

`ANNEXURE 'A'

**[See rule 9]
AGREEMENT FOR SALE**

This Agreement for Sale ("Agreement") executed on this ____ (Date) day of ____ (Month), 20____,

By and Between

SHRI SHRISTI CONSTRUCTION PVT. LTD.(CIN no. **U 04520 MP 2005 PTC 17816**), a company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], having its registered office at **KH. NO. 379/4, BIJALPUR, A.B.ROAD, INDORE - 452012** (PAN **AAJCS2398P**), represented by its authorized signatory **AMIT JAIN** (Aadhar no. **9929 7143 8346**) / **PULKIT MAHESHWARI** (Aadhar no.**2658 2436 7230**) authorized vide board resolution dated **20.12.2013/20.12.2015** 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).

AND

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 an assigns).

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

Note:

For the purpose of this Agreement for Sale, unless the context otherwise requires:-

- (a) "Act" means the Real Estate (Regulation and Development) Act, 2016 (16 of 2016);
- (b) "appropriate Government" means the Central Government;
- (c) "Rules" means the Real Estate (Regulation and Development) (General) Rules, 2016 made under the Real Estate (Regulation and Development) Act, 2016;
- (d) "Regulations" means the Regulations made under the Real Estate (Regulation and Development Act, 2016;
- (e) "section" means a section of the Act.

WHEREAS:

- A. The Promoter is the absolute and lawful owner of Khasara Number 374, 375/1, 375/2 part, 376/1 part, 376/2, 377/1, 377/2 part, 378/2, 378/3, 378/4, 379/1, 379/2, 379/3, 379/4, 379/5, 379/6, 379/7, 380/1/2/5, 385/1 part, 385/1 part, 385/2, 386/1, 389/1 part, 389/1 part, 389/2, 390/1, 390/2, 386/2, 389/min-1, 390/2/min-1 386/2, 389/min-1, 390/2/min-1 having its area: 0.526, 0.049, 0.031, 0.059, 0.190, 0.018, 0.007, 0.025, 0.028, 0.028, 0.053, 0.052, 0.057, 0.040, 0.053, 0.053, 0.057, 0.012, 0.013, 0.080, 0.049, 0.113, 0.010, 0.008, 0.041, 0.247,

0.027, 0.020, 0.055, 0.054 total area: 2.055 hectare respectively situated at **Bijalpurin**, Tehsil & District **Indore** ("Said Land") vide sale deed(s) No. **A1-5761 DATED: 31/03/2007, A1-5763 DATED: 31/03/2007, A1-5765 DATED: 31/03/2007, A1-5760 DATED: 31/03/2007, A1-5764 DATED: 31/03/2007, A1-5762 DATED: 31/03/2007, A1-2408 DATED: 27/02/2008, A1-1487 DATED: 01/12/2009, A1-451 DATED: 29/05/2008, A1-1302 DATED: 30/01/2013** & exchange deed no. **A1-1982 DATED: 25/03/2009**, registered at the office of the Sub-Registrar;

