

Agreement for Sale

THIS AGREEMENT for Sale is executed at on this,

By and Between:

- (i) **1) Joseph P Isaac (PAN AAEPI7247M) son of Late P.I Isaac aged 52 years residing at Palal House, T.C.9/583, Jawahar Nagar, Kawadiar P O, Shasthamangalam, Thriuvananthapuram – 695003 (Addhar Card No.4608 1681 4312) 2) Joseph Mathew (PAN ADLPM2225R) son of Late P.I.Mathew aged 53 Years residing at Palal House, Golden waters. Chulliyat Lane, Kadavanthra P O Ernakulam – 682020 (Addhar Card No.9261 1954 9958) and 3) George Mathew (PAN ABTPM9029R) son of Late P.I.Mathew aged 50 Years residing at Palal House, Arangath Cross Road, Ernakulam – 682018 (Addhar Card No.7959 2324 6111) hereinafter together referred to as 'LAND OWNERS' (which expression shall wherever the context so permits mean and include his successors in interest, legal representatives, administrators and assigns)**
- (ii) **Palal Realty, (PAN AAPFP2434C) a partnership firm having it office at Poovathankavil Garden, Subhash Chandra Bose Road, Vyttila P.O Ernakulam – 682019, represented by its Partner Mr. George Mathew (PAN ABTPM9029R) son of Late P.I.Mathew aged 50 Years residing at Palal House, Arangath Cross Road, Ernakulam – 682018 (Addhar Card No.7959 2324 6111) vide resolution dated 20/10/2020, hereinafter referred to as the 'PROMOTER', (which expression shall wherever the context so permits mean and include its successors in interest, legal representatives, administrators and assigns), on the one hand**

- (iii) ... the "**ALLOTTEE**" (which expression shall wherever the context so permits mean and include his successors in interest, legal representatives, administrators and assigns) on the other hand.

Whereas:

- A.** The Land Owner is the absolute and lawful owner of 124.587Ares (307.85 Cents)(more particularly described in Schedule 'A' hereto) in Survey No. 384/3, 384/4 of Kakkanad Village, Kanayannur Taluk vide Partition deed No.2441/2015, which is registered in the revenue records under Thandaper Nos.15537 and 14826 of the said Village, will of late P. I. Isaac, registered as No. 96/2009, Pattom sub registry and will of Late P. I. Mathew, registered as No. 165/2015, Puthencruz sub registry

The Land Owner and the Promoter have entered into a sale agreement dated 28/09/2020 registered as document number 1831/2020 and 1832/2020 at the office of the Thrikkakara Sub Registrar;

- B.** The said Schedule 'A' land is earmarked for the purpose of plotted development of a residential project comprising plots and villas and the said project shall be known as "**THE MATEO**";
- C.** The Promoter and Land Owner are fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Land Owner regarding the said land on which the Project is to be constructed, have been completed;
- D.**
- (i) The Promoter has obtained the final layout plan approval for the project from Thrikkakkara Municipality bearing no. BA-496/19-20 dated 01/10/2020
- E.** The Promoter has registered the Project under the Provisions of the Act with the Kerala Real Estate Regulatory Authority at Thiruvananthapuram on ... under Registration No.;
- F.** The Allottee has applied for a Plot in the project vide application dated, and has been allotted plot no. with the following particulars, as permissible under the applicable law and pro rata share in common land ("Common Land");

- (i) Plot No. : (hereinafter referred to as the "Plot" more particularly described in Schedule 'B')
- (ii) Area of the Plot : sq. metres
- (iii) Undivided share : undivided share in ares of common land in common land (more particularly described in Schedule "C")

G. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein.

H. ... (additional disclosures/details) NIL

I. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc. applicable to the Project;

J. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;

K. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Landowner and Promoter hereby agree to sell and the Allottee hereby agrees to purchase the plot as specified in para F;

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

1. TERMS:

1.1 Subject to the terms and conditions as detailed in this Agreement, the Promoter/ Landowner agrees to sell to the Allottee and the Allottee hereby agrees to purchase, the Plot as specified in para F supra.

