

Agreement for Sale

Affix Color
photograph of
Allottee/ First
Allottee with
signature
across the
photograph

Affix Color
photograph of
the authorized
signatory of
Promoter with
signature
across the
photograph

For AVALON PROJECTS


Auth. Signatory

This Agreement for Sale, hereinafter referred to as the Agreement, is executed on this day of Two thousand and at

By and Between

[if the promoter is a company]

M/s (CIN No.) a company incorporated under the provisions of the Companies Act, 1956/ 2013 and having its registered office at and its corporate office at and its PAN is....., represented by its authorised signatory..... (Aadhar No.) authorised vide board resolution datedhereinafter referred to as the "**Promoter**" (which expression shall, unless it be repugnant to the context or meaning thereof be deemed to mean and include, its assignees, legal successor(s) in interest) of the ONE PART.

OR

[if the promoter is a partnership firm]

M/s a partnership firm, duly registered and existing under the provisions of the Indian Partnership Act, 1932, having its principle place of business atand its PAN is..... represented by its authorised partner.....(Aadhar No.) duly authorized vide authority letter datedpassed and signed by all the partners constituting the firm, (Copy enclosed) (hereinafter referred to as the "**Promoter**"), which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include their legal successor(s), administrators, executors successors & permitted assignees including those of the respective partners of the ONE PART.

OR

[if the promoter is an individual]

Mr./Mrs./Ms..... (Aadhar No.....) son/daughter/wife of Mr. aged about years, R/o.....its PAN is..... (hereinafter singly/ jointly, as the case may be, referred to as the "**Promoter**", which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include his/her legal successor(s), administrators, executors successors & permitted assignees) of the ONE PART.

AND

[if the allottee is an individual]

Mr./Mrs./Ms..... son/daughter/wife of Mr. aged about years, R/o..... (Aadhar No.) (PAN) (hereinafter singly/ jointly, as the case may be, referred to as the "**Allottee(s)**", which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include their legal successor(s), administrators, executors successors & permitted assignees) of the OTHER PART.

OR

2

For AVALON PROJECTS

Auth. Signatory

[if the allottee is a partnership firm]

M/s a partnership firm, duly registered and existing under the provisions of the Indian Partnership Act, 1932, having its principle place of business at (PAN-.....) through the partner Mr./Ms. (Aadhar No.....) duly authorized vide authority letter dated passed and signed by all the partners constituting the firm, (Copy enclosed) (hereinafter referred to as the "**Allottee(s)**", which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include their legal successor(s), administrators, executors successors & permitted assignees including those of the respective partners) of the OTHER PART.

OR

[if the allottee is a company]

M/s. (CIN No.....) a Company incorporated under the provisions of the Companies Act, 1956/2013 having the registered office at and its PAN is through Mr. (Aadhar No.....), its authorized signatory who has been duly empowered vide Board Resolution dated (hereinafter jointly and severally, as the case may be, being the allottee(s) of the Unit hereinafter, referred to as the "**Allottee(s)**", which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include their legal successor(s), administrators, executors successors & permitted assignees) of the OTHER PART.

or

[if the allottee is HUF]

Mr./Ms. (Aadhar No.....) son/daughter/wife of aged about years for self and as the Karta of the HUF, having its place of business/ residence at (PAN-.....) (hereinafter referred to as, "**Allottee(s)**", which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include him and each of the members constituting the HUF their Heirs, administrators, executors, successors & permitted assignees) of the OTHER PART.

(Details of other allottees to be inserted, in case of more than one allottee)

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

INTERPRETATIONS/ DEFINITIONS:

- (1) In this Agreement, the following expressions unless repugnant to the context shall have the meaning assigned thereto –
 - (a) "Act" means the Real Estate (Regulation and Development) Act, 2016;
 - (b) "Built-up area" means the sum of area of the Apartment or Flat. It shall include area encompassed within the walls of Apartment or Flat, all balconies, whether covered or un-covered, and thickness of wall. In case there be a common wall only 50% of thickness of such wall shall be taken in consideration for calculating the built-up area;

For AVALON PROJECTS

Auth. Signatory

- (c) "Carpet Area" shall have the meaning as ascribed to it in the Act;
 - (d) "Common Areas" shall have the meaning as ascribed to it in the Act;
 - (e) "Interest" means the interest payable at the rate specified in rule 17 of the Rules;
 - (f) "Limited Common Areas and Facilities" means common areas and facilities designated and reserved by the Promoter for exclusive use of the Allottee(s) to the exclusion of other apartment owners and more clearly detailed in **Schedule-10**;
 - (g) "Para" means a Para of this Agreement;
 - (h) "Maintenance Society" shall mean the society, association or body, by whatever name called, that may be formed under clause (e) of sub-section (4) of section 11 of the Act;
 - (i) "Regulation" means the Regulation made under the Act;
 - (j) "Rules" means the Rajasthan Real Estate (Regulation and Development) Rules, 2017;
 - (k) "Schedule" means the Schedule attached to this Agreement; and
 - (l) "Section" means the section of the Act.
- (2) The words and expressions used herein but not defined in this Agreement and defined in the Act or in the Rajasthan Urban Improvement Act, 1959 (Act No. 35 of 1959) or in the Rajasthan Municipalities Act, 2009 (Act No 18 of 2009) or any other law for the time being in force shall have the same meanings respectively assigned to them in those laws.

WHEREAS THE PROMOTER DECLARES THAT,-

- A. the Promoter is in lawful possession of the land khasara No..... of revenue villagesituated in, Tehsil..... /City.....District with a total area admeasuring of square meters (hereinafter referred to as '**Land**' and more fully described in the **Schedule-1**).
- B. the Promoter has a legal title to the Land with legally valid documents and is lawful owner of the land. The Land was purchased by the Promoter from or from Development Authority/ Urban Improvement Trust / Municipal Corporation / Council / Board in auction, as stated in the Conveyance deed / Lease-deed dated , registered on in the office of Sub-Registrar in its Book No. Volume No. at Page No. bearing Serial No. and an additional copy of the same was also pasted in its additional Book No. Volume No. at Page No.
- OR
- The owner of the Land is Mr./Mrs./M/s son/ daughter/ wife of R/o The Land was purchased by such owner from or from Development Authority/ Urban Improvement Trust/ Municipal Corporation/ Council/ Board in auction, as stated in the Conveyance deed/ Lease-deed dated , registered on in the office of Sub-Registrar in its Book No. Volume No. at Page No. bearing Serial No. and an additional copy of the same was also pasted in its additional Book No. Volume No. at Page No. the consent of such owner of the Land has been taken and as such a collaboration agreement/ development agreement/ joint development agreement has been entered into between the Promoter and the aforesaid owner of the Land for developing the Project and such agreement has been registered on in the office of Sub-Registrar in its Book No. Volume No. at Page No. bearing Serial No. and an additional copy of the same was also pasted in its additional Book No. Volume No. at Page No.
- C. the said Land is earmarked for the purpose of.....