- B. The Said Land is earmarked for the purpose of building 7 Residential Apartment Buildings, Amenity Block and Commercial Complex (Future Planning) and the said project shall be known as '**AVASA**';
- C. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the Said Land on which Project is to be constructed have been completed;
- D. The promoter has sanctioned the layout plan from **Department of Town and Country Planning INDORE** vide approval dated **17/01/2011** bearing Permission no. **326/SP/03/10** & revised approval dated **16/10/2012** bearing permission no. **6235/SP/281/12/NAGRANI/2012**.
- E. The Promoter has obtained the Development Permission from **Indore Municipal Corporation, Indore** vide letter no. **3193/Col-Cell/2011** dated **23/3/2011** and revised permission vide letter no. **300/Ca.Cell/2013** dated **06/05/2013**.
- F. The Promoter has obtained the Building Permission from **Indore Municipal Corporation, Indore** vide letter no. **30843/Bhavan-Anugya/Uttar/Dakshin** dated **12/5/2011** and revised permission vide letter no. **1830/Bhavan-Anugya** dated **04/06/2013**;
- G. 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;
- H. The Promoter has registered the Project under the provisions of the Act with the **MADHYA PRADESH** Real Estate Regulatory Authority at _____ in _____ under registration no. _____.
- I. The Allottee had applied for an apartment in the Project vide application dated _____ and has been allotted apartment no. _____, having carpet area of _____ square feet, Exclusive Use Balcony Area of _____ Sqft admeasuring _____ Sqft in Builtup Area, type _____, on _____ floor in [tower/block/building] no. _____ ("Building"), 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 "UNIT" more particularly described in Schedule A and the floor plan of the apartment is annexed hereto and marked as Schedule B);
- I. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;
- J. The Promoter got colonizer license no. **836/dk-I-/2015/Indore** dated **23/09/2015**.

- K. The Promoter has received NOC from IDA vide NOC letter dated 3405/Bhuarjan/2010 dated 31/5/2010 and revised NOC vide letter no. 1738/ Bhuarjan/2012 dated 11.03.2013.
- L. The Promoter has received NOC from Nazul department vide NOC no. 549/NA/2010 dated 8/6/2010 and revised NOC vide letter no.870/Re.E./2013. Dated 17/4/2013.
- M. The Promoter has received land diversion permission from AnuvhibhagiyaAdhikariRajasv Indore in case no. 200/A-2/09-10 dated 22/4/2010 and revised permission dated 28/03/2013 under sec 172(1) of Land Revenue Act.
- N. The Promoter has received NOC from Tehsildar, Indore Tehsil, vide letter no 349/R-68/09-10 dated 20/5/2010 regarding land record and revised NOC vide letter no. 710/re-4/2013 dated 28/02/2013.
- O. The Promoter has received NOC from Ceiling Department vide letter No 1200/Bhu-Adhi/Reader/10 dated 14/5/2010 for ceiling NOC and revised NOC vide letter no.83/sh.she/reader/2013 dated 04/03/2013.
- P. 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;
- Q. 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;
- R. 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 **UNIT** as specified in paral.

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 UNIT as specified in paral.

1.2 The Total Price for the UNIT is Rs. ----- (Rupees ----- only);

Basic Sale Price of UNIT No. -	
MPEB Charges	
Maintenance Charges	
Taxes	
Total Price	

Explanation:

