

AGREEMENT FOR SALE

This Agreement for Sale (“**Agreement**”) executed on this (Date) day of (Month), 20 ,

By and Between

M/s. Radha Raichandani Developers LLP, a Limited Liability Partnership registered with the Ministry of Corporate Affairs, having its registered office at 8-2-269/5/89/A, PH-III, K.P. Colony, 89-A, Aishwarya, 3rd Floor, Sagar Society, Road No.2, Banjara Hills, Hyderabad, Telangana-500 034, (PAN No.AAZFR7668E). Represented by its authorized Partner **KUSHAAL SARAF** At: 43, Gunrock Enclave, Phase 1, Near karkhana, secunderabad, 500009 (Aadhaar No.2500 0300 6017) or any other Partner of the LLP.

hereinafter referred to as the “Promoter” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners or partner 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).

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 _____, (PAN:_____), represented by its authorized signatory Represented by its authorized Director _____ Office At _____ (Aadhar 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, and permitted assigns).

[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, , (Aadhar no.) 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 partners or partner 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. , (Aadhar 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 members or member for the time being of the said HUF, and their respective heirs, executors, administrators and permitted assigns). [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”.

WHEREAS:

- A. Whereas the Promoter is the absolute owner and possessor of the land in **Sy.No.156**, situated at Narsingi village, Gandipet Mandal, Rangareddy District, which aggregates to a total extent of **7870.85 Sq. yards, equivalent to 6581.033 Sq.Mts.**, having purchased the same through registered Sale deed documents Nos.**6540/2019, 6752/2019, 10431/2019, 10432/2019, 10433/2019 and 10434/2019**.
- B. After road widening, an extent of **7582.06Sq. yards** equivalent to **6339.57 Sq. meters** is retained/held by the Promoter and the same is earmarked for the purpose of **Showroom** building, a commercial purpose project, comprising **2 Cellar + 1 Ground + 4 upper floors** and the said project shall be known as “KOKAPET TERMINAL”;
- 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;
- D. The Metropolitan Commissioner, Hyderabad Metropolitan Development Authority [HMDA] has granted the Technical approval dated **16.06.2020** bearing Registration No.**024570/SKP/C1/U6/HMDA/11062019**
- E. The Promoter has obtained the final sanctioned plan, specifications and approvals for the Project and also for the building, as the case may be, from Hyderabad Metropolitan Development Authority (HMDA) and Narsingi Municipality vide File No : G/2199/2020, Permit No : BA-03/2020-21 Dated, 12/8/2020. The Promoter agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance 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 Telangana Real Estate Regulatory Authority at Hyderabad and received the approval on 16-09-2020 under Registration No.P02400002171.
- G. The Allottee had applied for commercial Space in the Project vide application No.....datedand has been allotted Commercial Space/Shop/Unit No.[....] in Ground Floor having Carpet Area of [.....] square feet Plinth area of [.....] sq. feet, totally having a saleable area of [.....] sq. feet, on [.....] floor along with ___ No's garage/covered parking admeasuring [.....] .square feet, 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 “Commercial Space” more particularly described in Schedule A and the floor plan of the Commercial Space is annexed hereto and marked as Schedule B);
- H. The Allottee/s has/have understood, evaluated and satisfied about the building plans, designs, specifications, quality of construction, concept, title, etc., of ‘KOKAPET TERMINAL’ as well as the suitability of the Commercial Space for the permitted use

and the conditions mentioned herein. The Allottee/s has/have further confirmed that Allottee/s has/have carefully read the conditions of the Agreement and has/have understood his/her/its obligations and liabilities and limitations as set forth herein and has/have neither been relied upon nor influenced by any marketing persons/brochures, e-mails, advertisements, representations of any nature whatsoever whether written or oral. The Allottee/s upon being satisfied as aforesaid and relying upon his/her/its own judgment and investigation(s) and on advice of competent legal counsel/advocate engaged by Allottee/s, has/have approached and offered to purchase the Schedule 'A' Property from the Promoter.

- I. WHEREAS on the terms stated above, the Promoter has offered to sell 'Schedule-A' Property for the sum stated in 'Schedule-C' hereto free from all encumbrances and the Allottee accepted the said offer and agreed to purchase Schedule 'A' Property for the said sum free from all encumbrances.
- J. WHEREAS the Promoter and Allottee in pursuance of the above offer and acceptance have decided to reduce the terms and conditions of sale agreed among them into writing and hence this AGREEMENT FOR SALE.
- K. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;
- L. 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;
- M. 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;
- N. 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 Commercial Space 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 agree as follows:

1. DEFINITIONS:

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 Telangana;
- (c) "Rules" means the Real Estate (Regulation and Development) (General) Rules, 2016 made under the Real Estate (Regulation and Development) Act, 2016;
- (d) "Regulations" means the Regulations made under the Real Estate (Regulation and Development) Act, 2016;
- (e) "section" means a section of the Act.

(f) "Commercial Space" means Shop/Commercial Space/Official space, which is more fully specified in Schedule A.