.....[commercial/residential/any other purpose] project, comprising
.....multistoried apartment buildings and [insert any other components of the Projects] and
the said project shall be known as('Project')

OR

the said land is earmarked for the purpose of plotted development of a
[commercial/residential/any other purpose] project, comprising plots and [insert
any other components of the Projects]

Provided that where land is earmarked for any institutional development the same shall
be used for those purposes only and no commercial/residential development shall be
permitted unless it is a part of the plan approved by the competent authority;

D. 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.

E. the [Please insert the name of the concerned competent authority] has granted
the building sanction letter to develop the Project vide its approval numberdated
.....;

F. the Land is free from all encumbrances.

OR

the details of the encumbrances on the Land including any rights, title, interest or name of
any party in or over the Land along with details are as under :-

.....
.....
.....

G. the Promoter has conceived, planned and is in the process of constructing and developing a
real estate project known as '.....', (hereinafter referred to as the
'Project') after getting necessary permissions/ approvals from the concerned competent
authorities and which inter-alia comprising of apartments/ plots/ buildings and includes the
common areas, the development works, all improvements and structures thereon, and all
easements, rights and appurtenances belonging thereto, on a piece and parcel of Land
admeasuring square meters situated at And latitude & longitude of the
end points of the Project are respectively. The location details are fully described in
the Schedule-1.

H. the Project has been registered with the Real Estate Regulatory Authority on (date)
and the Project Registration Certificate No. is This registration is valid for a period
of..... years commencing from..... and ending with..... unless extended by the Authority.
The details of the Promoter and Project are also available in the website (www.....) of
the Authority.

I. the layout plan/ site plan of the Project (..... Phase / whole Project) has been sanctioned vide
No..... dt. by the (competent authority), and copy of which is
enclosed as Schedule-2(a).

J. approval of specifications of the Project and permission of building construction upto
..... meters height (.....floor) under the relevant legal provisions has been accorded
vide No..... date by the (competent authority).
The specifications of the Project are as listed out in Schedule-2(b)

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;

- K. the details of Floor plan of the Apartment No..... and for tower/ block of the Project is given in Schedule-3.
- L. the details, specifications, facilities, amenities which are part of Apartment/Plot have been listed out in Schedule-5 and plan of development works to be executed in the proposed Project and the proposed facilities to be provided thereof, including internal and external development proposed in the Project have been listed out in Schedule-6 attached hereto.
- M. the stage wise time-schedule of completion of the Project/ Phase thereof including the provisions of civic infrastructure like water, electricity, sanitation and all other above-mentioned internal/external development works is detailed in Schedule-7 attached hereto.

- N. temporary fire NOC for the Project has been accorded by the vide No.
Dated
(Applicable only in case such NOC is required under local law)
- O. Environmental Clearance from the department concerned has been obtained for the Project.
(Applicable only in case such clearance is required under local law)
- P. the Promoter has opened a separate account in Branch..... of.....
Bank for the purpose as provided in sub-clause (D) of clause (I) of sub-section (2) of section 4.
- Q. The Allottee hereby represents that it has undertaken necessary due-diligence with respect to the Unit and the Project and has reviewed the title documents in respect of the Land, rights of the Promoter in respect of the Project and approvals and permissions accorded by the competent authorities etc., and has fully satisfied itself about the nature of rights, interests and arrangements of the Promoter in respect of the Unit and has further understood the limitations and obligations of the Promoter in respect thereof.
- R. The Allottee(s), being aware of the Project and details given in the advertisements about the Project made by the Promoter and/or on visiting the model of the Apartment/ Building, has applied for allotment and to purchase a Plot / Apartment / Building (hereinafter referred to as the 'Unit') in the Project vide his/her/their/its application dated.....
The Allottee(s) has also deposited a sum of Rs..... (in words Rupees.....) as an advance payment/ booking amount including application fee (not being more than 10% of the cost of the apartment/plot as provided in sub-section (1) of section 13 of the Act) and agrees to make timely and complete payments of the remaining sale price as well as other dues under this Agreement as per terms and conditions of this Agreement.

- S. the Allottee has applied for, an apartment in the Project vide application no. dated and has been allotted apartment no. having Carpet Area of square feet, type, on floor in [tower/ block/ building] no. ("Building") along with garage/covered parking no. admeasuring square feet in the [Please insert the location of the garage/ covered parking], as permissible under the applicable law and of pro rata share in the common areas as defied under clause (n) of section 2 of the Act (hereinafter referred to as the "Apartment" more particularly described in Schedule-4 and the floor plan of the apartment is annexed hereto and marked as Schedule-3.

Note: Garage includes covered car parking / basement car parking/stilt car parking.

OR

the Allottee has applied for a plot in the Project vide application no. dated and has been allotted plot no. having area of square feet and plot for garage/covered parking no. admeasuring square feet (if applicable) in the [Please insert the location of the garage/covered parking], as permissible under the applicable law and of pro-rata share in the common areas as defied under clause (n) of section 2 of the Act, hereinafter referred to as the "Plot", more particularly described in Schedule- 4;

- T. The Parties have gone through all the terms & conditions set out in this Agreement and understood the mutual rights, duties and obligations detailed herein. The Parties hereby confirm that they are signing this Agreement with full knowledge of the all laws, rules, regulations, notifications etc. applicable to the Project.
- U. 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;
- V. 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 [Apartment/Plot] and the garage/covered parking (if applicable) as specified in Para S above.