- i. The Total Price above includes the booking amount paid by the allottee to the Promoter towards the UNIT,
 - ii. The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter by way of Goods and Service Tax and Cess or any other similar taxes which may be levied, in connection with the construction / development of the Project payable by the Promoter, by whatever name called) up to the date of handing over the possession of the UNIT to the allottee and the project to the association of allottees and the project to the association of allottees or the competent authority, as the case may be, after obtaining the completion certificate;
 - iii. 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;
 - iv. Provided further that if there is any increase in the taxes after the expiry of the scheduled date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said project by the Authority as per the Act, the same shall not be charged from the allottee;
 - v. The Promoter shall periodically intimate in writing to the Allottee, the amount payable as stated in(i) 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;
 - vi. The Total Price of UNIT 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, tiles, doors, windows, fire detection and firefighting equipment 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 within the UNIT and the Project more particularly defined in Schedule D & E.
- 1.3 The Total Price is escalation-free, save and except increases, which the Allottee hereby agrees to pay, due to increase because 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 payment of installments payable by the Allottee by discounting such early payments as mutually agreed by both parties. 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.
- 1.6 It is agreed that the Promoter shall not make any addition and alterations in the sanctioned plans, layout plans and specifications and amenities described herein at Schedule 'D' (which shall be in conformity with the advertisement, prospectus etc., on the basis of which sale is effected) in respect of the UNIT, 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 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.
- 1.7 The Promoter shall confirm to the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate* is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. 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 forty-five days of such intimation to the Allottee by the Promoter. If there is any increase in the carpet area, the Promoter may demand that from the Allottee as per the next milestone of the Payment Plan as provided in Schedule C on pro-rata basis. All these monetary adjustments shall be made at the same rate per square feet as agreed in para 1.2 of this Agreement.
- 1.8 That the Allottee agrees that, all charges payable to various department for obtaining service connections to the said unit like electricity, telephone, water, sewer etc., including security deposits for sanction and release of such connection as well as informal charges pertaining thereto will be payable by the Allottee in addition to the amount payable by the Allottee of the said unit, as per 1.2.
- 1.9 That the Allottee shall pay property tax, diversion tax and other statutory taxes and levies, as may be applicable, related to the said unit, directly to the Municipal Corporation, Panchayat or any other statutory bodies entitled to collect such taxes and levies, From the date of execution of the sale deed or handing over the possession of the unit (whichever is earlier) and shall ensure that no such liability falls upon the PROMOTERS.
- 1.10 Subject to para 9.3 the Promoter agrees and acknowledges, the Allottee shall the right to the UNIT as mentioned below;
- i. The Allottee shall have exclusive ownership of the UNIT;
 - ii. The Allottee shall also have undivided proportionate share in the Common Areas (Internal Roads, Gardens, Underground Water Tanks), Drainage Lines, Water Lines, STP and Electric Infrastructure). Since the share/interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other

occupants, maintenance staff etc., without causing any inconvenience or hindrance to them.

- iii. It is clarified that the promoter shall hand over the common areas to the association of allottees after duly obtaining the completion or occupancy certificate from the competent authority as provided in the Act;
- iv. The Allottee has the right to visit the project site to assess the extent of development of the project and his UNIT, as the case may be.
- v. **The PROMOTER shall have exclusive right over the terrace area of each block.**

1.11

- i. The Allottee has paid a sum of Rs. ----- (Rupees ----- only) as booking amount being part payment towards the Total Price of the UNIT at the time of application.
- ii. The receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the UNIT as prescribed in the Payment Plan (Schedule'B') as may be demanded by the Promoter within the time and in the manner specified therein;
- iii. 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 and the Promoter abiding by the construction milestones, the Allottee shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the Payment Plan (Schedule 'C') through A/c Payee cheque/demand draft/bankers cheque or online payment (as applicable) in favour of '**SHRI SHRISTI CONSTRUCTION PVT. LTD.**' payable at INDORE.

If the consideration of the said unit as per clause 1.2 hereinabove is Rs. 50 lakh or more than the allottee is liable to deduct tax (TDS) @1% of the amount of every installment/s paid to promoter as per schedule 'C' contained herein (hereinafter referred to as the 1% TDS). In this regard the allottee hereby irrevocably agree and undertake to deposit the 1% TDS to the concerned authority and the allottee shall issue the 1% TDS certificate to the promoter with every such payment, simultaneously while making payment of the every such installment/s.

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, 1934 and the Rules and Regulations made thereunder or any statutory amendment(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or the statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and

agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India; he/she may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

- 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 regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of his Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the applicable laws. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the said apartment applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

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

5. **TIME IS ESSENCE:**

- 5.1 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 UNIT to the Allottee and the common areas to the association of allottees or the competent authority, as the case may be.

5.2 That the PROMOTERS shall be entitled to reasonably extended time for giving possession of the said unit on the aforesaid date, if the completion of project in which the said unit is situated is delayed on account of :-

- i. Non-availability of steel/cement/other building materials, water or electric supply;
- ii. War, strike, civil commotion or natural calamities such as earthquake, flood etc;
- iii. Any notice order, rule, and notification of the Government and / or other public or competent authorities restricting the construction activities.
- . Any other reason beyond the control of the PROMOTERS.

