

CONSTRUCTION AGREEMENT

THIS AGREEMENT OF CONSTRUCTION MADE AND EXECUTED ON THIS ___TH DAY OF _____
made at Palakkad.

BY AND BETWEEN M/s. HANCO Property Developers Private Limited, "Janaki Kripa", Mani Iyer Road, Chathapuram Junction, Kalpathy P O, Palakkad – 678 003, represented by its Managing Director herein after referred to as the DEVELOPER (which expression shall hold and include their Legal Representatives, Administrators, Executors and Assigns)

AND

Mr _____, aged ___ years and residing at _____ hereinafter referred to as the PURCHASER (which expression shall hold and include his/her/their Heirs, Successors, Executors, Legal Representatives, Administrators and Assigns) of the OTHER PART.

WHEREAS the OWNER has applied for and secured the plan approval and licence from the _____, _____, Palakkad in _____ for the proposed multi storied residential apartments, which is to come up in the land set out in Schedule-A hereunder, to be called and known as _____

WHEREAS the PURCHASER has approached the DEVELOPER, with a request to construct for him/her/them at his/her/their cost, a Dwelling Unit in the form of a Flat/Apartment along with other co-purchasers;

WHEREAS the DEVELOPER has agreed to construct a Dwelling Unit/Flat for the PURCHASER, as specified in Schedule-C on the BASIS OF THE PURCHASER HAVING AGREED TO BUY a proportionate undivided share in Schedule-A property, which is set out in Schedule-B hereunder and also abide by the terms and conditions set out hereunder;

Whereas the parties hereinto have agreed and bind themselves to adhere, to and act on the following terms and conditions;

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. That the DEVELOPER doth hereby agree and undertake, for a total consideration of **Rs. _____/- (Rupees _____)** computed at the rate of **Rs. _____/- per sq. ft.** plus applicable statutory taxes, to construct for the PURCHASER a Residential Flat of super built up area measuring _____ **sq. ft** in Multi Storied project known as "MOUNTAIN MIST", along with exclusive car parking at a cost of **Rs. _____/- (Rupees _____)** and the said flat and car park are more particularly described in the Schedule- C hereunder and hereinafter referred to as the UNIT, as the contractor for several parties who hold or may hereafter hold with the PURCHASER

an undivided share in the land described in Schedule-A, which share is described in Schedule-B hereunder and hereinafter referred to as the said property.

2. The PURCHASER has purchased/Undertakes to purchase from the owner, an undivided share, Title and interest in the land more fully described in Schedule-A, as described in Schedule-B, for a consideration of **Rs. _____/- (Rupees _____)** (which is also included in the price mentioned in clause 1 Supra), subject to the terms and condition to be set out herein below.

3. The PURCHASER also undertakes to pay a sum of Rs _____/- (Rupees _____) towards deposits for obtaining water and electricity connections from KWA and KSEB respectively and further undertake to pay a sum of Rs _____/- (Rupees _____) towards Corpus Fund as has been included in the total cost shown in Payment Schedule in clause 4 hereunder.

4. The total cost of the construction of the Unit, as set out in Schedule-C hereunder inclusive of the cost of the Undivided share set out in Schedule-B, shall be paid by the PURCHASER in the following manner.

<u>PAYMENT SCHEDULE</u>		
On execution of the agreement	25%	1
Rest as per the project size		
Total	100%	
Rs		

CHARGES PAYABLE ALONG WITH THE FINAL INSTALLMENT

TENTATIVE MAINTENANCE CHARGES FOR ONE YEAR	Rs.
TOTAL	Rs

OTHER CHARGES TO BE PAID ON DEMAND

TAXES Taxes includes VAT, Service Tax and Workers Welfare Fund	As applicable
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REGISTRATION AND STAMP DUTY CHARGES (at actual)