2. TERMS:

- 2.1. 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 Commercial Space as specified in para G in Cold Shell Condition as more fully described in Schedule - D.
- 2.2. The Total Price for the Commercial Space based on the Saleable area including parking charges is Rs..... Rupees ("Total Price")

Commercial Unit No : Type: Commercial Space/Unit Floor :	Rate of Commercial Unit per Square Feet* of Salable area Rs..... + Rs...../- (12% GST) - Per Sft = Total Rs...../- x Sft.
Total Price (in Rupees)	Rs. /- (including GST)

AND

Garage/Closed parking - No 1	 + (12% (gst) =/-
Garage/Closed parking - No 2	 + (12% (gst) =/-
Total Price of Commercial unit and parking together (in Rupees)	Rs..... /- (including gst)

Explanation:

- (i) The Total Price above includes the booking amount paid by the allottee to the Promoter towards the Commercial Space;
 - (ii) The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter by way of GST, 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) up to the date of handing over the possession of the Commercial Space to the allottee and the project to the association of allottees or the competent authority, as the case may be, after obtaining the completion 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 provided that Stamp Duty, Registration fee, mutation charges shall be paid by the allottee as per actuals over and above the total price.
 - (iii) The Promoter shall periodically intimate in writing to the Allottee, the amount payable as stated in (i) and (ii) above and the Allottee shall make payment within 15(Fifteen) days from the date of such written intimation. In addition, the Promoter shall provide to 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 become effective;
 - (iv) The Total Price of Commercial Space includes recovery of price of land, construction of Commercial Space, the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the Commercial Space, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment (as per law) in the common areas, maintenance charges as per para 12 etc. and includes cost for providing all other facilities, amenities and specifications to be provided as per the agreement within the Commercial Space and the Project.
- 2.3. 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 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 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.
- 2.4. **Corpus Fund** :-The interest-free Corpus fund shall be paid by the Allottee to the Promoter as specified in Schedule-C towards the maintenance of Showroom prior to the execution and registration of the Sale Deed. The Corpus fund shall be held by the

Promoter and transferred to the Association at the time of handing over of Schedule Commercial Space/Shop After the handover of the maintenance of the Project to the Association, the Corpus Fund and the interest accrued thereon shall be utilised in accordance with the bye-laws of the Association.

- 2.5. **Advance Payment of Two years Maintenance Charges** :-The Allottee/s hereby agree to pay two years maintenance charges in advance to the Promoter as specified in the Schedule - C at the time of registration of the said Commercial Space.
- 2.6. The Allottee(s) shall make the payment as per the payment plan set out in Schedule C ("Payment Plan")
- 2.7. It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans 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 Commercial Space, 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, or such minor changes or alterations as per the provisions of the Act, on such terms as may be agreed. The Promoter shall not be liable for any manufacturing or other defects of any branded inputs or fixtures or services of any third party mentioned in the schedule/annexure to this agreement, unless it results in structural defect. The Association of Allottees shall take the responsibility for proper safety, maintenance (including continuance of annual maintenance/insurance contracts/agreements) and upkeep of all the fixtures, equipment and machinery provided by the Promoter, for which the Promoter shall not be liable after handing over.
 - 2.7.1. The Promoter has applied for modification of the Building Plan where they are increasing one slab and the built up area which is permissible as per Govt norms, and await for the approval of the modified plan from the HMDA. The Promoter has intimated the same and the Allottee has agreed for the same and does hereby give his consent for such modification of the building plan.
- 2.8. The Promoter shall confirm to the final carpet and Saleable area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate* is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area or the Saleable Area. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is reduction in the carpet area or the Saleable Area then the Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate prescribed 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 or the Saleable Area, which is not more than three percent of the carpet area of the Commercial Space, allotted to 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 2.2** of this Agreement.
- 2.9. Subject to **Para 10.3** the Promoter agrees and acknowledges, the Allottee shall have

the right to the Commercial Space as mentioned below:

- 2.9.1. The Allottee shall have exclusive ownership of the Commercial Space;
- 2.9.2. 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;
- 2.9.3. That the computation of the price of the Commercial Space includes recovery of price of land, construction of not only the Commercial Space but also the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the Commercial Space, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment (as per law) in the common areas, maintenance charges as per **Para 12** etc. and includes cost for providing all other facilities, amenities and specifications to be provided as per the agreement within the Commercial Space and the Project;
- 2.9.4. The Allottee has the right to visit the project site to assess the extent of development of the project and his Commercial Space, as the case may be.
- 2.10. It is made clear by the Promoter and the Allottee agrees that the Commercial Space 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.
- 2.11. The Promoter agrees to pay all outgoings before transferring the physical possession of the Commercial Space to the Allottees, which it has collected from the Allottees, for the payment of outgoings (including land cost [either directly or by way of share in the project], 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 Commercial Space to the Allottees, 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 therefor by such authority or person.

- 2.12. The Allottee has paid a sum of Rs..... (Rupees.....only) as booking amount being part payment towards the Total Price of the Commercial Space 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 Commercial Space 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 prescribed in the Rules.

3. 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 'Radha Raichandani Developers LLP' payable at Axis Bank Ltd, Jubilee Hills Branch, in the Account No: 920020051063239, having IFSC Code : UTIB0001379

4. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

- 4.1. 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 the 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 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.
- 4.2. The Promoter accepts no responsibility in regard to matters specified in **Para 4.1** 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 Commercial Space applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

5. **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 Commercial Space, if any, in his/her name and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

6. **TIME IS ESSENCE:**

Time is of essence for the Promoter as well as the Allottee. 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 Commercial Space to the Allottee and the common areas to the association of allottees. Similarly, the Allottee shall make timely payments of the installment and other dues payable by him/her as per **Schedule C (“Payment Plan”)** and meet the other obligations under the Agreement.

7. **CONSTRUCTION OF THE PROJECT/ SHOWROOM:**

The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the Project and accepted the floor plan, payment plan and the specifications, amenities and facilities [annexed along with this Commercial Space 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, and density norms and provisions prescribed by the applicable Statutory Regulations 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.

