

ANNEXURE
(See Rule 38)

AGREEMENT FOR SALE

This Agreement for Sale ("Agreement") executed on this ____ (Date) day of

_____, 20____,

By and Between

M/s CELEBRITY ESTATES PVT LTD (CIN No. U70200TG2012PTC084282), A company incorporated under the provisions of the Companies Act, 1956, having its registered office H.No. 8-2-293/82, Plot No. 111, Road No. 72, Prashashan Nagar, Jubilee Hills, Hyderabad, TS, 500 033 and its corporate office at H.No. 8-2-293/82, Plot No. 111, Road No. 72, Prashashan Nagar, Jubilee Hills, Hyderabad, TG, 500 033 (PAN - AAFCC0830Q), represented by its authorized signatory Managing Director SRI P. KARUNAKAR REDDY, S/O SRI P. SUDHAKAR REDDY (Aadhar No. 9600 4313 4161) authorized vide board resolution dated **01.12.2012**

Hereinafter referred as the "Promoter" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor in-interest, and permitted assigns).

M/s CELEBRITY HOUSING INFRA PROJECTS PVT LTD CIN no. U45200TG2008PTC059621), a company incorporated under the provisions of the Companies Act, 1956, having its registered office H.No. 8-2-293/82, Plot No. 111, Road No. 72, Prashashan Nagar, Jubilee Hills, Hyderabad, TS, 500 033 and its corporate office at H.No. 8-2-293/82, Plot No. 111, Road No. 72, Prashashan Nagar, Jubilee Hills, Hyderabad, TG, 500 033 (PAN - AADCC7668J), represented by its Authorized signatory Managing Director SRI P. KARUNAKAR REDDY, S/O SRI P. SUDHAKAR REDDY (Aadhar no. 9600 4313 4161) authorized vide Board resolution dated **03.07.2008** hereinafter referred to as the "Promoter" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor in- interest, and permitted assigns).

[If the Allottee is an Individual]

Mr./ Ms. _____, (Aadhar 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]

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The Promoter and Allottee shall hereinafter collectively be referred to as the "Parties" and individually as a "Party".

The Promoter is the absolute and lawful owner of [survey nos.] in Survey No's. 172/p,173/p,174/p,175/p,176/p,180/p & 183/p Totally admeasuring Ac 14-02 Gts situated at of Kardhanur Village, Patancheru Mandal, Sangareddy District ("Said Land") vide sale deed(s) dated registered as documents no. 8302/2014 Dt: 30/04/2014, 27314/2016 Dt: 11/11/2016, 10475/2014 21/08/2014, 27555/2016 02/11/2016, 20083/2013 Dt: 13/11/2013, 27315/2016 Dt: 15/11/2016, 27316/2016 Dt: 15/11/2016, 26217/2017 Dt: 16/11/2017, 338/2018 Dt: 04/01/2018, 14477/2013 Dt: 06/07/2013, 10604/2016 Dt: 16/05/2016, 10605/2016 Dt: 16/05/2016 & 2242/2017 Dt: 15/02/2017, at the office of the Sub-Registrar; Sangareddy.

The Said Land is earmarked for the purpose of plotting development of a residential project, comprising 128 plots and the said project shall be known as CELEBRITY OZONE COUNTY, PHASE - II Provided that where land is earmarked for any residential development the same shall be used for those purposes only and no commercial/institutional development shall be permitted unless it is a part of the plan approved by the competent authority;

The Allottee had applied for a plot in the Project vide application No.vide File No. 007119/SKP/LT/U6/HMDA/12012018, Dated: 12/01/2018 and Permit No: 000037/LO/Plg/HMDA/2018, Dated: 05/03/2018 and has been allotted plot no. _____ having area of _____ square feet in the Kardhanur Village, Patancheru Mandal, Sangareddy District, 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 "Plot" more particularly described in Schedule A);

- A. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;
- B. 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;
- C. 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;

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- D. 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 Plot.

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

1. TERMS:

- 1.1. Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase, the Plot as specified.

- 1.2. The Total Price for the Plot based on the saleable area is Rs.

