

DEED OF AGREEMENT

This Deed of Agreement is made aton the ----- day of -----, 20----- (-----
-----) of the Christian era;

BETWEEN

..... a company incorporated under the Companies Act. 1994/ a firm registered under the Companies Act, 1994 having its business office at,
represented by its Managing Director/Proprietor Mr/Mrs..
..... hereinafter called the **DEVELOPER/FIRST PARTY** (which expression where the context so admits will include its successor in office, administration, legal representatives and assigns) is the First Party of the **FIRST PART**.

AND

....., son/wife of, of present address at,
.....Dhaka and permanent address at,
.....Bangladesh, by profession
respectively, by religion Islam, by nationality Bangladeshi (by birth), hereinafter referred to as the Purchaser/Purchasers (which expression, unless repugnant to the subject or context, shall include their successors, executors, administrators, legal representatives and assigns) is/are the Purchaser(s)/Second Party/Parties of the **SECOND PART**.

WHEREAS the First Party is engaged in Real-Estate and Construction business and has proposed the Landowner(s) for construction of a...storied building on the schedule land of him/her/them.

AND WHEREAS subsequently the Landowner(s), i.e. entered into an Agreement with on for the construction of a storied Apartment building Project, on the Schedule Land, consisting of Apartments from to Floors and required Car-parking on the Floor together with common facilities of gate way, electricity, water, sewerage, path way, lift service, boundary wall, sanitation. roof-access, fire-protection, walk-up-stairs and security services, for every Apartment owner of the Project as per Standard Specifications.

AND WHEREAS the Landowner executed a registered Irrevocable General Power of Attorney in favour of the Developer bearing No. dated registered with the Sub-Registrar Office, empowering the Developer/First Party for the construction of a ...storied building on the Schedule land including powers to sell or otherwise dispose of the specified Apartments to different Purchasers and receiving all payments from such Purchasers.

AND WHEREAS the **Developer** undertook the construction of the said Apartment Building Project including the Car-ports and common facilities as per Layout Plan duly approved by the Rajdhani Unnayan Katripakkha (RAJUK) / Chittagong Development Authority (CDA) / Khulna Development Authority (KDA) / Rajshahi Development Authority (RDA).

AND WHEREAS, having examined the title deeds of the Land-owner and his Agreement with the **Developer** and the Prospectus, Plan, Designs and Specifications of the Project and being satisfied thereabout, the Purchaser(s) above named formally applied for allotment of an apartment and the **Developer**, accordingly, allotted **Apartment No.**, measuring approximately.....Square Feet on the. Floor together with the proportionate land(.....) Ajutansha of the Project Land and a Car-parking in the Semi Basement/Ground Floor subject to the terms & conditions hereinafter recounted;

NOW THIS INDENTURE WITNESSETH as follows: -

1. That the name of the Project shall be “.....” in consonance with the name and style of the Developer and the given name of Landowner(s).
2. That the Developer shall transfer and the Purchaser/Purchasers shall purchase **Apartment No.,measuringsquare feet on** the... Floor together with **proportionate land(.....)** **Ajutansha** of the Project-land as described in Schedule- hereto and a Car-port in the Basement or Ground Floor at a price hereinafter mentioned.
 - 2.1 That the cost of construction of the demised Apartment & Car-parking shall include, in addition to the cost of structural construction thereof, the proportionate cost of development of the project-site, construction of internal roads, passages, pavements, stairs, drains, under ground and over ground water reservoirs and installation of water supply line, lift, standby generator, sewerage line, gas supply pipeline and water lifting pumps with electric motors as per plan and standard specifications.
 - 2.2 That the **Developer** shall use the materials in the construction of the Project, particularly the Apartment of the Purchaser/Purchasers, with the fitting and fixtures as mentioned in the Prospectus and shall complete the construction with good workmanship.
 - 2.3 That the Purchaser/Purchasers shall pay the **Developer** a sum of **Tk.** (.....) only for the properties described in Schedule-... & ...below as the price of their allotted share of Project Land and as the cost of construction of Apartments, ...Car-parking(s) and common facilities as well as the service charges of the **Developer**.
3. That since, out of the payable sum of **Tk./- (Tk)** only, the **Purchaser/Purchasers** has/have already paid **Tk.(.....)** only as booking money and **Tk(.....)** **only** as down payment the receipt of which the **Developer** hereby acknowledges, the remaining amount of **Tk.(.....)** only shall be paid by the Purchaser/Purchasers to the **Developer** in the manner provided in the schedule of payment attached herewith as Annexure “A”. The said Annexure “A” is a part of this Agreement.
- 04.** Developer can cancel the allotment of the said apartment of the purchaser by 60(sixty) days notice by registered post for his/her/their failure of payment of installment money of the apartment. Upon cancellation of the allotment, the developer will refund the deposited money of the purchaser through account payee cheque within 90 (ninety) days from the date of the cancellation.