8. **POSSESSION OF THE COMMERCIAL SPACE:**

- 8.1. **Schedule for possession of the said Commercial Space** - The Promoter agrees and understands that timely delivery of possession of the Commercial Space 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, based on the approved plans and specifications, assures to hand over possession of the Commercial Space along with ready and complete common areas with all specifications, amenities and facilities of the project in place on 31-12-2022, unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake, pandemic or any other calamity caused by nature or any Court stay or Government orders affecting the regular development of the real estate project (**“Force Majeure”**). If, however, the completion of the Project is delayed due to the Force Majeure, pandemic conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Commercial Space, provided that such Force Majeure, pandemic 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, pandemic conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received

by the Promoter from the allotment within 90 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.

- 8.2. **Procedure for taking possession** - The Promoter, upon obtaining the occupancy certificate from the competent authority shall offer in writing the possession of the Commercial Space, to the Allottee who has paid all the amounts in terms of this Agreement to be taken within 3 (three) months from the date of issue of occupancy certificate. If the allottee fails to take delivery within the time specified in the notice, he shall be liable for payment of all ongoings including maintenance charges from the date of notice. . The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The promoter shall not be liable for any defect or deficiency occasioned on account of any act or omission on the part of the allottee or any authority or third party on whom the promoter has no control. The Allottee, after taking possession, agree(s) to pay the maintenance charges as determined by the Promoter/association of allottees. The promoter shall hand over the occupancy certificate of the Commercial Space, as the case may be, to the allottee at the time of conveyance of the same.
- 8.3. **Failure of Allottee to take Possession of Commercial Space** - Upon receiving a written intimation from the Promoter as per **Para 8.2**, the Allottee shall take possession of the Commercial Space 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 Commercial Space to the allottee. In case the Allottee fails to take possession within the time provided in **Para 8.2**, such Allottee shall continue to be liable to pay maintenance charges as specified in **Para 8.2**.
- 8.4. **Possession by the Allottee** - After obtaining the occupancy certificate* and handing over physical possession of the Commercial Space 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 Allottees or the competent authority, as the case may be, as per the local laws. [Provided that, in the absence of any local law, the promoter shall handover the necessary documents and plans, including common areas, to the association of allottees or the competent authority, as the case may be, within thirty days after obtaining the completion certificate].
- 8.5. **Cancellation by Allottee** – The Allottee shall have the right to cancel/withdraw his allotment in the Project only as provided in the Act: Provided that where the allottee proposes to cancel/withdraw from the project without any fault of the promoter, the promoter herein is entitled to forfeit the booking amount paid for the allotment (i.e., 10% of the total sale consideration). The balance amount of money paid by the allottee shall be returned by the promoter to the allottee within three months of such cancellation or at the time that the Promoter is able to resell the said Commercial Space to another purchaser, whichever is later.
- 8.6. **Compensation** – The Promoter 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.

- 8.7. Except for occurrence of a Force Majeure, pandemic event, if the promoter fails to complete or is unable to give possession of the Commercial Space (i) in accordance with the terms of this Agreement, duly completed by the date specified in **Para 8.1**; 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 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 Commercial Space, with interest at the rate prescribed in the Rules within 45 days including compensation in the manner as provided under the Act within ninety 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 the handing over of the possession of the Commercial Space, which shall be paid by the promoter to the allottee within ninety days of it becoming due.

9. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

- 9.1. The Promoter hereby represents and warrants to the Allottee as follows:

- 9.1.1. 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;
- 9.1.2. The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- 9.1.3. 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]
- 9.1.4. There are no litigations pending before any Court of law or Authority with respect to the said land or Project or Commercial Space except those disclosed in the title report.
- 9.1.5. All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Commercial Space 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 Commercial Space and common areas;
- 9.1.6. The Promoter has the right to enter into this Commercial Space 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;
- 9.1.7. 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 Commercial Space which will, in any manner, affect the rights of Allottee under this Agreement;

- 9.1.8. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Commercial Space to the Allottee in the manner contemplated in this Agreement;
- 9.1.9. At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the Commercial Space to the Allottee and the common areas to the association of allottees or the competent authority, as the case may be;
- 9.1.10. 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 Commercial Space, along with common areas (equipped with all the specifications, amenities and facilities) has been handed over to the allottee and the association of allottees or the competent authority, as the case may be;
- 9.1.11. 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 Project except those disclosed in the title report.
- 9.2. The Allottee/s or himself/themselves with intention to bring all persons into whosoever hands the Commercial Space may come, hereby covenants with the Promoter as follows :-
 - 9.2.1. To carry out the works of interiors, partitions, false ceiling, cabinets, shelves, fixtures and fittings without damaging the structure and inconvenience to other allottees.
 - 9.2.2. To maintain the Commercial Space at the Allottee's own cost in good and tenantable repair and condition from the date that of possession of the Commercial Space is taken and shall not do or suffer to be done anything in or to the building in which the Commercial Space is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Commercial Space is situated and the Commercial Space itself or any part thereof without the consent of the local authorities, if required.
 - 9.2.3. Not to store in the Commercial Space any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Commercial Space is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Commercial Space is situated, including entrances of the building in which the Commercial Space is situated and in case any damage is caused to the building in which the Commercial Space is situated or the Commercial Space on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.