6. **CONSTRUCTION OF THE PROJECT/ APARTMENT:**

- 6.1 The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the UNIT and accepted the payment plan and the specifications, 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, 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 provisions prescribed by the Madhya Pradesh Law and shall not have an option to make any variation/alteration/modification in such plans, other than in the manner provided

under the Act, and breach of this term by the Promoter shall constitute a material breach of the Agreement.

6.2 It is made clear by the Promoter and the Allottee agrees that the UNIT shall be treated as a single indivisible unit for all purposes.

6.3 The PROMOTERS shall have the right to grant right of access/way and/or other easement rights from the said land for development of any property adjacent to this property and permit to use the common facilities of the township. The PROMOTERS and/or its nominees shall in all/any such event as mentioned above be also entitled to connect/ use the electrical lines, sanitary system, drainage connections, water supply systems including Bore wells and other common amenities of the project. The Allottee and the member of the society/COMPANY shall also admit such new intending Allottees as its members.

6.4 AT its sole and absolute discretion, the PROMOTERS may start construction/ development/ renovations on any part of the said land/ project or on the land adjacent/ adjoin the project land, including wings thereof or may postpone such construction thereof. The Allottee under any circumstances shall not stop or take any steps to stop such construction on the ground of nuisance, disturbances, or for other reasons of any nature whatsoever.

6.5 NOTWITHSTANDING any other provisions of this allotment the PROMOTERS shall be entitled at its sole and absolute discretion:

- i. To form a separate/combined society, Company, limited 'PROMOTERS', condominium of unit or any other body or bodies of Allottee/s to be formed and constituted.
- ii. To decide and determine how and in what manner the infrastructure including the common utility areas such as gardens, open spaces, roads, STP if any plants, Power transmission equipment's, lights etc. may be transferred and/or conveyed/assigned/leased.
- iii. To provide for and incorporate covenant, restriction and obligations with regard to the provision of maintaining the infrastructure and common amenities including garden and roads, if any.
- iv. To decide from time to time to what extent the township will be transferred to the respective body formed.
- v. To decide from time to time when and what type of documents of transfer if required should be executed.

7. POSSESSION OF THE UNIT:

7.1 **Schedule for possession of the said UNIT**– The Promoter agrees and understands that timely delivery of possession of the UNIT 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 UNIT along with ready and complete common areas with all specifications, amenities and facilities of the project in place **on OR before 31 December 2018** unless there is delay or failure due to war flood, drought, fire cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project ("Force Majeure").

7.2 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 UNIT, provided that such Force Majeure conditions are not of a nature, which make it impossible for the contract to be implemented.

- 7.3 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 45 days from that date. The promoter shall intimate the allottee about such termination at least thirty days prior to such termination.
- 7.4 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.
- 7.5 That the completion period mentioned here above is in respect of the particular unit and cannot be treated either as a date of completion for whole building or part of the township or township as a whole. It is however understood between the parties that the possession of various other units comprised in the project and the various common facilities planned therein shall be ready & completed in phases.
- i. The Allottee agrees to take possession of the said unit, though the development of common facilities is still underway.
 - ii. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities and documentation on part of the Promoter.
 - iii. The Allottee, after taking possession, agree(s) to pay the maintenance charges as determined by the Promoter/association of allottees, as the case may be after taking the Possession of the said unit.
- 7.6 The promoter shall hand over the completion or occupancy certificate of the Project, to the allottee as and when it is received from the competent authority.
- 7.7 At the time of handing over the possession, the allottee shall thoroughly inspect the apartment in respect of all the fitments, installations, workmanship satisfied himself/herself/themselves in respect of all the installations and the provisions are intact and in place and no further complaint in this regard shall be covered/ entertained thereafter.
- 7.8 **Failure of Allottee to take Possession of (Apartment/UNIT)**-Upon receiving a written intimation from the Promoter, the Allottee shall take possession of the UNIT 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 UNIT to the allottee, in case the Allottee fails to take possession within the time provided, such Allottee shall continue to be pay maintenance charges as applicable.
- 7.9 **Possession by the Allottee** -After obtaining the occupancy/completion certificate* and handing over physical possession of the UNIT to the Allottees, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common areas, to the association of Allottees or the competent authority, as the case may be, as per the local laws. (Provided that, in the absence of any local law, the promoter shall handover the necessary documents and plans, including common areas, to the association of allottees or the competent authority, as the case may be, within thirty days after obtaining the completion or occupancy certificate).
- 7.10 **Cancellation by Allottee** -The Allottee shall have the right to cancel/withdraw his allotment in the Project 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 10% of the total price as specified in para 1.2. The balance amount of money paid by the allottee shall be returned by the promoter to the allottee within 45 days of such cancellation without any interest & compensation amount.