Only. _____ (Rupees _____)

Plot No..... Type.....	Rate of plot per Square feet
Total Price (in rupees)	

Explanation:

- (i) The Total Price above includes the booking amount paid by the allottee to the Promoter towards the Plot.
- (ii) The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax, and Cess or any other similar taxes which may be levied, in connection with the development of the Project payable by the Promoter, by whatever name called) up to the date of handing over the possession of the Plot 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

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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 demanded by the Promoter within the time and in the manner specified therein. 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 Plot includes recovery of price of land, development of the Common Areas, internal development charges, external development charges, taxes, , water line and plumbing, finishing with paint, (as per law) in the common areas, maintenance charges as per para 11 etc. and includes cost for providing all other facilities, amenities and specifications to be provided as per the agreement within the Plot and the Project.

1.3 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.

1.4 The Allottee(s) shall make the payment as per the payment plan set out in Schedule C ("Payment Plan").

1.5 The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee by discounting such early payments @__ % per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.

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1.6 It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications 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 apartment, plot or building, as the case may be, 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 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) of the Promoter, for which the Promoter shall not be liable after handing over.

1.7 Subject to para 9.3 the Promoter agrees and acknowledges, the Allottee shall have the right to the Plots mentioned below:

- (i) The Allottee shall have exclusive ownership of the Plot;
- (ii) The Allottee has the right to visit the project site to assess the extent of development of the project and his Plot, as the case may be.

1.8 The Allottee has paid a sum of Rs. _____ (Rupees _____ only) as booking amount being part payment towards the Total Price of the Plot at the time of application the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Plot as prescribed in the Payment Plan [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.

2. MODE OF PAYMENT:

Subject to the terms of the Agreement, 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 ' _____ ' payable at _____.

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

3.1 The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 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

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

5. TIME IS ESSENCE: 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 Plot to the Allottee and the common areas to the association of allottees or the competent authority, as the case may be.

6. POSSESSION OF THE PLOT:

6.1 Schedule for possession of the said Plot- The Promoter agrees and understands that timely delivery of possession of the Plot 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 assures to hand over possession of the Plot along with ready and complete common areas with all specifications, amenities and facilities of the project in place on __, unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature or any Court stay or Government order 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 conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Plot, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the 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.

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- 6.2 Procedure for taking possession** - The Promoter, upon obtaining the occupancy certificate* from the competent authority shall offer in writing the possession of the Plot, to the Allottee who has paid all the amounts in terms of this Agreement to be taken within two 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. [Provided that, in the absence of local law, the conveyance deed in favour of the allottee shall be carried out by the promoter within 3 months from the date of issue of occupancy certificate]. 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 Plot, as the case may be, to the allottee at the time of conveyance of the same.
- 6.3 Failure of Allottee to take Possession of Plot-** Upon receiving a written intimation from the Promoter as per para 7.2, the Allottee shall take possession of the Plot from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Plot to the allottee. In case the Allottee fails to take possession within the time provided in para 7.2, such Allottee shall continue to be liable to pay maintenance charges as specified in para 7.2.
- 6.4 Possession by the Allottee** - After obtaining the occupancy certificate* and handing over physical possession of the Plot to the Allottees, it shall be the responsibility of the Promoter to hand over the necessary documents and plans 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, to the association of allottees or the competent authority, as the case may be, within thirty days after obtaining the completion certificate].
- 6.5 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. 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 Plot to another purchaser, whichever is later.

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6.6 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 and the claim for interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force. Except for occurrence of a Force Majeure event, if the promoter fails to complete or is unable to give possession of the Plot(i) in accordance with the terms of this Agreement, duly completed by the date specified in para 7.1; 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 Plot, with interest at the rate prescribed in the Rules 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 Plot, which shall be paid by the promoter to the allottee within ninety days of it becoming due.

7. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

- (i) The Promoter hereby represents and warrants to the Allottee as follows:
- (ii) 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;
- (iii) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- (iv) 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]
- (v) There are no litigations pending before any Court of law or Authority with respect to the said land or Project except those disclosed in the title report.
- (vi) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Plot are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Plot and common areas;
- (vii) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;

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- (viii) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Land, including the Project and the said Plot which will, in any manner, affect the rights of Allottee under this Agreement;
- (ix) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Plot to the Allottee in the manner contemplated in this Agreement;
- (x) At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the Plot to the Allottee and the common areas to the association of allottees or the competent authority, as the case may be;
- (xi) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities till the completion certificate has been issued and possession of plot as the case may be, along with common areas has been handed over to the allottee and the association of allottees or the competent authority, as the case may be;
- (xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoter in respect of the said Land and/or the Project except those disclosed in the title report.