1.2 The Total Price for the Plot is Rs. _____ (Rupees _____ only) ("**Total Price**")

- a. Cost of the Plot :
- b. Cost of undivided share of common land :
-
- Total :
- =====

Explanation:

- (i) The Total Price above includes the booking amount paid by the allottee to the Promoter;

1.3 The Total Price is escalation-free.

1.4 The Allottee(s) shall make the payment as per the payment plan set out in "**Payment Plan**" below:

On or before	: Rs.
On or before	: Rs.

1.5 The Promoter may allow, at its sole discretion, a rebate for early payments of instalments payable by the Allottee. 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 layout plans in respect of the Plot or common land, without the previous written consent of the Allottee. Provided that the Promoter may make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act.

Provided further that the Promoter shall have the option to combine an un allotted Plot with adjacent un allotted Plot or Plots, or a part thereof. This shall be done without altering any of the Common Areas in the layout approved by the competent authority.

Provided further that the Promoter shall have the option to subdivide an un allotted Plot into smaller Plots by providing additional access roads, if necessary. This shall be done without altering any of the common Areas in the layout approved by the competent authority.

1.7 The Promoter shall confirm the final plot area prior to execution of sale deed for the plot, by furnishing details of the changes, if any, in the plot area and proportionate common land. The total price payable for the plot area and proportionate common land shall be recalculated upon confirmation by the Promoter. If there is any reduction in the plot area or proportionate common land within the defined limit, then Promoter shall refund the excess money paid by Allottee prior to execution of the sale deed for the plot. If there is any increase in the plot area or proportionate common land allotted to Allottee, the Promoter shall demand that from the Allottee prior to execution of the sale deed for the plot. All these monetary adjustments shall be made at the same rate per sq.mtr/sq.ft. as agreed in Clause 1.2 of this Agreement.

- 1.8 Subject to clause 9.3, the Promoter agrees and acknowledges that the Allottee shall have the right to the Plot and proportionate common land as mentioned below:
- (i) The Allottee shall have exclusive ownership of the Plot;
 - (ii) The Allottee shall also have undivided proportionate share in the Common Land. Since the share/interest of Allottee in the Common Land is undivided and cannot be divided or separated, the Allottee shall use the Common land along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them.
- 1.9 It is made clear by the Promoter and the Allottee agrees that the Plot shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project 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.
- 1.10 The Promoter agrees to pay all outgoings before transferring the physical possession of the Plot to the Allottee, which it has collected from the Allottees, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the project). If the Promoter fails to pay all or any of the outgoings collected by it from the Allottees or any liability, mortgage loan and interest thereon before transferring the Plot to the Allottee, the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken 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 and proportionate share in Common Land 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, as may be demanded by the Promoter within the time and in the manner specified herein:

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, the Allottee shall make all payments, on demand by the Promoter, within the stipulated time as mentioned in the Payment Plan through A/ c Payee cheque/demand draft 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 and Rules and Regulations made thereunder or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

3.2 The Promoter accepts no responsibility in this regard. 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, if any, in his/her name as the Promoter may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

5. **TIME IS ESSENCE:**

- 5.1 Time is of essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule, stated herein, for handing over the Plot. 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 as provided in the **Payment Plan**.

6. **POSSESSION OF THE PLOT:**

- 6.1 **Schedule for possession of the said Plot:** The Promoter agrees and understands that timely delivery of possession of the Plot is the essence of the Agreement. The Promoter, based on the approved plans, assures to hand over possession of the Plot on _____, unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project ("**Force Majeure**"). If, however, the completion of the Project is delayed due to Force Majeure conditions, then the Allottee agrees that the Promoter shall be entitled to extension of time for delivery of possession of the Plot provided that such conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the matter shall be referred to the adjudicating officer appointed under the Act.

The obligation of the Promoter to hand over possession to the Allottee is subject to the receipt of the full payment specified in clause 1.2 and as per the Payment Plan.

- 6.2 **Procedure for taking possession:** The Promoter shall give possession of the Plot to the Allottee upon execution of the sale deed for the plot and the proportionate share in Common Land. 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.
- 6.3 **Failure of Allottee to take Possession of Plot:** Upon execution of sale deed for the plot and proportionate share in common land, 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.