NOW THIS AGREEMENT WITNESSETH AND THE PARTIES HERETO MUTUALLY AGREE ON FOLLOWING TERMS AND CONDITIONS, NAMELY:-

1. TERMS:

- 1.1. Subject to the terms & conditions as detailed in this Agreement, the Promoter hereby agrees to sell to the Allottee(s) and the Allottee(s) hereby agrees to purchase and receive the said Apartment / Plot.
- 1.2. The Total Price for the Apartment/ Plot based on the Carpet Area is Rs. (in words Rupees only) ("Total Price"), (Give break-up and description)

Block/ Building/ Tower no..... Apartment no. Type..... Floor.....	Rate of Apartment per square feet*
Total Price (in Rupees)	-----

The break up of the Total Price is as more clearly detailed in Schedule -8 attached hereto.

and (if/as applicable)

Garage/ covered parking-1	Price for 1 (in Rs.)
Garage/ covered parking-2	Price for 2(in Rs.)
Total price (in Rupees)	-----

OR

and (if/as applicable)

Plot No.	Rate of Plot per square feet*
Type Location	
Total price (in Rupees)	-----

and (if/as applicable)

Garage/ covered parking-1	Price for 1 (in Rs.)
Garage/ covered parking-2	Price for 2(in Rs.)
Total price (in Rupees)	-----

Explanation :

- (i) The Total Price above includes the booking amounts of Rs. (Rupees.....) paid by the Allottee to the Promoter towards the Apartment / Plot as mentioned in Para 'S' in the recitals.
- (ii) The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax, GST, 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) upto the date of the handing over the possession of the Apartment/ Plot to the Allottee and the Project to the Maintenance Society 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(s) 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 schedule 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;
- (iii) The Promoter shall periodically intimate to the Allottee(s), the amount payable as stated in (i) above and the Allottee(s) shall make payment demanded by the Promoter within the time and in the manner specified in the Schedule-9. In addition, the Promoter shall provide to the Allottee(s) 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 Apartment/ Plot includes price of land, construction of, not only the Apartment but also, the common areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the Apartment/Plot, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the common areas, maintenance charges and includes cost for providing all other facilities, amenities and specification to be provided within the Apartment/ Plot and the Project as specified in Schedule 5 and 6.
- 1.3. The Total Price is escalation free, save and except increases which the Allottee(s) 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(s) for increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall enclose the said notification/ order/ rules/ regulations to that effect along with the demand letter being issued to the Allottee(s), 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. As mentioned in para 'R' in the recitals above, the Promoter has already received an advance/ booking amount from the Allottee(s) a sum of Rs./- (Rupees only) (not being more than 10% of the total cost of the Unit as provided in sub-section (1) of section 13) out of the Total Price of Rs..... and the Allottees(s) agrees and undertakes to

For AVALON PROJECTS

Auth. Signatory

pay the balance amount of Rs..... of the Total Price strictly in accordance with the payment plan attached hereto as **Schedule-9**.

- 1.5. It is agreed that the Promoter shall not make any addition and alteration in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described herein at Schedule '5' and Schedule '6' (which are to be in conformity with the advertisement, prospectus etc., on the basis of which sale is effected) in respect of the Apartment/ Plot in contravention with the provisions of the Act:

Provided that the Promoter may make such minor additions or alterations as may be required by the Allottee(s), or such minor additions or alterations as may be necessary due to architectural and structural reasons duly recommended and verified by an authorised Architect or Engineer after proper declaration and intimation to the Allottee, as per the provisions of the Act. For clarity, the minor additions or alterations shall exclude structural changes including an addition to the area or change in height, or the removal of part of a building, or any change to the structure, such as the construction or removal or cutting into of any wall or a part of a wall, partition, column, beam, joist, floor including a mezzanine floor or other support, or a change to or closing of any required means of access ingress or egress or a change to the fixtures or equipment.

- 1.6. *(Applicable in case of Apartment)* The Promoter shall confirm to the final carpet areas that has been allotted to the Allottee after construction of the building is complete and the Completion Certificate granted by the competent authority, by furnishing details of the charges, if any in the carpet 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 then the Promoter shall refund the excess money paid by Allottee within 45 days with interest from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area, which is not more than 3% (three percent) of the carpet area of the Apartment allotted to the Allottee, or such other percentage as provided in the Rules, the Promoter may demand that from the Allottee as per the next milestone of the Payment Plan as provided in this Agreement. However, in the event the increase in Carpet Area of the Apartment is more than 3% or such other percentage as provided in the Rules, then the Promoter shall be entitled to demand additional amount from the Allottee for increase in Carpet Area of the Apartment upto 3%. All these monetary adjustments shall be made at the same rate per square feet as agreed in Para No.1.2 above.

- 1.7. Subject to Para No. 9.3 the Promoter agreed and acknowledges upon execution of Sub-lease/Conveyance Deed in favor of the Allottee, the Allottee shall have the right to the Apartment/ Plot as mentioned below:

- (i) The Allottee(s) shall have exclusive ownership of the Apartment/ Plot;
- (ii) The Allottee(s) shall also have undivided proportionate ownership and share in the common areas. Since the share/ interest of Allottee(s) in the common areas is indivisible and cannot be divided or separated, the Allottee(s) shall use the common areas except Limited Common Areas and Facilities, along with other occupants and maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the Promoter shall handover the common areas to the Maintenance Society after duly obtaining the completion certificate from the competent authority as provided in the Act. The Allottees shall not have any ownership right on the Limited Common Areas and Facilities and the right to use Limited Common Area and Facilities shall be limited to Allottees who have been specifically authorized to use such Limited Common Areas and Facilities. The Promoter shall be entitled to regulate the usage of the Limited Common Areas and Facilities and dispose the same as it may deem fit;

- (iii) That the computation of the price of the Apartment/ Plot includes recovery of price of land, construction of, not only the Apartment but also, the common areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the Apartment, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the common areas, maintenance charges and includes cost for providing all other facilities, amenities and specification to be provided within the Apartment/ Plot and the Project;
 - (iv) The Allottee has the right to visit the Project site to assess the extent of development of the Project and his Apartment/ Plot.
- 1.8. It is made clear by the Promoter and the Allottee agrees that the Apartment/ Plot 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 accept 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 Allottee(s) of the Project.
- 1.9. The Promoter agrees to pay all outgoing/ dues before transferring the physical possession of the Apartment/Plot to the Allottee(s) which it has collected from the Allottee(s), for the payment of outgoing/dues (including land cost, ground rent, municipal or other taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to the competent authorities, banks and financial institutions, which are related to the Project). If the Promoter fails to pay all or any of the outgoing/ dues collected by it from the Allottee(s) or any liability, mortgage loan and interest thereon before transferring the Apartment/Plot to the Allottee(s), the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoing/ dues 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 therefore by such authority or person.
- 1.10. The Allottee has paid a sum of Rs.----- (Rupees----- only) as booking amount being part payment towards the Total Price of the Apartment/ 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 Apartment/ Plot as prescribed in the payment plan at Para No.1.4 above as may be demanded by the Promoter within the time and manner specified therein.
Provided that if the Allottee(s) 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 & TERMS OF PAYMENT:

- 2.1. 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 given in Schedule-9 above through account payee cheque/ demand draft/ banker's cheque or online payment (as applicable) in favor of ----- payable at -----.