7.11 Compensation –

- i. 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.
- ii. Except for occurrence of a force Majeure event, if the promoter fails to complete or is unable to give possession of the UNIT (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 without prejudice to any other remedy available, to return amount received by him in respect of the UNIT, with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act within forty-five days of it becoming due.
- iii. 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 UNIT, which shall be paid by the promoter to the allottee within forty-five days of it becoming due.
- iv. That if for any reason the PROMOTERS are not in a position to allot the unit applied for due to reasons beyond the control of the PROMOTERS, the PROMOTERS shall offer an alternative unit of the same type, if available, and in the event of non-acceptance by the Allottee or non-availability of the alternative unit, the PROMOTERS shall be responsible to refund the actual amount received from the Allottee.

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

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

- (i) 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;
- (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.
- (iv) There are no litigations pending before any Court of law or Authority with respect to the said land, Project or the UNIT;
- (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 time, remain to be in compliance with all applicable law in relation to the Project, said Land, Building and UNIT and common areas;

(vi) The Promoter has the right to enter into this Agreement and has committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected.

(vii) The Promoter has not entered into any agreement for sale and/or development agreement or any 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 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 in the manner contemplated in this Agreement;

(ix) At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the UNIT to the Allottee and the common areas to the association of allottees or the competent authority, as the case may be;

(x) 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 or occupancy certificate has been issued and/or possession of apartment, UNIT or building, as the case may be, along with common areas(equipped with all the specifications, amenities and facilities) has been handed over to the allottee or the association of allottees or the competent authority, as the case may be;

(xi) No notice from the Government or any other local 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;

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;

- i. Promoter fails to provide ready to move in possession of the UNIT to the Allottee within the time period specified in para 7.1 or fails to complete the project within the stipulated time disclosed at the time of registration of the project with the Authority. For the purpose of this para, ready to move in possession shall mean that the UNIT shall be in a habitable condition which is complete in all respect including the provision of all specifications, amenities and facilities, as agreed to between the parties, and for which occupation certificate or 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 of his registration under the provisions of the Act or the rules or regulations made thereunder;

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

- i. Stop making further payments to Promoter as demanded by the Promoter. If the Allottee stops making payments, the Promoter shall correct the situation

- by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any interest; or
- ii. 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 forty-five days of receiving the termination notice;
- iii. 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 UNIT, which shall be paid by the promoter to the allottee within forty-five days of it becoming due.

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 **two (2)** 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 **two (2)** consecutive months after notice from the Promoter in this regard, the Promoter may cancel the allotment of the UNIT 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.

10. **CONVEYANCE OF THE SAID UNIT:**

The Promoter, on receipt of Total Price of the UNIT as per para 1.2 under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the UNIT together with proportionate indivisible share in the Common Areas within 3 months from the date of intimation of readiness of Possession. However, in case the Allottee fails to deposit the stamp duty and/or registration charges within the period mentioned in the notice, the Allottee authorizes the Promoter to withhold registration of the conveyance deed in his/her favour until payment of stamp duty and registration charges to the Promoter is made by the Allottee.