- 6.4 **Possession by the Allottee:** After handing over physical possession of the Plot to the Allottee, it shall be the responsibility of the Promoter to hand over the necessary documents and plans to the Allottee.
- 6.5 **Cancellation of Agreement:** By Allottee – The Allottee shall have the right to cancel/withdraw his allotment in the Project as provided in the Act. Provided that where the Allottee proposes to cancel/withdraw from the project due to no fault of the Promoter, the promoter herein is entitled to forfeit the booking amount paid for the allotment. The balance amount of money paid by the allottee shall be returned by the Promoter to the Allottee within 45 days of such refund becoming due subject to the execution and registration of the cancellation deed at the cost and expense of the Allottee.

Provided that the refund of such amounts shall become due only after re-allotting the unit to a new Allottee.

Provided further that if the Allottee has availed a loan from a financial institution under a tri-partite agreement with the Promoter, then the refund to the Allottee will be made only after clearing the dues of the financial institution.

- 6.6 **Compensation:** The Promoter/Land Owner shall compensate the Allottee in case of any loss caused to him due to defective title of the land, on which the project is being developed or has been developed, in the manner as provided under the Act and the claim for compensation under this section 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 herein; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Promoter shall be liable, on demand to the Allottees, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Plot, with interest at the rate specified in the Rules within 45 days of such withdrawal. Provided where the Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee interest at the rate specified in the Rules for every month of delay, till the handing over of the possession of the Plot.

7. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER / LANDOWNER:

The Promoter/Landowner hereby represents and warrants to the Allottee as follows:

- (i) The Land Owner 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 with respect to the said Land, Project or the Plot;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and plot are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said plot and common land;
- (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 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 plot and proportionate share in common land 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 Schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Schedule Property;
- (xi) The 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;
- (xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoter in respect of the said Land and/or the Project.

8. EVENTS OF DEFAULTS AND CONSEQUENCES:

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

- (i) Promoter fails to provide possession of the Plot to the Allottee within the time period specified. For the purpose of this agreement, "possession" shall mean that the plot shall be vacant and clearly demarcated;
- (ii) Discontinuance of the Promoter's business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made thereunder.

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

- (i) Stop making further payments to Promoter as demanded by the Promoter. If the Allottee stops making payments, the Promoter shall correct the situation and only thereafter the Allottee be required to make the next payment without any penal interest; or
- (ii) The Allottee shall have the option of terminating the Agreement in which case the 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 specified in the Rules within forty-five days of receiving the termination notice, subject to the execution and registration of a cancellation deed.

Provided that where an Allottee does not intend to withdraw from the project or terminate the Agreement, he shall be paid, by the promoter, interest at the rate specified in the Rules, for every month of delay till the handing over of the possession of the Plot.

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

- (i) In case the Allottee fails to make payments for demands made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard, the Allottee shall be liable to pay interest to the Promoter on the unpaid amount at the rate specified in the Rules.
- (ii) In case Default by Allottee, under the condition listed above, continues for a period beyond two consecutive months after notice from the Promoter in this regard, the Promoter may cancel the allotment of the Plot in favour of the Allottee and refund the amount paid to him by the allottee after deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated. Provided further that the refund of the advance paid by the Allottee will be made only on execution and registration of the cancellation deed and the refund shall become due only after re-allotting the unit to a new Allottee.

9. **CONVEYANCE OF THE SAID PLOT:**

The Promoter, on receipt of complete amount of the Price of the Plot under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the Plot together with proportionate indivisible share in the Common Land within one month from the completion of all payments due to the Promoter. However, in case the Allottee fails to deposit the stamp duty, registration charges and all other incidental and legal expenses etc. so demanded within the period mentioned in the demand letter, the Allottee authorizes the Promoter to withhold registration of the conveyance deed in his/her favour till full and final settlement of all dues and stamp duty and registration charges to the Promoter is made by the Allottee. The Allottee shall be solely responsible and liable for compliance of the provisions of Kerala Stamp Act, 1959 including any actions taken or deficiencies/penalties imposed by the competent authority (ies).