- 2.2. For all payments, the date of clearance of the demand draft(s) or A/c payee cheque(s) shall be taken as the date of payment. In case the Allottee makes any payment by an outstation cheque, then the payment shall be deemed to have been received on the date the cheque gets credited into the bank account as designated by the Promoter. Further, the applicable bank charges for clearing of such outstation cheques shall be borne and paid by the Allottee and the Promoter shall not be responsible for the same.
- 2.3. In the event any cheque is dishonoured by the bank for any reason whatsoever, the Allottee shall be liable to pay the cheque dishonour (i.e. bounce) charges of Rs.500 (Rupees Five Hundred Only) or any other amount as may be notified from time to time, with applicable taxes per event of dishonour / bouncing and/or such other charges/taxes as may be levied by the competent authorities / bank in respect of the same from time to time. The Allottee confirms payment of aforesaid charges shall be in addition to the liability of the Allottee of payment of interest on the delayed payments as per the terms of this Agreement.
- 2.4. The Allottee shall be issued a receipt by the Promoter against the delivery of every demand draft / cheque issued by the Allottee subject to the clearance of the said demand draft / cheque. The receipt of the payment shall be issued by the Promoter in the name of the Allottee, irrespective of the fact that payment is being made by any other person or from any other account.
- 2.5. The Allottee further agrees that except as specifically expressed under this Agreement, the Promoter is not required to send reminder / notices to the Allottee in respect of the payment obligations and other obligations of the Allottee as set out in this Agreement to be met by the Allottee and the Allottee is required to adhere to the timelines and comply with all its obligations on its own.

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 ('FEMA'), Reserve Bank of India Act, 1934 ('RBI' Act) and the Rules and Regulation made thereunder or any statutory amendments or modifications made thereof and all others applicable laws including that of remittance of payment, acquisition/ sale/ transfer of immovable properties in India etc. and provide the Promoter with such permission, approval 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 FEMA or statutory enactments or amendments thereof and the Rules and Regulation 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 FEMA or other laws as applicable, as amended from time to time.
- 3.2. The Promoter accepts no responsibility in regard to matters specified in Para 3.1 above. The Allottee shall keep the Promoter fully indemnified and harmless in this regards. 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 Promoters 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 Allottee and such third party shall not have any right in the application/allotment of the said Apartment/ Plot apply for herein in any way and the Promoter shall be issuing the payment receipts in favor of the Allottee only.

4. ADJUSTMENT/ APPROPRIATION OF PAYMENTS:

The Allottee authorized the Promoter to adjust/ appropriate all payments made by him/ her under any head of dues against lawful outstanding of the Allottee against the Apartment/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. The Allottee agrees and understands that the payments made by the Allottee shall be first adjusted towards the payment / satisfaction of any outstanding or past interests/dues/amounts, if any, and thereafter shall be adjusted towards the payments to be made towards Total Price.

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 Apartment/ Plot to the Allottee and the common areas to the Maintenance Society or the competent authority, as the case may be.

The Allottee agrees that the timely payment of installments of the Total Sale Price and other charges and performance of its obligations by the Allottee is essence of this Agreement and payment of installments of the Total Sale Price and other charges shall be made by the Allottee in accordance with the Payment Plan as per demands is raised by the Promoter. The Payment Plan as detailed in Schedule-9 shall be final and binding on the Allottee and any subsequent change in the Payment Plan shall be duly intimated to the Allottee by the Promoter as per this Agreement.

6. CONSTRUCTION OF THE PROJECT:

The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the Apartment/ Plot and accepted the floor plan, payment plan and the specification, amenities and facilities annexed along with this Agreement 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, FAR, and density norms and provisions prescribed by the relevant building bye-laws 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 para by the Promoter shall constitute a material breach of this Agreement.

7. POSSESSION OF THE APARTMENT / PLOT:

- 7.1. **Schedule for possession of the said Apartment or Plot** – The Promoter agrees and understands that timely delivery of possession of the Apartment/ Plot to the Allottee and the common areas to the Maintenance Society or the competent authority, as the case may be, is the essence of the Agreement. The Promoter assures to handover possession of the Apartment/ Plot along with ready and complete common areas with all specifications, amenities and facilities of the Project/Phase within months from the date of registration

granted by the Authority i.e. in place on ----- , unless there is delay or failure due to war, government notification, order/judgement of any court, authority, change in law, flood, drought, fire, cyclone earthquake, or any other calamity caused by nature effecting the regular development of the real estate project ("*Force Majeure*"). If, however, the completion of 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 Apartment/Plot, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee(s) 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 repay to the Allottee(s) on pro-rata basis the amount received by the Promoter from the Insurance Companies, with interest within forty-five days from date of receiving compensation from Insurance Companies, provided that the Allottee has executed and registered a cancellation deed in respect of cancellation / termination of allotment of the said Apartment / plot, as per format provided by the Promoter. 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 agreed that he/ she shall not have any rights, claims etc. against the Promoter and the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

- 7.2. **Procedure for taking possession-** The Promoter, upon obtaining the Completion Certificate from the competent authority shall offer in writing the possession of the Apartment/ Plot, to the Allottee(s) in terms of this Agreement to be taken within 2 (two) months from the date of issue of Completion Certificate. The Allottee(s) shall clear all his/her/their dues within the time specified in the offer of possession and take over possession of the said Apartment/Plot within the prescribed time. The execution of title documents including possession letter, lease deed/sub-lease deed/conveyance deed in favour of the Allottee shall be subject to receipt of the Total Price and all other charges / amounts from the Allottee as detailed in this Agreement. The Allottee shall comply with and abide by applicable rules, regulations, terms and conditions prescribed/imposed by the competent authorities.

It is clarified that due to the absence of provision regarding the timeline for executing the conveyance deed/sub-lease deed in local law, the conveyance deed/sub-lease deed in favor of the Allottee shall be carried out by the Promoter within three months from the date of issue of Completion Certificate as per the provision of the Act. However, in case any provisions of the local laws regarding the timeline for executing the conveyance deed/sub-lease deed is provided at any later stage, the Promoter undertakes to abide by same. The Promoter agrees and undertakes to indemnify the Allottee(s) in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee(s), after taking possession, agree(s) to pay the maintenance charges as determined by the Promoter/Maintenance Society, as the case may be, after the issuance of completion certificate for the Project. The Promoter shall handover the copy of Completion Certificate to the Allottee at the time of conveyance of the same.