- 9.2.4. To carry out at his own cost all internal repairs to the said Commercial Space and maintain the Commercial Space in the same condition, state and order in which it was delivered by the Promoter to the Allottee and shall not do or suffer to be done anything in or to the building in which the Commercial Space is situated or the Commercial Space which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- 9.2.5. Not to demolish or cause to be demolished the Commercial Space or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Commercial Space or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Commercial Space is situated and shall keep the portion, sewers, drains and pipes in the Commercial Space and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Commercial Space is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Commercial Space without the prior written permission of the Promoter and/or the Society or the Limited Company.
- 9.2.6. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Commercial Space is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- 9.2.7. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Commercial Space in the compound or any portion of the project land and the building in which the Commercial Space is situated.
- 9.2.8. Pay to the Promoter within fifteen days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government for giving water, electricity or any other service connection to the building in which the Commercial Space is situated.
- 9.2.9. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Commercial Space by the Allottee for any purposes other than for purpose for which it is sold.
- 9.2.10. The Allottee shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation or Association may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Commercial Spaces therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions

laid down by the Society/Limited Company/Apex Body/Federation/Association regarding the occupancy and use of the Commercial Space in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement.

9.2.11. Till a conveyance of the common areas, services and amenities of the building/Project in which Commercial Space is situated is executed in favour of Society/Limited Company/Association and till all the total built up area/units are sold off, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.

9.2.12. Till a conveyance of the common areas, services and amenities of the building/project in which Commercial Space is situated is executed in favour of Apex Body/Federation/Association and till all the total built up area/units are sold off, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the project or any part thereof to view and examine the state and condition thereof.

10. EVENTS OF DEFAULTS AND CONSEQUENCES:

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

10.1.1. Promoter fails to provide ready to move in possession of the Commercial Space to the Allottee within the time period specified in **Para 8.1** 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 Commercial Space 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 and completion certificate, as the case may be, has been issued by the competent authority;

10.1.2. 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.

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

10.2.1. 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 only thereafter the Allottee be required to make the next payment without any interest; or

10.2.2. 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 Commercial Space, along with interest at the rate prescribed in the Rules within ninety days of

receiving the termination notice: 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 prescribed in the Rules, for every month of delay till the handing over of the possession of the Commercial Space, which shall be paid by the promoter to the allottee within ninety days of it becoming due.

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

10.3.1. In case the Allottee fails to make payments for consecutive 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 prescribed in the Rules;

10.3.2. In case of Default by Allottee under the condition listed above continues for a period beyond consecutive demands after notice from the Promoter in this regard, the Promoter may cancel the allotment of the Commercial Space in favour of the Allottee and refund the money paid to him by the allottee by 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. The amount shall be repaid by the Promoter within a period of ninety days after termination or the date on which the Promoter is able to resell the Commercial Space to another purchaser, whichever is later.

11. CONVEYANCE OF THE SAID COMMERCIAL SPACE:

The Promoter, on receipt of Total Price of the Commercial Space as per **Para 2.2** under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the Commercial Space together with proportionate indivisible share in the Common Areas within 3 months from the date of issuance of the occupancy certificate* and the completion certificate, as the case may be, to the allottee. However, in case the Allottee fails to deposit the stamp duty and/or registration charges 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. The Allottee shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899 including any actions taken or deficiencies/penalties imposed by the competent authority(ies).

12. MAINTENANCE OF THE SAID BUILDING / PROJECT:

12.1. 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 and the cost of maintenance for two years is collected from allottees. shall be borne by the Promoter and the Allottees, proportionate to the Commercial Spaces in their respective occupation. The facilities like Club House and service connections, like water and sewerage supply, which are common to the entire project undertaken in phases, shall be jointly maintained by the Promoter and the Association till the entire project is completed. The Club House and its services shall be subject to user charges as may be fixed by the Management of the Club House or as the case may be

the service provider, from time to time.

- 12.2. All other infrastructural facilities, including the equipment like lift, elevator, mechanical, electrical or electronic equipment, STP, etc., shall always be covered by appropriate annual maintenance agreements and insurance agreements with the authorized service providers and the costs of such AMC and Insurance shall be part of the maintenance charges payable by the occupants. Unless the possession is delivered to the allottee, the Promoter shall be the occupant in respect of any Commercial Space.

13. **DEFECT LIABILITY:**

- 13.1. 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, it shall be the duty of the Promoter to rectify such defects without further charge, within 30 (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.
- 13.2. However, it is agreed between the parties that the Promoter is under no obligation to give warranty for manufactured items such as cables, wires, bulbs and electronic equipment etc. as the same shall be directly governed by the terms and conditions of the manufacturer. The Promoter does not stand guarantee for these gadgets/ machinery items. All such jobs including equipment and services executed, manufactured, supplied by specialist equipment and service providers or manufacturers such as Generators, lifts, fire fighting system, air conditioning, electrical, plumbing, electronic gadgets, surveillance, IT equipment etc. shall be covered under warranty terms of those manufacturers or suppliers and will have to be serviced and/or replaced by them as per their terms and conditions and standard operating procedures. The address and contact details of the manufacturers/ service providers shall be supplied on the web site as well as through instruction manuals by the Promoter. Special warranty/ extended warranty may be availed by the Commercial Space/Shop Owners as per the terms and conditions of the manufacturers/ service providers at their own cost.
- 13.3. Notwithstanding anything contained in the above clause the following exclusions are made
 - a. Equipment (lifts, generator, motors, STP, transformers, gym equipment etc) which carry manufacturer's guarantees for a limited period. Thereafter the welfare association /society shall take annual maintenance contracts with the suppliers. The Promoter shall transfer manufacturers guarantees/warranties to the allottee or association of allottees as the case may be.
 - b. Fittings related to plumbing, sanitary, electrical, hardware, etc. having natural wear and tear.
 - c. Allowable structural and other deformations including expansion quotient.
 - d. The terms of work like painting etc. which are subject to wear and tear.
- 13.4. The allottees shall maintain the Commercial Spaces in good tenantable conditions and carry out the internal repairs for the upkeep of the Commercial Spaces. The

association of the allottees or its assigns shall maintain the services and amenities in good condition and covered with proper AMC and insurance. The obligation of the developers shall be subject to proper maintenance and upkeep of the Commercial Space/services and amenities by the allottee or the association of the allottees as the case may be.