As applicable

5. That the PURCHASER doth hereby undertake to pay a sum of Rs /- (Rs _____) towards tentative maintenance charges for one year from the date of handing over, in addition to the payment under clause 4 above.
6. The PURCHASER further undertakes to bear and pay all taxes including VAT, Service Tax and Construction Workers Welfare Fund Tax at prevailing rates as per the provisions of relevant statutes.
7. That the PURCHASER shall make the above payments through local Cheque or Demand Draft drawn in favor of M/s HANCO Property Developers Private Limited and payable at Palakkad. For payments received by outstation Cheques the Collection charges DEBITED by the banks will be charged to the PURCHASERS account.
8. The DEVELOPER may at his discretion on such terms and conditions prescribed by the DEVELOPER may agree to allow a grace period of 30 days to cover unforeseen delay for the payment of installment amount due by the PURCHASER. If the payment is not received by the DEVELOPER even after the extended Grace, the PURCHASER shall be bound to pay interest at rate of 12% per annum for the belated payment.
9. In the event of the PURCHASER failing to pay the said sums due under this agreement in manner provided herein the DEVELOPER reserves the right to cancel the agreement and also stop all construction activities in the respective apartment.
10. In the event of cancellation of the agreement by the DEVELOPER due to the non-payment of the installments by the PURCHASER, the PURCHASER shall be entitled to receive only the actual amount paid without any interest after deducting 10% of the total payments made by the PURCHASER towards documentation and other charges. And the amounts payable to the Purchaser on cancellation would be paid by the DEVELOPER after re-allotting the apartment to any third party,
11. That in the event of finance being sought by the PURCHASER by creating charge/lien in the property (save those charges to the DEVELOPER) the same shall be paid directly by the financial institution to the DEVELOPER. The DEVELOPER shall not be responsible for any default on the part of the PURCHASER in repayment of amount dues to any financing company or individual on such loan availed by him for purchasing the apartment.
12. The specification of the Schedule-C flat to be constructed by the DEVELOPER as well as the common amenities to be provided in the proposed development, are as set out in Annexure I, which shall form part and parcel of this agreement. If the PURCHASER want/s any deviations in the construction to be put up in the Schedule-C flat or want/s any additions etc. he/she/they must make a request to the DEVELOPER, who may at their discretion and if feasible, effect such deviations, extra constructions or

changes upon payment in advance of the cost involved for such deviations, extra construction, changes etc. by the PURCHASER.

13. The PURCHASER understands and agrees that the DEVELOPER, at their discretion, can make necessary changes during the execution in dimensions, specifications and/or position, location of the common amenities/common areas within the project site including changes affected as per Government direction or Technical requirement. The PURCHASER is aware that the details furnished in the brochure given by the DEVELOPER is only for information and not forming part of an offer whatsoever in nature and the PURCHASER covenants not to raise any objections or claims in future on this account.

14. The PURCHASER shall not question, interfere with or obstruct the DEVELOPER in carrying out the construction work or their workers engineers, or their men or agents engaged in such construction work nor shall be entitled to, insist or stipulate any change in the specification, design, plan, amenities or materials and fittings provided by the DEVELOPER, other than the ones permitted by the DEVELOPER as per their policies.

15. That the PURCHASER shall have no right to hinder the progress of construction of building complex on the property described in Schedule-A hereto.

16. In the event of any levy of Sales Tax, works contract taxes, Cess or any other Tax in any other forms being levied on the construction activity, the same shall be charged to the account of the PURCHASER, who shall bear and pay the same for his/her unit. The consideration stated in para 1 above does not include the taxes and levies payable to Government and other authorities, in this regard.

17. The PURCHASER shall contribute pro-rata with other owners, for any levy of betterment or development of the land that may be levied by the _____ or Palakkad Municipality, Government or any other Public or Directorate of Town and Country Planning / Town Planning Authority.

18. It is further agreed that the PURCHASER shall bear and pay the stamp duty and registration fee that may be levied on this agreement in future or for any document that may be required to be executed in future as may be warranted due to change in law. It is further agreed that the PURCHASER shall also bear and pay the service tax and such other new taxes such as GST etc or any other forms as may be levied by the Government or any of its department /s in respect of any aspect of the proposed project.

19. The PURCHASER shall bear, contribute and pay proportionately for all and any deposits, expenses and levies for the purpose of securing electricity, water and sewage connections and also for securing the assessment for property tax by the corporation.

20. The PURCHASER shall pay all the amount dues as per this agreement, before he / she could claim or demand delivery of possession of the UNIT. The PURCHASER shall not assign, transfer or otherwise deal with the right or benefit of this agreement to anyone unless and until he has paid and cleared the entire consideration as per the Agreement and except in special cases where the DEVELOPER permits the same in writing on such condition and terms as may be stipulated by him.