- 4.1** The Purchaser can avoid such cancellation by payment of the installment dues with 10% interest for the period of delay. But Developer can cancel the allotment of apartment of the purchaser by giving 60 (sixty) days notice if the purchaser again fails to pay the installment dues consecutively in three times.
- 05.** Developer will deliver the allotted apartment to the purchaser as per the schedule date of handover (inclusive of grace period). In case of delay in the handover of the allotted apartment the purchaser will be entitled to rental compensation as per market rate to be paid on a monthly basis compensation only provided the purchaser has paid all installments payable to the Developer within the due date. Provided further that of such delay in handover of the apartment is not due to circumstances beyond the control of the Developer such as natural disasters, political turmoil / disturbance, unusual / abnormal rise in the prices of building materials, delay in getting utility connection from the concerned authority or other force majeure.
- 06.** In case of abnormal increase in the prices of the construction materials in the market (more than 10%) the Developer may change the price escalation for the apartment. However, Developer must mention in a separate sheet the current prices of the various major construction materials which to be signed by both parties at the time of signing this Deed of Agreement and the Developer shall also justify the price escalation imposed on the purchaser by producing invoices of the major construction of the apartment allotted to the purchaser.
- 07.** Developer shall use the construction materials as specified in the brochure or this deed of agreement subject to the availability of such materials in the market. In case of non-availability of the specified material, the Developer shall use equivalent standard construction materials.
- 08.** If the Purchaser wishes to supply his own finishing materials to the Developer during construction of the apartment, then the Developer may accept this request of the customer if the construction schedule of the Developer so permit and provided the purchaser will have to supply the finishing materials as per the schedule date given by the Developer. If the purchaser fails to deliver the finishing materials as per the schedule date then the Developer may complete the work as per its standard specifications. In the even that the purchaser does supply his own finishing materials, he/she shall be entitled to a refund of the construction materials that he/she has substituted. The developer will have to refund upto 80% (eighty percent) of the price of the substituted construction materials to the purchaser. For all works done on the request of the purchaser beyond the standard specifications, the Developer may charge 25% (Twenty five percent) as service charge on the actual cost.
- 09.** In case the Developer fails to complete the project and handover the allotted apartment to the purchaser within the schedule time of completion excepting the circumstances beyond the control of the Developer such as natural disasters, political turmoil / disturbances abnormal rise in the prices of the building materials, delay in getting utility (viz. gas, electricity, water) connection from the concerned government authority or other force majeure, then the purchaser will be entitled to a fully refund of the amount paid by him/her to the Developer along with 10% interest. The Developer will make this refund along with the said interest to the purchaser within 06 (six) months of the demand being made by the purchaser in writing. The interest amount will only be payable to the purchaser(s) who

has/have paid the installment as per schedule. Provided that Developer will not have to pay compensation to the Purchaser if Developer and the Purchaser enters into a supplementary agreement for extending the period of handing over the apartment.