14. MAINTENANCE OF THE COMMON AREAS AND RIGHT OF ALLOTTEE TO USE COMMON AREAS AND FACILITIES SUBJECT TO PAYMENT OF TOTAL MAINTENANCE CHARGES:

- 14.1. The Allottee hereby agrees to purchase the Commercial Space 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) 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 from time to time.
- 14.2. 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 the allottees. The cost of such maintenance has been included in the Total Price of the Schedule-A. One time maintenance charges will be charged from the Allottee and the remaining amount at the time of handover will be transferred to the Association of Allottees.
- 14.3. The Promoter will hand over the maintenance of the common areas/Project to the Association of the Allottees within [3] months from the date of receipt of occupancy certificate for the entire project and will also hand over the fund collected from the Allottees in this regard.
- 14.4. The upkeep, maintenance and management of the Said Building Block/ Commercial Complex, their common areas & plant, machinery and equipment shall be organized by the Promoter, Association of Allottees or a Maintenance Agency. All such costs, expenses shall be borne and paid by the Allottee or the occupying tenant to the extent of his share in the Said Building Block/ Commercial Complex. The charges so fixed and payable every month shall be apportioned by the Promoter/Association of Allottees to which the Allottee hereby agrees to accept as final and binding. Such charges would be billed to the Allottee by the Promoter /Maintenance Agency / Association of Allottee every month.
- 14.5. The Allottee/s does hereby agree to abide by the bye-laws of the association and to pay the maintenance charges fixed by the Association of Allottees for engagement of the Maintenance agency including the annual price escalation, taxes and other matters related thereto. The decision of the Promoter/Association of the Allottees is final and binding on all the Allottees related to all matters pertaining to the maintenance of the Common Areas/Commercial Complex/Project.
- 14.6. In case Allottee has failed to effect repairs within its Schedule-A Commercial Space and keep it safe and secure despite dispatch of notice of one week by the Promoter/ Maintenance Agency/ Association of Allottee and the Promoter/ Maintenance Agency/ Association of Allottee is constrained to effect repairs at its cost, in that event such cost as determined by the Promoter/ Association/Maintenance Agency

shall be recovered from the Allottee. However in case of exigency situations like fire, short circuits, leakages on the floor above or below etc. the Allottee authorizes the Promoter/ Association/Maintenance Agency to break open the shutter/windows of the said premises and enter into the said Commercial Space to prevent any further damage to the other Commercial Spaces/ Complex.

15. **RIGHT TO ENTER THE COMMERCIAL SPACE FOR REPAIRS:** The Promoter / maintenance agency /association of allottees shall have 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 Commercial Space 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 defect.

16. **USAGE:**

Use of Basement and Service Areas: The basement(s) and service areas, if any, as located within the said land, 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 equipments 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.

17. **GENERAL COMPLIANCE WITH RESPECT TO THE COMMERCIAL SPACE:**

- 17.1. Subject to **Para 13** above, the Allottee shall, after taking possession, be solely responsible to maintain the Commercial Space 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 Commercial Space, 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 Commercial Space and keep the Commercial Space, 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.
- 17.2. 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 Commercial Space 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 Commercial Space.
- 17.3. The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter 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.

- 17.4. The Allottee shall use/cause to be used the said Schedule A Commercial Space for commercial use only and not for any other purpose. The Allottee shall not use his Schedule Commercial Space or cause to be used for a purpose/activity which is illegal or immoral. In case of such use, the Promoter will not be responsible directly or indirectly for any civil or criminal action and shall also not be responsible to any outsider/other adjoining Allottee for such activity or for any damage, actionable claim, objection, complaint, civil or criminal liability, vicarious liability or prosecution and will remain indemnified against all/any such liability and claims.
- 17.5. It is understood by the Allottee that the internal maintenance of the Schedule-A Commercial Space shall always remain the responsibility of the Allottee. The Allottee may get insurance of the contents lying in his Schedule Commercial Space at his own cost and expense. It is stated that if on account of any wrongful act, omission, negligence, mischief, accident, fire, water seepage etc. of the person occupying any Commercial Space in the complex any loss, damage or injury is caused to any other Allottee/occupant occupying, retaining, owning any adjoining Commercial Space or any person visiting the any Commercial Space then the Promoter shall not be responsible either directly or indirectly for any loss, damage, injury which is caused to the person occupying any Commercial Space or the person visiting the Commercial Space and the Promoter shall also not be responsible for any loss or damage which may be caused to the articles, material, goods lying in the said Commercial Space or in any adjoining Commercial Space(s) which shall be the sole responsibility of the person on account of whose wrongful act, omission, negligence, mischief etc. such loss, damage or injury occurs. The Allottee/occupant shall always keep the Promoter harmless and indemnified for any losses and damages in respect thereof.
- 17.6. That the Allottee shall not use or allow to use Schedule-A Commercial Space in any manner, so as to cause blockage or hindrance to any walkways, pavements, entrances, common passages, corridors, service ways, vestibules, halls, roads, stairways, elevators, hoists, escalators, fire or escape doors, veranda, terraces or other parts of the common area.
- 17.7. The Allottee shall not be allowed to do any activity, which may be objected to by the other occupants, such as playing of high volume music, loudspeaker or any activity which spoils the decorum or decency or beauty of the Complex including defacing of common walls, lifts or throwing or dumping of refuse/ garbage, which could be subject to house rules, fine or penalties as per the laws of the land, as applicable from time to time. Further, the Allottee undertakes and agrees not to cover or obstruct any lights, sky lights, windows or other means of illumination of Common Areas or of the Building complex by affixing any banner, poster or advertisement material to the exterior of the premises or the inner face of the said Complex.
- 17.8. The Allottee shall not do or suffer anything to be done in or around the said Premises which tends to cause damage to any flooring or ceiling or services of any Premises over, below, adjacent to the said Premises or anywhere in the said Building or in any manner interfere with the use thereof or of spaces, passages, corridors or amenities available for common use. The Allottee/occupant shall not keep any illegal,