21. The DEVELOPER shall endeavor to complete the construction and deliver possession of the UNIT to the PURCHASER on or before _____. The DEVELOPER shall not, however incur any liability or shall be held liable for any damages in the event of any delay and if he is not able to deliver possession, of the premises as aforesaid due to circumstances beyond their control or due to non-availability of steel or cement or any other building materials or by reason of strike, rain, war, civil, commotion, riots, act of god or in non-delivery of possession as the result of any order, rule or notification of for want of any order, rule or notification by any Court of Law or any Government agency and for public competent authority including the _____ or delay in assessment of the building by the _____. The DEVELOPER shall not incur any liabilities in the event of hostilities, rebellion any change will law or if any Government Authority decides to revoke any permit or if the DEVELOPER is unable to delivery possession due to circumstances which make the performance of this contract impossible.

22. The DEVELOPER hereby agrees that in the event of delay on his part in handing over possession of the UNIT otherwise that in the circumstances mentioned in Clause aforesaid, pay for the delayed period an interest of 18% for the amount paid so far, provided, that the PURCHASER makes the payment as per the payment schedule set out in clause 4 supra.

23. The DEVELOPER shall not be complained against nor held responsible for any delay on the part of the Municipal / Panchayath authorities in providing the Civic amenities like Electricity, Water Supply and sewage connections or the certificate of completion etc.,

24. If the PURCHASER desire to make any interior works whatsoever in nature in his apartment, it shall be allowed after the completion and handing over of the apartment to the PURCHASER, after settling all dues to the DEVELOPER. While undertaking such works PURCHASER shall ensure that no damage is caused to the common plumbing system, sewerage waste system and column load bearing structures which will affect the life of other residents in the building and safety of the building structure.

25. The PURCHASER shall, on receipt of possession of the UNIT from the DEVELOPER, become a member of the Association of Owners in the building and subject himself or herself to the Rules and By-Laws framed therefore and use the UNIT only for residential purpose and consistent with the rights of other owners and occupiers and use its drains, sewages, water supplies, power connection and other common amenities with care and diligence.

26. The PURCHASER shall bear the expenses, along with other UNIT owners, for the maintenance and repairs of sewage drains, water and power supplies, white washing, maintenance of common space, stair and other common area and amenities.

27. The PURCHASER shall enjoy and possess the UNIT peacefully and quietly without any act of waste or cause nuisance or hindrance to the other owners / occupants.

28. Nothing contained in these presents intended nor shall confer nor shall be construed to be a grant demise or assignment of any exclusive right or title on any common portions, open terrace, staircase

and vacant land around the buildings except such exclusive right / title conferred under the sale deed executed in favor of the PURCHASER.

29. The PURCHASER shall not make any alteration not put up any additional construction whatsoever on any portion of the building or on his / her UNIT. The plan and elevation of the premises shall not be altered by the PURCHASER in any manner whatsoever.

30. The DEVELOPER shall be liable to rectify only such defects in construction arising and complained of in writing with a period of ONE YEAR from the date of intimation of delivery of possession and not arising as a result of negligent use by the PURCHASER or wear and tear.

31. The PURCHASER shall perform and execute from time to time all further acts, deeds and things as may be reasonably required for duly implementing the terms of the agreement and for proper maintenance of the building and for common enjoyment by all the Purchasers in the Complex.

32. The PURCHASER hereby confirms that he has scrutinized the documents and satisfied himself about the marketability of title of the owners and shall not require any further proof or document, nor decline to pay the amount or wriggle out of this agreement and his / her commitments, on the score.

33. The PURCHASER, after paying the entire amount in full and performing all his obligations shall be entitled to exercise all right of Ownership on the flat, co ownership on the LAND and shall deal with the same as one unit and shall be bound by the terms of this agreement and rules and regulations and by-laws of the associations. The PURCHASER shall not deal with or transfer the UNIT and the undivided interest in the land, separately or to different persons.

34. As already stipulated the PURCHASER shall join and register himself as a member of the association, that is to be formed by the owners / users of the UNITS strictly abide by the rules, regulations and by-laws of the association which shall manage look after the building and land and the common area and amenities and installations, collect from the owners, the common expenses, outgoing and taxes that may be levied collectively and perform all other acts and things set out in the memorandum and such other acts as may be agreed upon by the members of the association.