10. Developer can mortgage the apartment along with proportionate land allotted to the purchaser to a government approved bank or financial institution. However, the Developer must handover and register the apartment in favour of the purchaser absolutely on unencumbered basis clearing all loans and vacating all charges on the said property.
11. Developer shall not be held responsible for the failure of Government Agencies to provide the necessity utility services viz. electricity, gas, water & sewerage etc. However Developer has to prove that they did apply to the concerned government agency for the necessary utility services on time.
12. Developer shall not change or substitute the apartment allotted to the purchaser without his/her written consent.
13. After handing over the apartment to the purchaser, Developer shall give the purchaser maintenance services for a maximum period of one year and repairing services for two years for defect liability of construction work. A list of items for which Developer will provide such maintenance and repairing services to the purchaser.
14. The approximate gross area of the apartment as mentioned in this Deed of Agreement shall mean the area of the apartment measured from the outside perimeter of the apartment plus the proportionate share of the common area, that is, stair (normal & emergency), reception area, community room, prayer space, water reservoir and tank area, electrical sub-station area etc.
15. If the cancellation of allotment of apartment is made upon the written application of the purchaser then the Developer will refund the purchaser/purchasers' paid amount within 03 (three) months by deduction 10% of the same.
15. Developer will take the effective step toward utility connections e.g., Electricity, Gas, water and sewerage etc. in the apartment –building and hand over the apartment to the Purchaser only after settlement of all utility connections e.g., Electricity, Gas, water and sewerage and also Fire safety etc. system in the apartment-building.
17. Developer cannot take the excess money from the Purchaser for inclusion of the upgraded material if the term of this Agreement does not allow the same, provided this provision will not be effective if the both the parties is agreed to do so by executing a supplementary agreement .
18. Developer cannot diminish the facilities or alter the common space of the apartment-building deviating the approved plan.
19. **Developer**, if available, will arrange to install separate Metres for water, gas and electricity in the demised Apartment for and in the name of the Purchaser/Purchasers. The cost of installation, including the connection fees, security deposits and incidental charges relating thereto, will be initially paid by the **Developer** to the concerned authorities. The Purchaser/Purchasers shall reimburse the same to the **Developer** in proportion to their

share immediately after the incurring of such expenses as per the demand of the **Developer**.

20. **Developer**, being the lawful attorney of the Landowner, shall execute and register a Deed of Transfer and execute or endorse instruments ancillary thereto in favour of the Purchaser/Purchasers in respect of the undivided and undemarcated proportionate notional share of the Project Land allotted to the latter (vide Schedule-...). The costs and expenses at actual on account of preparation and processing of the documents, non-judicial stamps and cartridge papers, registration, all Taxes including AIT, Gain-tax, VAT payable by the Purchaser/Purchasers and all other incidental charges shall be payable exclusively by the **Purchaser/Purchasers** at least 15 (fifteen) days before execution and/or registration of such documents of transfer.
21. That the **Developer** shall formally deliver physical possession of the Apartment and Car-port of Purchaser's entitlement in their favor only after completion of the construction of the Project in all respects and receipt of all payments under this deal or Agreement between the parties hereto in full whichever is later. Possession shall be delivered under an instrument of delivery to be signed by the **Developer** and the **Purchaser/Purchasers**.
 - 21.1 That the **Developer** shall give a Notice in writing to the Purchaser/Purchasers to take vacant possession of the demised Apartment and Car-port within 30 (thirty) days of the dispatch of such notice.
 - 21.2 That the allotment of the Car-parking shall be made in accordance with the date of application of the Purchase for apartment after selecting the reservation of the Car-parking for the Land-Owner.
 - 21.3 That on Purchaser/Purchasers' failing to take possession within the time specified in the Notice, they shall be entitled to have formal possession of the demised Apartment and Car-parking(s) from the **Developer** within 60 (sixty) days from the date of the Notice on payment of Care taking Charge @ Tk. 100.00 (taka one hundred) only per day of delay after the said period of 30 days for protecting, guarding and care taking of the demised Apartment and Car-parking on Purchaser/Purchasers' behalf. After the expiry of the said period of 60 (sixty) days the **Developer** shall be absolved of every responsibility for giving possession and care taking of demised Apartment and Car-parking(s).
 - 21.4 That the **Developer** shall cease to have any connection with or responsibility for the Project or for any Apartment and Car-parking thereof after completion of construction and handing over possession, whichever is later, of all the Apartments and Car-parking(s) to their respective owners who shall be, thenceforth, jointly responsible for the use, occupation and maintenance of the Project as a whole and their respective premises including the operation, maintenance, repairs and replacement of the water lifting motors, pumps, water reservoirs, sewerage mains, electric mains, electric lines and installations, drains culverts, internal road and passages and other facilities, services and amenities.
22. That the Purchaser/Purchasers agree to possess, occupy, maintain, use and enjoy their respective Apartments, Car-ports and common facilities in association with the owners of other Apartments and Carports of the Project.
23. That, there shall be a registered Association, named "....." **Apartment Owners Association** (.....), of all the Apartment Owners of the Project under a Committee of Management thereof for purposes of the proper administration and management of the affairs of the Project including maintenance, security, payment of rents, taxes & charges and enjoyment of common facilities by all