10. GENERAL COMPLIANCE WITH RESPECT TO THE PLOT:

The Allottee shall not do or suffer to be done anything in the plot or any of the common land, which may be in violation of any laws or rules of any authority. The Allottee further undertakes, assures and guarantees that he/she would not put any sign-board, neon light, publicity material or advertisement material etc. on the plot or anywhere on the common land. Further the Allottee shall not store any hazardous or combustible goods in the Plot or common land. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

The Allottee so as to bind himself, his successors-in-interest, heirs, legal representatives, executors, administrators and assigns with the consideration of promoting and protecting his rights as the owner of the plot and in consideration of the covenants binding on the Allottees of other undivided interest in the property described in Schedule "C" hereto do hereby agree to be bound by the following covenants:

- Not to carry on any trade or business offensive in nature or which may become nuisance or danger to the owners of the other premises or to the owners or occupiers of the neighboring property or which may depreciate the value of properties or building or any part thereof.
- Not to use the space in the land described in Schedule "C" herein, for parking any heavy vehicle or to use the same in any manner, which might cause hindrance for the free ingress to or egress from any other part of the constructions.

11. RIGHTS ACKNOWLEDGED BY THE ALLOTTEE:

- Full right and liberty for all persons who along with the Allottee own the land described in Schedule "C" hereto (together with all persons authorized or permitted by such persons), at all times by day or by night and for all purposes to go, pass and re-pass the common roads within the project.
- The free uninterrupted passage of running water, soil, gas and electricity, from and to the Plot through the sewers, drains, water course, pipes and wires which may now or at any time hereafter be in, under or passing through any part of the project.

- Right of passage for persons referred to above, their agents or workmen to parts of the Common land at all reasonable times, on notice to enter, for the purpose of repairing cleaning, maintaining or renewing any such sewers, drains and water courses, cables, pipes and wires causing as little disturbance as possible and making good any damages caused.
- The right to do all or any other acts aforesaid without notice in case of emergency.

12. **COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY ALLOTTEE:**

The Allottee is entering into this Agreement for the allotment of the Plot with the full knowledge of all laws, rules, regulations, notifications applicable to the Project in general and this project in particular.

13. **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 or common land 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.

14. **BINDING EFFECT:**

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned 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.

15. **ENTIRE AGREEMENT:**

This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Plot, as the case may be.

16. **RIGHT TO AMEND:**

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

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

18. **WAIVER NOT A LIMITATION TO ENFORCE:**

18.1 The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee in not making payments as per the Payment Plan 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.

18.2 Failure on the part of the Promoter 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.

19. **SEVERABILITY:**

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

20. **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 the Project, the same shall be equal among all allottees in the project

21. **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.

22. **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, the Landowner and the Allottee, in KOCHI . After the Agreement is duly executed by the Allottee and the Landowner and Promoter or simultaneously with the execution, the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at office of the Sub Registrar, Thrikkakara.

23. **NOTICES:**

That all notices to be served on the Allottee, the Landowner 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 or to their e-mail addresses specified below :

Name of Allottee : _____

(Allottee Address) : _____

Email : _____

Landowner name : _____

(Landowner Address) : _____

Email : _____

Promoter name : M/s _____

(Promoter Address) : _____

Email : _____

It shall be the duty of the Allottee, the Landowner and the Promoter to inform each other of any change in address, subsequent to the execution of this Agreement in the above address, by Registered Post/E-mail, failing which all communications and letters posted at the above address shall be deemed to have been received by the Landowner, the Promoter or the Allottee, as the case may be.

24. **JOINT ALLOTTEES:**

That in case there are Joint Allottees all communications shall be sent by the Promoter/Landowner to the Allottee, whose name appears first and at the address given by him/her, which shall for all intents and purposes be considered as properly served on all the Allottees.

25. **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 laws of India for the time being in force.

26. **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.

27. This Agreement is executed in Duplicate and the Original will be kept by the Allottee and the Duplicate by the Promoter.

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 witnesses, signing as such on the day first above written.

SIGNED AND DELIVERED BY:

ALLOTTEE: (INCLUDING JOINT BUYERS)

(1) _____

(2) _____

PROMOTER:

(Authorized Signatory)

LAND OWNER:

(1) _____

(2) _____

WITNESSES:

1. Signature _____

Name _____

Address _____

2. Signature _____

Name _____

Address _____

LIST OF SCHEDULES

Schedule	Description
A	Details of the whole land on which the project is proposed.
B	Details of the Plot
C	Details of Common Land
D	Layout plans of the project