8. EVENTS OF DEFAULTS AND CONSEQUENCES:

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

- (i) 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 there under.

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

- (i) 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 apartment, 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 Plot, which shall be paid by the promoter to the allottee within ninety days of it becoming due.

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

- (i) In case the Allottee fails to make payments for _____ 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;
- (ii) In case of Default by Allottee under the condition listed above continues for a period beyond consecutive months after notice from the Promoter in this regard, the Promoter may cancel the allotment of the Plot in favour of the Allottee and refund the 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 Plot to another purchaser, whichever is later.

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

The Parties are entering into this Agreement for the allotment of a Plot _____ with the full knowledge of all laws, rules, regulations, notifications applicable to the project.

11. 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.

12. 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 plot or the land underneath or the receivables, subject to the condition that the plot 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.

13. 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:-

- a) 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

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consideration shall become members of such Association of Allottees formed by the Promoter.

- b) 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.
- c) 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 plot 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.

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

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

16. RIGHT TO AMEND: This Agreement may only be amended through written consent of the Parties.

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- 17. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE / SUBSEQUENT ALLOTTEES:** It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Plot and the Project shall equally be applicable to and enforceable against and by any subsequent Allottees of the Plot, in case of a transfer, as the said obligations go along with the Plot for all intents and purposes.
- 18. WAIVER NOT A LIMITATION TO ENFORCE:**
- a. 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.
 - b. 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.
- 19. SEVERABILITY:** If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.]
- 20. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT:** Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in Project, the same shall be the proportion which the carpet area of the Plot bears to the total carpet area of all the [Apartments/Plots] in the Project.
- 21. FURTHER ASSURANCES:** Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

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22. **PLACE OF EXECUTION:** The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter 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

_____ (specify the address of the Sub-Registrar). Hence this Agreement shall be deemed to have been executed at

_____.

23. **NOTICES:** 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 at their respective addresses specified below:

_____ Name of Allottee
_____ (Allottee
Address) M/s _____ Promoter name
_____ (Promoter Address)

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.

24. **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 to consider as properly served on all the Allottees.

25. **SAVINGS:** Any application letter, allotment letter, agreement, or any other document signed by the allottee, in respect of the apartment, plot or building, as the case may be, prior to the execution and registration of this Agreement for Sale for such apartment, plot or building, as the case may be, 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.

26. **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.

P. Sushmita
AUTHORIZED SIGNATORY

27. **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.

P. Sushmita
AUTHORIZED SIGNATORY

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for Sale at _____
(city/town name) in the presence of attesting witness, signing as such on the day first above written.

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Allottee: (including joint buyers)

(1) Signature _____

Name _____

Address _____

Please affix
photograph and
sign across the
photograph

(2) Signature _____

Name _____

Address _____

Please affix
photograph and sign
across the
photograph

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Promoter:

(1) Signature (Authorised Signatory) _____

Name _____

Address _____

At _____ on _____ in the presence of:

Please Affix
photograph and
sign across the
photograph

WITNESSES:

1. Signature _____

Name _____

Address _____

2. Signature _____

Name _____

Address _____

P. Sushmita
AUTHORIZED SIGNATORY

SCHEDULE 'A' -	PLEASE INSERT DESCRIPTION OF THE Plot AND THE GARAGE/COVERED PARKING (IF APPLICABLE) ALONG WITH BOUNDARIES IN ALL FOUR DIRECTIONS
SCHEDULE 'B' -	FLOOR PLAN OF THE APARTMENT SCHEDULE 'C' - PAYMENT PLAN-Not applicable
SCHEDULE 'D' -	SPECIFICATIONS, AMENITIES (WHICH ARE PART OF THE PLOT)
SCHEDULE 'E' -	SPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF THE PROJECT)

[The 'Schedules' to this Agreement for Sale shall be as agreed to between the Parties]

P. Sushmithe
AUTHORIZED SIGNATORY