- 7.3. **Failure of Allottee to take possession of Apartment/ Plot-** Upon receiving a written intimation from the Promoter as per Para No. 7.2 above, the Allottee(s) shall take possession of the Apartment/ 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 Apartment/ Plot to the Allottee(s). In case the Allottee(s) fails to take possession within the time provided as per Para No. 7.2 above, such Allottee shall continue to be liable to pay maintenance charges from the date of offer of possession and the

Promoter shall not be held responsible for any damage, theft, accident or mishap to/in the Apartment / Plot, its fittings, fixtures thereafter, in any manner whatsoever. The Allottee shall be deemed to have taken over the possession of the said Apartment / Plot from the date of offer of possession only for the purpose of payment of maintenance charges. However the actual and physical possession of the said Apartment/Plot shall be handed over by the Promoter to the Allottee only upon payment of all dues and execution and registration of conveyance deed/sub-lease deed by the Allottee.

- 7.4. **Possession of the Allottee-** After obtaining the Completion Certificate and handing over physical possession of the Apartment/ Plot to the Allottee, it shall be the responsibility of the Promoter to handover the necessary documents and plan, including common areas to the Maintenance Society or the competent authority, as the case may be, as per the local laws:

It is clarified that due to the absence of provision regarding the timeline for handing over the necessary documents and Common Areas to the Maintenance Society in any local law, the Promoter shall handover the necessary documents and plans, including common areas, to the Maintenance Society or the competent authority, within thirty days after obtaining the Completion Certificate as per the provision of the Act. However, in case any provisions of the local laws regarding the timeline for handing over necessary documents including Common Areas to the Maintenance Society is provided at any later stage, the Promoter undertakes to abide by same.

In case the Project is developed in a phase-wise manner, the handing over of the Common Areas of the Project by the Promoter shall take place only after the completion of entire Project.

- 7.5. **Cancellation by Allottee-** The Allottee(s) shall have the right to cancel/withdraw his allotment in the Project as provided in the Act.

Provided that where the Allottee(s) proposes to cancel/withdraw from the Project without any fault of the Promoter, the Promoter herein is entitled to forfeit the booking amount, interest, brokerage charges paid for the allotment. The balance amount of money paid by the Allottee(s) shall be returned by the Promoter to the Allottee(s) within forty-five days from the date of disposal/re-sale of the Apartment /Plot to the third party and receipt of payment of entire amount from such third party in respect of the said apartment.

- 7.6. **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 .

Except for occurrence of a Force Majeure event, if the Promoter fails to complete or is unable to give possession of the said Apartment/ Plot (i) in accordance with the terms of this Agreement, duly completed by the day specified in Para No. 7.1 above; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation or expiry of the registration under the provisions of the Act or for any other reason; the Promoter shall be liable, on demand to the Allottee, 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 Apartment/ Plot, with interest including compensation in the manner as provided under the Act within forty-five days of it becoming due:

Provided that where if the Allottee does not intent to withdraw from the Project the Promoter shall pay the Allottee interest for every month of delay, till the handing over of the possession of the Apartment/ Plot, which shall be paid by the Promoter to the Allottee within forty-five days of it becoming due.

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

8.1 The Promoter hereby represents and warrants to the Allottee(s) as follows:

- (i) The Promoter has absolute, clear and marketable title with respect to the said Land and 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;
(In case the Promoter is not owner of the Land, give details of collaboration with such owner)
- (ii) The Promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the Project;
- (iii) There are no encumbrances upon the said Land or the Project;
(In case there are any encumbrances provide details of such encumbrances including any rights, title, interest and name of party in or over such land)
- (iv) There are no litigations pending before any Court of law or Authority with respect to the said Land, Project or the Unit;
(In case litigation, give details)
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Unit 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, Unit and common areas;
- (vi) 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(s) created herein, may prejudicially be affected;
- (vii) 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 Unit which will, in any manner, affect the rights of Allottee(s) under this Agreement;
- (viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Unit to the Allottee(s) in the manner contemplated in this Agreement;
- (ix) At the time of execution of the conveyance deed/sub-lease deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the Unit to the Allottee(s) and the common areas to the Maintenance Society;
- (x) The Schedule Property is not the subject matters of any HUF and that no part thereof is owned by any minor and /or no minor has any right, title and claim over the Schedule Property;
- (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 the Apartment/ Plot along with common areas (equipped with all the specifications, amenities and facilities) has been handed over to the Allottee and the Maintenance Society 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 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.

9. EVENTS OF DEFAULTS AND CONSEQUENCES:

9.1. Subject to the *Force Majeure* clause, the Promoter shall be considered under a condition of default, in the following events, namely:-

- (i) The Promoter fails to provide ready to move in possession of the Apartment / Plot to the Allottee(s) within the time period specified in Para No. 7.1 above in this Agreement 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 clause, 'ready to move in possession' shall mean that the Apartment or Flat 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 completion certificate, as the case may be, has been issued by the competent authority;
- (ii) Discontinuance of the Promoter's business as a developer on account of suspension or revocation or expiry of his registration under the provisions of the Act or the rules or regulations made thereunder.

9.2. In case of default by the Promoter under the conditions listed above, Allottee(s) is entitled to the following:-

- (i) Stop making further payments to the Promoter as demanded by the Promoter. If the Allottee(s) stops making payments, the Promoter shall correct the situation by completing the construction/ development milestones and only thereafter the Allottee(s) be required to make the next payment without any interest; or
- (ii) The Allottee(s) 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(s) under any head whatsoever towards the purchase of the Apartment / Plot, along with interest within forty-five days of receiving the termination notice, provided that the Allottee has executed and registered a cancellation deed in respect of cancellation / termination of allotment of the said Apartment/Plot, as per format provided by the Promoter:
Provided further, that where an Allottee(s) does not intend to withdraw from the Project or terminate the Agreement, he shall be paid, by the Promoter, interest for the period of delay till the handing over of the possession of the Apartment/ Plot. The interest payable to the Allottee under this clause shall be adjusted at the time of offer of possession of the said Apartment/Plot by the Promoter to the Allottee.