35. The PURCHASER agrees and shall pay a sum of Rs. _____/- (Rupees _____) to the DEVELOPER (Apart from the consideration mentioned in clause 1 supra but mentioned in clause 3 supra) towards the corpus fund, which shall be deposited in a nationalized bank in the name of the association of the various purchasers of the UNITS. The interest accrued on such corpus fund may be withdrawn and utilized for the general / long term maintenance of the building.

36. In the event of any transfer / assignment / lease of the UNIT, such transferees / assignees / lessees shall also be bound by this agreement and rules and regulations of the association.

37. On securing delivery of possession of the UNIT, the PURCHASER shall be entitled to occupy and use the same strictly for residential purposes only. The PURCHASER shall not be entitled to subject the UNIT or use the same for any manufacturing, commercial or for that matter any non-residential activity.

38. The PURCHASER shall not put up any signboard, hoarding or paint any logo or sign on the exterior / outer wall of the UNIT or at any place in the premises.

39. All notices to be served on the PURCHASER shall be deemed to have been duly served if sent to the PURCHASER by prepaid post under certificate of posting to his address mentioned hereinabove.

40. That in the event of any dispute, whatsoever nature between the parties relating to this agreement in any matter whatsoever the same shall be decided by the arbitrator as per the provisions of Arbitration and Conciliation act, 1996. In the event of the arbitrator dying, neglecting or refusing to act or resigning or being unable to act for any reason or his award being set aside by the court for any reason it shall be lawful to appoint another arbitrator in place of the outgoing arbitrator as per the provision of arbitration and conciliation act 1996.

41. The name of the Multi Storied Project shall always remain as _____.

SCHEDULE OF PROPERTY

SCHEDULE-A

In Palakkad Registration District, _____ Sub Registration District, Palakkad Taluk, within the _____ Limits, in _____, Block No. _____ the total extent of _____, constituting _____ square feet, under Survey numbers _____ and within the following boundaries:

North by _____

South by _____

East by _____

West by _____

SCHEDULE-B

In the property described in **Schedule -A** above, an undivided _____ **Sq. ft** (_____ **cents**) of land.

SCHEDULE-C

The apartment / flat bearing unit **No.** _____ on the _____ **floor** of **Type “_”** having a super built up area of about _____ **sq. ft** along with **One (1) No.** of covered car parking space in the residential complex called “_____” to be constructed by the **DEVELOPER** above named and on the land set out and described in **Schedule -A** hereinabove and delineated on the plan hereto annexed and marked as **Annexure I**

ANNEXURE I

Specifications:

Flooring:	Granite flooring inside the apartment excluding the toilet area
Wall Tiles	Glazed tiles (Toilet dado up to 7' height, Kitchen dado up to 2' height above platform)
Toilet Tiles	Anti skid ceramic tiles
Wall	Walls will be built with clay bricks
Kitchen	Black granite platform with 2 stainless steel sinks – One in kitchen and another in the utility area
Doors	All the doors including the toilet doors with teak wood
Windows	UPVC “Fenesta” brand windows or made by teak wood with MS Grill
Door Fittings	Brass fittings for main doors and high quality stainless steel fittings for other doors
Elec Fittings	Fire proof modular switches made of Wipro / Crabtree or its equivalent
Sanitary	Hindware fittings with white colour
CP Fittings	Jaquar or its equivalent for bathroom and toilets
Power points	A/C power points for Living room and the bed rooms
Telephone	Points in the Living room and the bedrooms
TV	Points in the Living room and the bedrooms
Painting	For inner walls acrylic emulsion on putty and cement paint for exterior
Invertors	Provision will be provided

Additional Features:

Water Treatment Plant

Rain Water Harvesting

Sewage Treatment Plant

Bed Size Lift – KONE make

DG back-up for common area, lift and few designated points inside the apartments

IN WITNESS WHEREOF THE PARTIES HAVE SIGNED THIS DUPLICATION ON THE ___th DAY OF _____
2012 (each party retaining a copy), in the presence of witnesses who have signed herein below:

DEVELOPER

PURCHASER

WITNESS:

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