hazardous, explosive, inflammable chemicals/material etc., which may cause damage to the Building or adjoining unit(s). The Allottee(s) hereby agrees to indemnify and always keep indemnified against any penal action, damages or loss due to misuse, storage of any illegal, explosive, hazardous, highly inflammable, dangerous or otherwise potentially hazardous chemicals/materials etc. at his Schedule Commercial Space for which the Allottee(s)/occupant shall be solely responsible.

- 17.9. The Allottee(s) shall strictly adhere to the business/operating hours as may be determined by the Promoter/Maintenance Agency/Association of Allottees from time to time and are subject to the guidelines issued by the concerned authorities. The Allottee(s) understands and confirms that the use for which the said Premises is purchased shall not be altered and any change in the specified use shall be treated as a breach of this Agreement.
- 17.10. Not to do any business which is inherently dangerous which necessitates storage of combustible material, spread diseases, emanates foul smell, or such other categories as the Promoter/ Association of Allottees may determine from time to time. It is mandatory to get usage clearance from the Promoter so as to keep the complex as per moral vision of the occupiers/Association.
- 17.11. **Signage:** Allottee(s) have agreed and understood that the Promoter/Association of Allottees has the absolute and unrestricted right to designate signage areas for display board, hoardings, illuminated sign boards, neon sign etc. in the atrium, lifts, lift lobbies, corridors, basements, parking spaces, front and rear facade of the building, and the Promoter may determine and allow the usage by the Allottee(s) of such signage at its own discretion, terms and conditions. The Promoter shall have absolute right to identify, earmark and allow such places for affixing signage on the exterior/interior of the said Building. The Allottees/Association of Allottee(s) shall be responsible to install and maintain such signage, so allotted by the Promoter, in a well lit, legible and in a proper manner at its/his own cost.
- 17.12. The Promoter shall have the right to undertake and continue construction of other parts of the building/project in Schedule-B Property even after delivery of possession of the Schedule A Property to the Allottee and the Allottee is bound to permit such construction, repairs, examinations, etc., without any hindrance of whatsoever from the Allottee or anyone claiming through them.
- 17.13. The Allottee shall not be entitled to interfere with the construction work under the scheme and shall not be entitled to seek any stay or injunction restraining the construction from any court or other authority on any ground and all their claims against the Promoter., if entitled under law, and does hereby undertake not to cause any obstruction in any manner for the completion of the project in the interest of the scheme and the third party Allottees.

18. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES:

- 18.1. The Parties are entering into this Agreement for the allotment of a Commercial Space with the full knowledge of all laws, rules, regulations, notifications applicable to the project.
- 18.2. That the Allottee hereby undertakes that he/she shall comply with and carry out, from time to time after he/she has taken over for occupation and use the said

Commercial Space, all the requirements, requisitions, demands and repairs which are required by any Competent Authority in respect of the Commercial Space at his/her own cost.

18.3. Association of Allottees : The Allottee has agreed to become a member of

18.3.1. The association of allottees of the Project for maintenance of common areas and performance of other obligations as required under the T.S. Apartments Act and Real Estate [Regulation and Development Act 2016 and rules made under.

18.3.2. Such associations will be registered either under the Co-Operative Societies Act or Societies Act, and Allottee agrees to abide by the bye-laws of that association.

19. ADDITIONAL CONSTRUCTIONS:

The Promoter undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the building plan, layout plan, sanction plan and specifications, amenities and facilities has been approved by the competent authority(ies) and disclosed, except for as provided in the Act.

19.1. **Alterations to unsold Commercial Spaces and other structures :-** The Promoter shall have the right to make any alterations, additions, improvements or repairs whether structural or non-structural, interior or exterior, ordinary or extraordinary in relation to any unsold Commercial Spaces within the said Project and the Allottees shall have no right to raise objections or make any claims on this account unless such alteration adversely affects the Commercial Space purchased by the Allottee.

19.2. **Interior Works :** - If the Allottee intends to carry out the interior works in the said Schedule Commercial Space and seeks temporary possession thereof, the Promoter may permit the same, subject to terms and conditions as it may deem fit.

20. MORTGAGE OR CREATE A CHARGE:

Notwithstanding any other term of this Agreement, the Allottee hereby authorizes and permits the Promoter to raise finance/loan from any institution / company / bank by any mode or manner by way of charge/mortgage/securitization of the Commercial Space or the land underneath or the receivables, subject to the condition that the Commercial Space shall be made free from all encumbrances at the time of execution of Sale Deed in favour of the Allottee(s). The allottee shall be informed about the same at the time of agreement.