9.3. The Allottee(s) shall be considered under a condition of default, on the occurrence of the following events:

- (i) In case the Allottee(s) fails to make payments for 3(three) consecutive demands made by the Promoter as per the payment plan stated above. Despite having been issued notice in that regard, the Allottee(s) shall be liable to pay interest to the Promoter on the unpaid amount.
- (ii) In case of default by Allottee under the conditions 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 Apartment/ Plot in favour of the Allottee(s) and refund the money paid to him by the Allottee(s) by deducting the booking amount, brokerage charges and the interest liabilities and this Agreement shall stand terminated.

The balance amount of money paid by the Allottee(s) shall be returned by the Promoter to the Allottee(s) without any interest within forty-five days from the date of disposal/re-sale of the Apartment/Plot to the third party and receipt of payment of entire amount from such third party in respect of the said Apartment/Plot, provided that the Allottee has executed and registered a cancellation deed in respect of cancellation / termination of allotment of the said Apartment/Plot, as per format provided by the Promoter. Provided that the Promoter shall intimate the Allottee about such termination at least 30 (thirty) days prior to such termination.

10. CONVEYANCE OF THE SAID APARTMENT/ PLOT :

- 10.1. The Promoter, on receipt of Total Price of the Apartment/ Plot as per Para No.1.2 under the Agreement from the Allottee shall execute a conveyance deed/sub-lease deed and convey the title of the Apartment/ Plot together with proportionate indivisible share in common areas within three months from the date of issuance of the completion certificate, to the Allottee. It is clarified that due to the absence of provision regarding the timeline for executing the conveyance deed/sub-lease deed in local law, the conveyance deed/sub-lease deed in favor of the Allottee shall be carried out by the Promoter within three months from the date of issue of Completion Certificate as per the provision of the Act. However, in case any provisions of the local laws regarding the timeline for executing the conveyance deed/sub-lease deed is provided at any later stage, the Promoter undertakes to abide by same. Provided further that, in case the Allottee(s) fails to deposit the stamp duty, registration charges within the period mentioned in the demand notice, letter, the Allottee(s) authorizes the Promoter to withhold registration of the conveyance deed/sub-lease deed in his/her favour till payment of stamp duty and registration charges to the Promoter is made by the Allottee(s).
- 10.2. The cost of stamp duty, registration charges, other incidental charges, all taxes, cess, duties etc. in respect of Agreement to Sell, Cancellation Deed, Sub-lease deed and other documents executed / to be executed in respect of the said Apartment/Plot shall be borne and paid by the Allottee(s) in addition to Total Amount for the said Apartment/Plot. Further, stamp duty, registration charges, other incidental charges, all taxes, cess, duties etc. in respect of Sub-lease deed, transfer deed etc., for transfer of Common Areas in favour of the association of allottee(s) will also be borne and paid by the Allottee(s) on pro-rata basis, as and when necessity arises. The Allottee(s) will be required to fulfill all requirements as may be required under applicable Laws for execution and registration of this Agreement, cancellation deed, sub-lease deed and other documents.

11. MAINTENANCE OF THE SAID BUILDING/ APARTMENT/ PROJECT:

- 11.1. The Promoter shall be responsible for providing and maintaining the essential services in the Project, till the taking over of the maintenance of the Project by the Maintenance Society upon the issuance of the completion certificate of the Project. The cost of such maintenance until the offer of possession of the said Apartment/Plot to the Allottee has been included in the Total Price of the Apartment/ Plot.
- 11.2. In case the Maintenance Society fails to take over the maintenance of the Project upon issuance of the Completion Certificate of the Project, then the Promoter shall have a right to appoint any agency for undertaking the maintenance services in the Project ("Maintenance Agency") as it may deem fit.

- 11.3. In addition to the maintenance charges, the Allottee shall pay to the Promoter / Maintenance Agency or the competent authorities, as may be required, the monthly electricity charges as per the bills raised on the basis of actual consumption based on the readings of meter installed for the said Unit, charges for water consumption and any other utility charges as may be applicable.
- 11.4. The Allottee(s) agree/s to execute a separate maintenance agreement detailing the terms and conditions for maintenance of common areas and facilities of the Project with the Promoter/its nominated Maintenance Agency.

12. DEFECT LIABILITY:

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 this Agreement 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 thirty days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottee(s) shall be entitled to receive appropriate compensation in the manner as provided under the Act.

13. RIGHT TO ENTER THE APARTMENT FOR REPAIRS:

The Promoter/ Maintenance Society shall have rights of unrestricted access of all common areas, Limited Common Areas and Facilities, open/covered parking and parking spaces for providing necessary maintenance services and the Allottee(s) agrees to permit the Promoter/ Maintenance Society to enter into the Apartment/ Plot 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.

14. USAGE:

- 14.1. Use of Basement(s) and service areas: - The basement and service areas, if any, as located within the Project, 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 equipment's etc. and other permitted uses as per sanctioned plans. The Allottee(s) shall not be permitted to use the services areas, Limited Common areas and Facilities and the basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for used by the Maintenance Society for rendering maintenance services. The use of the said Unit by the Allottee shall be subject to strict compliance of the house rules/code of conduct as may be formulated and determined by the Promoter/ Maintenance Agency/Maintenance Society for such occupation/usage. Further, the Promoter/ Maintenance Agency/ Maintenance Society reserves the right to modify/amend the house rules/code of conduct and such modifications/changes shall be binding on the Allottee along with other occupants in the Building.
- 14.2. The Allottee shall use / cause to be used the said Unit only for residential purposes in and subject to terms and conditions of allotment as under this Agreement and any change in the specified usage which is not in consonance with the usage as specified in this Agreement, rules prescribed by the Maintenance Agency/ Maintenance Society or is detrimental to the public

interest shall be the breach of terms and conditions of this Agreement and the Allottee shall be solely responsible in respect of any penal action, damages or loss due to misuse/any other use than the permitted use asunder this Agreement and the Allottee shall indemnify and keep the Promoter/Maintenance Agency/ Maintenance Society harmless in respect thereof.

- 14.3. The Allottee shall not use or permit use of the said Apartment/Plot for carrying out objectionable trade or use the same for immoral or illegal purposes or in any manner which may or is likely to cause nuisance or annoyance to buyers / occupiers of other apartments / plot or which may interfere with the peaceful possession and occupation of other apartment /plot owners / occupiers.
- 14.4. The Promoter/Maintenance Agency shall not be liable for theft, pilferage or misplacement of any material, fixtures, fittings or equipment kept/installed by the Allottee at the said Unit and/or any accident or injury caused or occasioned to the Allottee, its visitors or any employee or the workers engaged by the Allottee due to lift / elevator / escalator or some other events, on account of any lapses / failure / shortcomings on part of the Allottee/its employees/workers/staff/visitors etc. Further, the Allottee shall indemnify and keep harmless the Promoter / Maintenance Agency/Maintenance Society against all claims or liabilities in respect of the same.

15. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT/ PLOT:

- 15.1. Subject to Para 12 (Twelve) above, the Allottee(s) shall, after taking possession, be solely responsible to maintain the said Apartment / Plot at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the said building Apartment/ Plot, or the staircases, lifts, common passages, corridors, circulation areas, atrium or compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the said Apartment/ Plot, and keep the said Apartment/ Plot, its walls and partitions, sewers, drains, pipes and appurtenances thereto or belonging thereto in good and tenable 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.
- 15.2. 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 façade of the building or anywhere on the exterior of the Project, building therein or common areas. The Allottee also not change the color scheme of outer wall or painting of the exterior side of windows or carry out any change in the exterior elevation or design or sub-divide/bifurcate the said Apartment /Plot or amalgamate the said Apartment/Plot with other apartment /Plot in the Building. Further the Allottee shall not store any hazardous or combustible goods in the Apartment/ Plot 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 wall of the Apartment/ Plot.
- 15.3. The Allottee shall plan and distribute its electric load in conformity with the electric systems installed by the Promoter and thereafter the Maintenance Society and/or maintenance agency appointed by the Maintenance Society. The Allottee shall be responsive for any loss or damages arising out of breach of any of the aforesaid conditions

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

The Parties are entering into this Agreement for the allotment of a Apartment/ Plot with the

full knowledge of all laws, rules, regulations, notifications applicable to the Project.

17. ADDITIONAL CONSTRUCTIONS:

The Promoter undertakes that construction and development of additional structure anywhere in the Project after the building plan, layout plans sanction plan and specifications, amenities and facilities has been approved by the competent authorities and disclosed, shall be made after necessary amendments in the sanction plan, layout plan, building plan as provided in the Act.

18. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:

After the Promoter executes this Agreement he shall not mortgage or create a charge on the said Apartment/ Plot/ Building and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage for charge shall not affect the right and interest of the Allottee(s) who has taken or agreed to take such Apartment/ Plot/ Building. The Promoter shall have the right and authority to raise finance, loan from any financial institution/bank by way of mortgage/charge/securitization of receivables or in any other mode or manner by charge/mortgage of the land of the said Project subject to the condition that the said Apartment/Plot shall be free from all encumbrances at the time of execution of conveyance deed/sub-lease deed in favour of the Allottee.

19. BINDING EFFECT:

Forwarding this Agreement to the Allottee(s) by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee(s) until, firstly, the Allottee(s) signs and delivers this Agreement with all the Schedules along with the payments due as stipulated in this Agreement within thirty days from the date of receipt by the Allottee(s) and secondly, appears for registration of the same before the concerned Sub-Registrar ----- (address of 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(s) 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(s) for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottee(s), application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee(s) in connection therewith including the booking amount shall be returned to the Allottee(s) without any interest or compensation whatsoever.

20. 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 Apartment/ Plot/ Building, as the case may be.

21. RIGHT TO AMEND:

This Agreement may only be amended through written consent of the Parties. Any supplementary agreement and/or additional documents, if necessary, shall be executed by the Parties and the Allottee shall extend full co-operation in respect of the same.

22. PROVISIONS OF THIS AGREEMENT APPLICABLE ALLOTTEE/ SUBSEQUENT ALLOTTEES:

The transfer/assignment/endorsement of the allotment of the said Apartment /Plot by the Allottee in favour of third party/nominees may be permitted by the Promoter subject to (i) receipt of written request from the Allottee; (ii) payment of the administrative charges by the Allottee on the rates as may be determined by the Promoter along with applicable taxes; (iii) signing/execution by the Allottee of such documents/applications as may be provided by the Promoter; (v) the Allottee obtaining no objection certificate / letter from the Maintenance Agency; (iv) the assignee / transferee agreeing to comply with all formalities in this regard and executing such documents as may be required by the Promoter; and (v) applicable laws and notifications from the competent authorities and their directions as may be in force.

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 said Apartment/ Plot and the Project shall equally be applicable to and enforceable against and by any subsequent Allottee of the Apartment/ Plot, in case of a transfer, as the said obligations go along with the Apartment/ Plot for all intents and purposes.

23. WAIVER NOT A LIMITATION TO ENFORCE:

23.1. The Promoter may, at least solve option and discretion, without prejudice to its rights as prescribed in this Agreement to waive the breach by the Allottee in not making payments as per the payment plan mentioned this Agreement 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.

23.2. Failure on 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.

24. 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 the Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

25. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT:

Wherever in this Agreement it is stipulated that the Allottee(s) has to make any payment, in common with other allottees in the Project, the same shall be the proportion which the carpet area of the Apartment/ Plot bears to the total carpet area of all the Apartments/Plots in the Project.

26. INDEMNITY

The Allottee shall abide by the terms of approvals and permissions in respect of the said Apartment / Plot said Project / said Land, as well as all applicable laws in respect of the same. The Allottee shall be responsible for all deviations, violations or breach made by it of such approvals, permissions, sanctions, licenses, etc. and shall keep the Promoter fully indemnified from any suits / actions that may be initiated by any competent authorities against the Promoter for default of /breach of applicable laws of the competent authorities by the Allottee.

The Allottee shall indemnify and hold harmless the Promoter from or against any or all actions, suits, claims, demands, arbitration or other legal proceedings, losses, damages, liabilities, fees, costs and expenses of any kind or nature whatsoever including reasonable attorney's fees, costs and expenses incurred by or asserted against the Promoter that arise from or relate to non-payment of amounts / charges payable hereunder, non-observance and non-compliance of the covenants, obligations and conditions on the part of the Allottee under this Agreement or due to any misrepresentation / concealment / suppression of material facts made by the Allottee to the Promoter. Any claim so made shall be paid forthwith by the Allottee to the Promoter without any delay. In the event of failure of payment of such damages / compensation to the Promoter within the time period specified in the demand notice raised by the Promoter, the Promoter shall be liable to recover the same from the amounts deposited by the Allottee with the Promoter under the terms of this Agreement.

