by any subsequent Allottees of the [Apartment/Plot], in case of any transfer, as the said obligations also pass along with the [Apartment/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 carpet area of the [Apartment/Plot] bears to the total carpet area of all the [Apartments/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 _____ after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar at _____ (specify address of the concerned officer of the Sub-Registrar). Hence this Agreement shall be deemed to have been executed at _____.

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:

_____ Name of Allottee

_____ (Allottee Address)

M/s _____ Promoter name

_____ (Promoter Address)

It shall be the duty of the Allottee and the promoter to inform each other, 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 apartment, plot or building, as the case may be, prior to the execution and registration of this Agreement for Sale of such apartment, plot or building, as the case may be, shall not be construed to limit the rights and interests of the allottee under the Agreement for Sale or under the Act or 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.

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

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

SIGNED AND DELIVERED BY THE 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) _____

Name _____

Address _____

At _____ on _____ in the presence of:

WITNESSES:

1. Signature _____

Name _____

Address _____

2. Signature _____

Name _____

Address _____

SCHEDULE 'A' - PLEASE INSERT DESCRIPTION OF THE [APARTMENT/PLOT] AND THE GARAGE/COVERED PARKING (IF APPLICABLE) ALONG WITH BOUNDARIES IN ALL FOUR DIRECTIONS

SCHEDULE 'B' - FLOOR PLAN OF THE APARTMENT & ASSIGNED CAR SPACE (APARTMENT) OR LAYOUT PLAN OF THE PROJECT (PLOTTED DEVELOPMENT)

SCHEDULE 'C' - PAYMENT PLAN BY THE ALLOTTEE

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

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

SCHEDULE 'F' – BUILDING PLAN / LAYOUT PLAN PERMIT GRANTED BY _____ PLANNING AUTHORITY

SCHEDULE 'G' – APPROVED BUILDING PLAN / LAYOUT PLAN OF THE PROJECT BY _____ 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].

(S. THAMMU GANAPATHY)
DEPUTY SECRETARY TO GOVERNMENT (HOUSING)

To
The Director,
Directorate of Stationery and Printing,
Puducherry.

Copy to:

1. The Chief Town Planner, Town and Country Planning Department, Puducherry.
2. CRB.
3. G.O. file / spare.