21. FORMATION OF ASSOCIATION OF ALLOTTEES AND CONSENT OF ALLOTTEES):

The Promoter shall take the following steps to enable formation of an Association of Allottees under section 11(4)(e) of the Act:-

21.1. With respect to a real estate project, the Promoter shall submit an application to the Registrar for registration of the Association of Allottees as a society under the A.P. Societies Registration Act, 2001 (as applicable to the state of Telangana), within two months from the date on which the occupation certificate in respect of such project is issued and a minimum of sixty per cent of the total Allottees in such a project have

taken possession and the Promoter has received the full consideration from such Allottees. All the Allottees on payment of full consideration shall become members of such Association of Allottees formed by the Promoter.

- 21.2. If the promoter fails to form the Association of Allottees, the Authority shall by an order direct the Promoter to apply for formation of such Association or may authorize the Allottees to apply for formation of the said Association.
- 21.3. Notwithstanding any other rule, after conveying the title to the Association of Allottees under Section 17, the Promoter shall continue to have the rights and entitlement to advertise, market, book, sell or offer to sell or allot to person to purchase any Commercial Space which is still not sold or allotted and shall be deemed to have been allowed to do so by the Association of Allottees without any restriction or entry of the building and development of common areas.

22. 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 (specify the address 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.

23. 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 Commercial Space, as the case may be.

24. RIGHT TO AMEND:

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

25. 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 Commercial Space and the Project shall equally be applicable to and enforceable against and by any subsequent Allottees of the Commercial Space, in case of a transfer, as the said obligations go along with the Commercial Space for all intents and purposes.

- 25.1. The Allottee shall with the consent of the Promoter transfer or assign, part with any interest or right under this Commercial Space prior to execution of Sale Deed without the prior permission in writing from the Promoter. Any transfer of Agreement made by the Allottee without the written permission of the Promoter will be null and void and shall not be binding on the Promoter in any manner whatsoever.
- 25.2. Further, Allottee has to give full details of the prospective Allottee in the prescribed format and shall also ensure that the prospective Allottee signs all the necessary documents given by the Promoter and Association of Allottees and abides by the rules and regulations specified by the Promoter. The request for the transfer will be entertained by the Promoter only if all dues under this Agreement are paid in full as on the date of request for such transfer and the Promoter being satisfied in its sole discretion in relation to the financial ability of the prospective transferee to fulfil its obligations under this Agreement and such Prospective Allottee by signing an “Adherence Deed”.
- 25.3. The Allottee/s will be liable even in the event of the transfer, lease, sell, alienate, gift, or part with possession of the Schedule Commercial Space, without taking, “No Dues Certificate” from the Promoter, Association and/or Maintenance Agency regarding the maintenance charges payable for the Services.
- 25.4. However, it is clarified that any such transfer by the Allottee prior to registration on his name is subject to the law and regulations that are in force at that point of time. The Promoter shall not be either liable or obligated to permit such transfer in such event.
- 25.5. **Not to alter the name “KOKAPET TERMINAL”** :- The name of the Project is called “KOKAPET TERMINAL”. The Allottee/s or the Association shall not alter or subscribe to the alteration of the name of “**KOKAPET TERMINAL**”.

26. WAIVER NOT A LIMITATION TO ENFORCE:

- 26.1. 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 [Annexure 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.
- 26.2. 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.

27. 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.

28. 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 the proportion which the carpet area of the Commercial Space bears to the total carpet area of all the Commercial Spaces in the Project.

29. 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.

30. 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 Narsingi, Hyderabad. Hence this Agreement shall be deemed to have been executed at .

31. NOTICES:

- 31.1. 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 or designated email at their respective addresses specified below:

Name of Allottee

(Allottee Address)

Email:

M/s Promoter name : Kushaal Saraf

(Promoter Address) : Registered Office : 2-269/5/89/A, PH-III, K.P. Colony, 89-A, Aishwarya, 3rd Floor, Sagar Society, Road No.2, Banjara Hills, Hyderabad, Telangana-500 034

Email : rllp2019@gmail.com

- 31.2. It shall be the duty of the Allottee 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 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.

32. **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 be considered as properly served on all the Allottees.

33. **SAVINGS:**

Any application letter, allotment letter, agreement, or any other document signed by the allottee, in respect of the Commercial Space, as the case may be, prior to the execution and registration of this Agreement for Sale for such Commercial Space, 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.

34. **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 and the Rules and Regulations made thereunder including other applicable laws of India for the time being in force.

35. **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

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

WITNESSES:

1.

PROMOTOR

2.

ALLOTTEE

SCHEDULE-A PROPERTY

(The Property hereby agreed to be sold to the Allottee/s)

All that the Commercial Space/Shop admeasuring ____ Sq.ft of **saleable area** including common areas bearing **No.**____ on __st **Floor** along with ____ car parking/s in the Basements of multi-storied Showroom Complex known as “KOKAPET TERMINAL” together with the undivided share

of land equivalent to __ **Sq.Yds** in the Schedule “B” Property (Leaving open area/tot-lot area and Clubhouse), and the Commercial Space is bounded by:

East :
West :
North :
South :

SCHEDULE-B PROPERTY

Schedule of Land (Project Land):

All that piece of land admeasuring **7582.06 Sq. yards** equivalent to **6339.57 Sq. meters** situated in and forming part of **Sy.No.156**, situated at Narsingi village, Gandipet Mandal, Rangareddy District, Telangana, bounded by:

NORTH : LAND IN SY NO 156
EAST : ROAD TOWARDS SHANKARPALLY AND LAND IN SY NO 156
SOUTH : ROAD TOWARDS GANDIPET AND LAND IN SY NO 156
WEST : LAND IN SY NO 156

SCHEDULE 'C' - SALE CONSIDERATION AND PAYMENT PLAN

I. SALE CONSIDERATION

Sale Consideration including GST	Rs
Parking including GST	Rs.
Total Sale Consideration including GST	Rs.