27. RIGHTS OF BUYER TO RAISE FINANCE

- 27.1. The Allottee agrees that it shall take prior written permission of the Promoter in case the Allottee opts for a loan arrangement with any financial institution/banks, for the purposes of purchase of the said Unit. However, if a particular institution/bank refuses to extend financial assistance on any ground, the Allottee shall not hold the Promoter responsible for same or shall not take such refusal as an excuse for non-payment of further installments/dues. Further, the title documents in favour of the Allottee shall be executed only upon, the Promoter receiving a no objection certificate from such bank/financial institution from which the Allottee has opted for such loan arrangement.
- 27.2. Any loan facility from banks / financial institutions availed by the Allottee in respect of the said Unit shall be subject to the terms and conditions as imposed by the Promoter and / or bank / financial institution, and the Allottee shall be solely liable and responsible for repayment of loan facility and satisfaction of charge.
- 27.3. The Allottee understands and agrees that the Promoter shall always have the first lien / charge on the said Unit for all unpaid dues and outstanding amounts payable by the Allottee.
- 27.4. The Allottee agrees that the provisions of this Agreement are and shall continue to be subject and subordinate to the lien or any mortgage/charge/security before or hereafter made/created by the Promoter in respect of the Project/ said Land and any payments or expenses already made or incurred or which hereafter may be made or incurred pursuant to the terms thereof or incidental thereto or to protect the security thereof, to the fullest extent thereof. Such charge, mortgage or encumbrances shall not constitute a ground for objection by the Allottee or excuse the Allottee from making the payment of the Total Sale Price / other amounts / charges payable in respect of the said Unit or performing all other obligations by the Allottee hereunder or be the basis of any claim against or liability of the Promoter.

28. 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.

29. PLACE OF EXECUTION:

The execution of this Agreement shall be completed 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 -----

30. NOTICES:

All the 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:-

M/s.....(Promoter's name)	Allottee(s) name
Address.....	Address.....

It shall be the duty of the Parties to inform each other of any changes 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(s), as the case may be.

31. JOINT ALLOTTEE:

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 Allottee(s).

32. SAVINGS:

Any application, letter, allotment letter 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 the 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 or the Promoter under the Agreement for sale, under the Act, the rules or the regulations made thereunder.

33. 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, rules and regulations made thereunder including other applicable laws of India for the time being in force.

34. DISPUTE RESOLUTION:

All or any dispute arising out of or touching upon or in relation to the terms and conditions of this Agreement including the interpretation and validity thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussions, between the Parties, failing which the dispute shall be settled in the manner as provided under the Act.

(Note:- Any other terms & conditions as per contractual understanding between the Parties can be inserted. However, such terms should not in derogation of or inconsistent with the terms & conditions of this Agreement or the provisions of the Act and rules/ regulation made thereunder.)

IN WITNESS WHERE OF Parties herein above named have set their respective hands and signed this Agreement for sale at in the presence of attesting witness, signing as such on the day first above written.

Signed and delivered by the within named Allottee(s) in the presence of witnesses on
.....

Passport size photograph with signature across the photograph (First- Allottee)	Passport size photograph with signature across the photograph (Second- Allottee)	Passport size photograph with signature across the photograph (Third- Allottee)
Signature (Name) (First-Allottee)	Signature (Name) (Second-Allottee)	Signature (Name) (Third-Allottee)

Signed and delivered by the within named Promoter in the presence of witnesses at
..... ON

PROMOTER

Name	
------	--

Signature	
Designation	

For
and on
behalf
of M/s

WITNESSES
1- Signature
Name
Address
2- Signature
Name
Address

For AVALON PROJECTS


Auth. Signatory

SCHEDULE-1

(Details of land holdings of the Promoter and location of the Project)

Name of Revenue village and Tehsil	Khasra No.	Area (in meters)
	Total Area	

OR

Name of Scheme/Colony and City	Plot No.	Area (in meters)

2- The piece and parcel of the plot of land in site is bounded on the: -

In North

In South

In East

In West

And measuring

North to South

East to West

3- Latitude/ Longitude of the end points of the Project

In North

In South

In East

In West

4- Other details of the location of the Project

5- Location Map

For AVALON PROJECTS

Auth. Signatory

SCHEDULE-2(a)

(Lay-out Plan of the Project)

SCHEDULE-2(b)

(Approval of specifications of the Project and permission of building construction)

SCHEDULE-3

(Floor Plan of the Apartment and Block/ Tower in the Project)

SCHEDULE-4

**[Description of the Apartment/Plot and Garage/Covered Parking (if applicable)
alongwith boundaries in all four directions]**

SCHEDULE-5

(Specifications, facilities, amenities, which are part of the Apartment/ Plot) which shall be in conformity with the Advertisements, Prospectus etc. circulated by the Promoter at time of booking of Units in the Project)

SCHEDULE-6

(Specifications, facilities, amenities, internal/external development works etc. which are part of the Project) which shall be in conformity with the Advertisements, Prospectus etc. circulated by the Promoter at time of booking of Units in the Project)

(Refer Recital L)

1. Details of development works and proposed facilities to be provided in the ____ Phase / Project:

- a. fire-fighting facilities,
- b. drinking water facilities,
- c. emergency evacuation services,
- d. use of renewable energy etc.,
- e.

2. Details of salient features to be provided in the ____ Phase / Project:

- a. access to the project,
- b. design for electric supply including street lighting,
- c. water supply arrangements and
- d. site for disposal and treatment of storm and sullage water,
- e.
- f. any other facilities and amenities or public health services and other internal development works proposed to be provided.

3. Details of internal development works to be provided in the ____ Phase / Project:

for AVALON PROJECTS


Auth. Signatory

a. ...

Schedule-7¹

(Refer Recital M)

Stage wise construction Schedule

Stage	Date by which the works are proposed to be completed	Details of works to be completed

SCHEDULE-8

BREAK UP OF TOTAL PRICE

<u>S No.</u>	<u>Specification</u>	<u>Amount</u>
1.	Cost of Apartment	
2.	Proportionate cost of common areas	
3.	Preferential location charges	
4.	Cost of exclusive balcony/verandah	
5.	Cost of exclusive open terrace areas	
6.	Taxes	
7.	Maintenance charges	
8.	Any other charges (specify)	
	Total	

SCHEDULE-9

PAYMENT PLAN

Stage of development works & completion of the Unit (with details of works)	Percentage of the Total Price as calculated under Term & Condition No. 1.2	Installment Amount in Rs.	Period within which the installment amount is to be paid by the Allottee

(The Schedules to this Agreement for sale shall be as agreed to between the Parties)

SCHEDULE-10

LIMITED COMMON AREAS & FACILITIES

For AVALON PROJECTS


Auth. Signatory