

**AGREEMENT FOR ALLOTMENT OF APARTMENT
AT
“ABIDING HAFIZ HEIGHTS” PROJECT OF
ABIDING DEVELOPMENT & HOLDINGS LTD.**

This Agreement is made on this the day ofTwo Thousands Twenty the Christian Era.

BETWEEN

ABIDING DEVELOPMENT & HOLDINGS LTD. a Private Limited Company incorporated under the companies Act.1994 having its registered and corporate office at Abiding Reza Tower, Level-2, House-57/2, Kakrail, Dhaka-1000 REPRESENTED BY its Managing Director, hereinafter referred to as the **Developer/First Party** (which expression, unless repugnant to the subject or context so admits, shall include its successors in office, executors, administrator, legal representatives and assigns) is/are the Developer/ first party of the **FIRST PART.**

AND

(1) **S/O** – &, **National ID No-** **Present Address:**, **Permanent Address:-** by profession of Nationality- Bangladeshi (by birth), hereinafter referred to as the Allottee/Allottees (which expression, unless repugnant to the subject or context, shall include their successors, executors, administrators, legal representatives and assigns) is/are the Allottee(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 the Landowner..... executed registered Irrevocable General Power of Attorney in favour of the Abiding Development & Holdings Ltd. bearing No dated registered with the Sub-Registrar Office, empowering Developer/First Party for the construction of a multi-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 Developer undertook the construction of the said Apartment Building Project including the Car-ports and common facilities as per Design Plan duly approved by the Rajdhani Unnayan Katripakkha (RAJUK).

WHEREAS the Developer has taken up the planning of an apartment complex named as “**Abiding**..... in the land situated on Plot #, and whereas the allottee/allottees have discussed and applied to the Developer for allotment of apartment **No.**, **Floor-**, in “**Abiding**” Project and has agreed to abide by the terms and conditions of allotment.

**NOW THIS DEED WITNESSETH AND THE PARTIES HERETO MUTUALLY
AGREED AND DECLARE AS FOLLOWS:**

NOW THIS INDENTURE WITNESSETH as follows: -

1. That the name of the Project shall be “**Abiding**
2. That the Developer hereby allots to the allottee the **Apartment No., Type-....., Floor-....., Apartment Size-..... sft** (more or less) at a price hereinafter mentioned.
3. That the developer and the allottee/allottees agreed to the general terms and condition of this agreement and as per the attached brochure is an integral part of this agreement of allotment.
4. That the cost of construction of the demised Apartment 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, 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 Architectural & Structural design and standard Specifications of brochure.
5. That **Developer** shall use the materials for construction of the Project, particularly the Apartment of the Allottee/Allottees, with modern features amenities as mentioned in the Prospectus/brochure and shall complete the construction with good workmanship.
6. **That the cost to be paid by allottee/allottees to the Developer is as follows**

Price & Payment Schedule

Price Schedule				
Apartment Cost sft	x	Tk...../-/-
Utilities Connection Cost	1(One)	x	Tk...../-/-
Car parking			/-
Total Amount			/-
Association Fee(at the time of Handover)			/-
Payable Amount			/-
In words: taka Only.				

That the following Schedule of payment has been agreed between the allottee/allottees and the Developer.

Payment Schedule:

Particulars	Mode of Payment & Date	Amount (taka)	Remarks
Booking Money			
Down payment	.		
Installment			
Final Payment	Before 2 month Handover		

7. The purchaser will pay Stamp duties, registration fees, Gain Tax, documentations charges, VAT, and other Taxes and unseen expenses to be incurred in connection with registration of the said flat.
8. That the circumstances beyond the control of Developer such as natural disasters, Like Covid-19, unusual / abnormal price hike, political turmoil/disturbance, or other force majeure may change price as per present situation.
9. That without the prior written consent of the developer, the purchaser shall not change, sale, transfer, convey, mortgage. If Purchaser wants/need change, sale, transfer, then Purchaser will pay to the Developer @ 5% service charge of the total Flat Value.
10. That the cost of optional works or additional features shall be paid by the allottee/allottee's on acceptance by the developer of the allottee/allottee's request and the additional cost with 10% service charge shall be paid by the allottee/allottee's to the Developer.
11. That the construction finishing material for optional work or additional features will have to supply by the allottee/allottee's on acceptance by the developer of the allottee/allottee's request as per the schedule date given by Developer. After deliver the finishing materials at site, then developer will adjust/pay materials price as per developer standard specifications price list. If the allottee/allottees fail to deliver the finishing materials as per the schedule date, then Developer may complete the work as per its standard specifications.
12. In favor of ABIDING DEVELOPMENT & HOLDINGS LTD. from any Schedule Bank, Financial Institutions or Loan Giving Agency against said flat and the developer shall provide all legal documents of that project for obtaining loan amount against said flat. The payment Schedule noted in clause No. 6 shall be inviolable and its compliance shall not be dependent on Allottee's getting or not getting loan or disbursement thereof from his/their creditor.
13. The developer will hand over the possession of the demise apartments to the allottee/allottees by Additional 6 months will be considered as grace period (if necessary).
14. Developer may have charged 5% monthly interest on due amount against the allotment of apartment if the Allottee's fails to pay the regular installments. Developer can cancel the allotment of apartment if the Allottee's fails to pay the installments dues in (03) three times as specified in clause 06. The Allottee's can avoid such cancellation by payment of the installment dues with 5% interest for the period of delay.
15. Developer can cancel the allotment of the said apartment of the Allottee's by 60(sixty) days' notice by registered post for his/her/their failure of payment of installments of the apartment. Upon cancellation of the allotment, Developer will refund the deposited money to the Allottee's after deducting 10% of deposited amount through account payee cheque after resale the said flat.
16. The cancellation of allotment of apartment is made upon the written application of the Allottee/Allottees then Developer will refund the Allottee/Allottee's paid amount within 6 (Six) months by deduction 10% of the same.