II. PAYMENT PLAN

Schedules for Payment	Payment Percentage	Amount
Booking Amount		
On Agreement		
On completion of Plinth		
On Completion of 1st Slab		
On On Completion of 2nd Slab		
On Completion of 3rd Slab		

On completion on 4th Slab		
On completion on 5th Slab		
On completion on 6th Slab		
On completion on 7th Slab		
On completion on 8th Slab		
On Completion of Brickwork		
Total	100%	Rs.

As per Law, Tds to be paid on every instalment of payment and the receipt shall be submitted to the promoter.

The Promoter does hereby admit and acknowledges the receipt of an amount of Rs. as on today and a balance amount has to be paid as mentioned above.

III. CORPUS FUND AND MAINTENANCE CHARGES

Corpus Fund	
Two Years Advance Maintenance Charges	Rs. Per Sft + 18% Gst = on Salable Area Monthly (Approximately, may change in future as per circumstances)

The Corpus Fund and two years Advance Maintenance Charges shall be paid within 30 days of receipt of the demand raised by the Promoter , both shall be cleared before registration.

Bank Details are as under:

Account Name	Radha Raichandani Developers LLP
Account Number	920020051063239

Bank	Axis Bank Ltd
Branch	Jubilee Hills Branch
IFSC Code	UTIB0001379

SCHEDULE ‘D’ – SPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF THE COMMERCIAL SPACE/SHOP)

Brickwork	Xtra Lite by Ultratech or Aerocon	External walls with 9" AAC Blocks and internal walls with 4" AAC Blocks
RCC Structure	PT Slabs by Pramukh / Crux	RCC works in P.T. by leading P.T. Consultants
Plastering		One Coat Sponge finish plastering for internal and Two Coat Sponge finish plastering for external walls with recron fibre on first coat and water proof chemical in 2nd Coat plaster
Painting: Internal Walls	Asian Paints Premium Emulsion/Equilent	Smooth plastered surface, treated with 2 coats of birla putty , primer applied & coats of Paints
Flooring Commercial Area, Toilets	RAK/Johnson/ Equivalent	800X800 mm Double charged vitrified tiles of branded company, in toilets Dadoing wall tiles upto ceiling height
Windows	Branded UPVC windows	UPVC make windows as per architect’s design with MS powder coated
Electrical Installations Piping, Wires, Switches	Sudhakar/equivalent Finolex/equivalent Legrand/equivalent	Branded PVC medium duty conduits Flame retardant , low smoke wires of ISI mark Branded Switches for common areas only with concealed modular plates & boxes.

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

Steel	Radha TMT	Fe-550 TMT Bars
Cement	Birla Shakti/equivalent	OPC for RCC works and PPC Cement for Block work
RMC	RDC RMC / PRISM RMC / Equivalent	RMC of specified grades as mentioned in structural engineer GFC drawings
Painting:External Walls	Ardx Endura (Waterproof Paint)	Protective Coating of Ardx Endura WPM 209 primer and 309 base coats: this is Waterproofing cum painting
Cellar Painting Work		Cellar ceiling, walls and column painting , entry - exit directions and Thermoplastic paint to show car and scooter parking areas
Elevation	Alstrong ACP, Prakash Glass/Equivalent	Acp, Glass Cladding with mentioned branded material at designated areas as per elevation design given by the architect
Flooring Commercial Area, Toilets	RAK/Johnson/ Equivalent	800X800 mm Double charged vitrified tiles of branded company, in toilets Dadoing wall tiles upto ceiling height
Sanitary Fittings : Common Area Toilets	Kohler /equivalent	Ceramic ware of superior brands as per architect’s choice
CP Fittings: Common Area Toilets	Kohler /equivalent	C P fittings of superior brands in bathrooms, utility & Kitchen
Plumbing	Ashirwaad / Astral/ Equivalent CPVC for internal & prince pipes for external	CPVC internal plumbing & high quality PVC pipes for external plumbing.
Stair Case &Lobby	Granite/ Equivalent	Granite Design with suitable inlays and half moulded / Chamfered skirtings for elegant lobby.
Passenger Lift	Otis/ Mitsubishi	Modern class lifts with granite/italian marble designer cladding near lift entrance

Service Lift	Johnson/Equivalent	Tonns capacity service lift for goods movement
Stair case Railing	Superior Quality Material	S.S, 304 Grade hand rails for supports at stair case.
Water proofing	FOSROC/Equivalent	With water proofing compounds job work done by well trained team
CCTV & Public Addressable Syaytem	CP PLUS / Equivalent	CCTV system at required areas connecting security room to monitior activities at all common areas
Communication System		Cable Tray for Telephone and Internet for all Shops/Offices for future use will be given for better services management
Underground Sump Overhead Tanks		Collection Pit with required capacity to drain seepage ground (if any), Fire Sump as per NBC norms Domestic water Sump with 2 days storage capacity, and Over Head Tanks, Fire Tank with required capacity as per MEP Consultant drawing
Water Pumps	Grunfoes/KSB Pumps	Water Pumps for Pumping water into Over Head Tank with required Horse Power and Head as per MEP consultant