owners on an equal and/or equitable footing. The common facilities for the Apartment Owners shall be, amongst other, the common corridors, lobbies, stairs and landings, common adjunct, fixtures, fittings, open space, the internal roads for entry & exit, passage, driveways, yards, drains, sewerage mains, sewer, water lifting motors and pumps, water reservoirs, electricity and gas connection etc of the Project.

24. That in the event of any dispute or difference arising between the parties hereto, the same will first be solved by both the parties by mutual discussion. If mutual discussion does not bring desired solution, then the matter will be referred to the arbitrators appointed in a manner hereinafter provided. The party raising the dispute shall serve a notice upon the other party advising that a dispute or difference has arisen and nominate in that notice its own arbitrator. The party receiving the notice shall, within 30 (thirty) days after receiving such notice, nominate its arbitrator by advising the party raising the dispute and the name of the arbitrator appointed by the other party. The arbitrators so appointed shall appoint an umpire if necessary, in terms of the rules and meaning of Arbitration Act (Act X of 2001). The award of the arbitrators or umpire as the case may be, shall be final, conclusive and binding upon the parties hereto. Arbitration proceedings shall be conducted in accordance with the rules and meaning of Arbitration Act (Act X of 2001) and its statutory modification or re-enactment thereof in force from time to time. The venue of arbitration shall be decided by the arbitrators having regard to costs and convenience of the parties.

SCHEDULE-A

All that piece and parcel of land measuring more or less more or less Ajutansha /.....decimals but actual physical possession Ajutansha/decimals o of land under District -, Sub-Registry Office -, Police Station:, Mouza -, erstwhile J. L. No., subsequent J. L. No., present J. L. No., appertaining to C. S. Khatian No., S. A. Khatian No., Hall Khatian No., Current Survey Khatian No. D. P., C. S. Plot No., S. A. Plot No. Hal Plot No., Current Survey Plot No. D. P., City Corporation Holding No., which is butted and bounded by as follows:

BUTTED AND BOUNDED :

- On the North :*.....
- On the South :*
- On the East :*
- On the West :*

SCHEDULE-B

All that piece and parcel **0.000** (.....) **Ajutansha** of indivisible notional share out ofAjutansha/.....decimals of land under District -, Sub-Registry Office -, Police Station:, Mouza -, erstwhile J. L. No., subsequent J. L. No., present J. L. No., appertaining to C. S. Khatian No., S. A. Khatian No., Hal Khatian No., Current Survey

Khatian No. D. P., C. S. Plot No., S. A. Plot No., Hal Plot No., Current Survey Plot No. D. P., City Corporation Holding No., (which is the Project land appertaining to the lands described in Schedule-A above) with indefeasible rights to get constructed, under this indenture, with one Apartment of the "....." Project under construction of the Project Land and all other rights title, interests, hereditament and easements thereof & therewith.

SCHEDULE-C

Apartment No, side of the Floor of being**sft.** gross having in totalbedrooms,bathrooms,living,dining,utility space,verandahs, ...servant toilet,car parking space with the apartment and other amenities as per plan approved by Rajdhani Unnayan Katripakkha (RAJUK) / Chittagong Development Authority (CDA) / Khulna Development Authority (KDA) / Rajshahi Development Authority (RDA) of Bangladesh.

IN THE WITNESS WHEREOF the parties hereto, having read and understood the impart and significance of this deed in letter and spirit, do hereby set their respective hands hereunder in execution of this deed on the day, month and year first written above.

Witnesses:

Signature of the Party of the First Part

1.

Signature of the Parties of the Second Part

2.

(.....i)