17. Developer will deliver the allotted apartment to the Allottee/Allottee's as per the schedule date of handover (including grace period). In case of delay in the handover of the allotted apartment to the Allottee's, the Allottee's shall be entitled to rental compensation of House Rent as per present Market Rate to be paid on monthly basis compensation only provided that the Allottee's has paid all installments to the Developer within the due date.
18. Allottee's will not be entitled to compensation for such delay in handover of the apartment due to circumstances beyond the control of Developer such as natural disasters, unusual / abnormal price hike, political turmoil/disturbance, delay in getting utility connection from the Concerned authority or other force majeure. In this situation Clause No.12 will not be applicable.
19. Developer shall use the construction materials as specified in the brochure or deed of agreement with land owner's subject to the availability of such materials in the market. In case of abnormal price hike, non-availability of the specified material, Developer shall use equivalent standard construction materials.
20. Developer will not be held responsible for the failure of Government Agencies to provide the necessity utility services viz. electricity, gas, water & sewerage etc. In Such circumstances if Developer applies to the concerned government agency for the necessary utility connection on time.
21. After handing over the apartment to the apartment Allottee/Allottees, Developer shall give the apartment Allottee/Allottees maintenance services for a maximum period of 6(six) month and repairing services for one years for defect liability of construction work
22. That Developer, if available, will arrange to install separate Meters for electricity in the demised Apartment for and in the name of the Allottee/Allottees. The cost of installation, including the connection fees, security deposits and incidental charges relating thereto, will be initially paid by Developer to the concerned authorities. The Allottee/Allottees shall reimburse the same to Developer in proportion to their share immediately after the incurring of such expenses as per the demand of Developer.
23. That 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 Allottee/Allottees in respect of the indivisible notional share of the Project Land allotted to the latter (vide Schedule-B). The costs and expenses at actual non-judicial stamps and cartridge papers, registration, Taxes payable the Purchaser and other charges related to registration shall be payable exclusively by the Allottee/Allottees at the time of execution and/or registration of such documents of transfer.
24. That the Developer shall formally deliver physical possession of the Apartment to Allottee/Allottee's entitlement in their favor only after completion of the construction of the Project in all respects and received 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 Developer and the Allottee/Allottees.
25. That the Developer shall give a Notice in writing to the Allottee/Allottees to take vacant possession of the demised Apartment within 30 (thirty) days of the dispatch of such notice. That on Allottee/Allottees 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-port from Developer within 30 (thirty) 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 on Allottee/Allottees behalf. After the expiry of the said period of 60 (sixty) days Developer shall be absolved of every responsibility for giving possession and care taking of demised Apartment.
26. That the Allottee/Allottees agree to possess, occupy, maintain, use and enjoy their respective Apartments and common facilities in association with the owners of other Apartments and of the Project.
27. That, there shall be a unregistered/registered Association, named "**Abiding** **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.

28. Dispute & Arbitration: 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 settlement. If mutual settlement 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, nominates 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 binding on both the parties. The venue of arbitration shall be decided by the arbitrators having regard to costs and convenience of the parties.

SCHEDULE: A (LAND)

.....
On the North :
On the South :

On the East :

On the West :

SCHEDULE: B

Project Name : **Abiding**
Apartment No :
Floor :
Flat Size :
Proportionate Land : **undivided and undemercated**

Party/Parties of the First Part (Developer Company)

For and on behalf of ABIDING DEVELOPMENT & HOLDINGS LTD.

Managing Director.

Signature of the Party/Parties of the Second Part (Allottee/Allottees)

Witness:

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.