11. **MAINTENANCE OF THE SAID PROJECT:**

11.1 That the Allottee shall become the member of the society/LLP/Company/and body formed for maintenance of the township and/or agrees to enter into a maintenance agreement with any association/agency or other bodies including maintenance society of members formed (herein after referred to as the 'Maintenance agency') as may be appointed/nominated/elected by the 'PROMOTERS' from time to time for the various common services or facilities including the upkeep, repairs, security and maintenance etc. of the said project and its common areas, infrastructure and services/amenities. However if the society/LLP/Company/and body formed for maintenance fails to take charge of maintenance of the project within a period of six months from the date of

occupancy certificate, then the promoter may continue maintenance of the project on actual cost basis. The monthly maintenance cost of which is to be borne by the allottee.

- 11.2 The Allottee shall pay the share application money and the monthly maintenance charges regularly and within such prescribed time at such rates as may be decided by the said maintenance society/LLP/Company/and maintenance agency from time to time, from the date of offer of possession irrespective whether the Allottee is in occupation/possession of the said unit or not and shall also be abide by the rules and regulations and byelaws of the said maintenance society/LLP/Company/and body.
- 11.3 In order to secure due performance of the Allottee in prompt payment of the maintenance and other charges to the maintenance agency, the Allottee also agree to deposit with the PROMOTERS/maintenance agency, an interest free maintenance security (IFMS) deposits, if made applicable at any point of time, even after the possession of the said Unit.
- 11.4 The Allottee shall be liable to pay the membership fees and charges related to the membership as may be demanded by the Agency/body/society maintaining & running the clubhouse (if any proposed / constructed by the PROMOTERS or company), from time to time.
- 11.5 FURTHER, the 'PROMOTERS' or its nominated maintenance agency reserves the right to increase maintenance charges/ IFMS deposits from time to time in keeping with the increase in the cost of maintenance of services and the Allottee agree to pay such increase as and when demanded by the 'PROMOTERS' or its nominated agency.
- 11.6 THE 'PROMOTERS' shall become the member of the society/LLP/Company/and body formed for maintenance in respect of its rights and benefits concerned above. If the 'PROMOTERS' transfers, assigns and disposes of such rights and benefits at any time to anybody the assignee/ transferee shall become the member of the society/Company/LLP/ other body in respect of the said rights and benefits. The Allottee will not have any objection to admit such assignee or transferee as the member/s of the Society/company.
- 11.7 THE unit holders and/or society/LLP/Company/and body formed for maintenance shall not charge anything from the 'PROMOTERS' or its nominee or nominees or transferee any amount by way of monthly maintenance charges or any other charges or outgoings for the ownership use of such terrace, compound walls for display of advertisement or hoardings etc.
- 11.8 THE township and its common facilities are proposed to be managed by the 'PROMOTERS' or the 'Company' or a Maintenance agency nominated by the 'PROMOTERS' in the initial year/years till the same is handed over to any local body, Society or the arrangement is terminated by the 'PROMOTERS'.
- 11.9 The Allottee shall pay Advance Maintenance Charges (AMC) for 2 years at the time of possession/ deemed possession of the allotted unit to the 'PROMOTERS' / 'Maintenance agency'. The Advance Maintenance Charges (AMC) as specified in clause 1.2for two years have been fixed based on costs of service and materials/ consumables as prevailing in April 2017 and may be changed depending on the variation and costs prevailing at the time of possession or as per actual cost basis during the maintenance

period due to rise in cost of maintenance. The AMC shall be levied/Payable from the date of deemed possession. That GST/ other taxes, as applicable, on AMC shall be payable extra on maintenance charges.

- 11.10 A notarized copy of the document of transfer / conveyance or lease shall be furnished to the 'PROMOTERS'/ maintenance agency. Every lease Agreement shall stipulate as to the lesser or lessee who will pay all dues in relation to the maintenance of the unit to the 'PROMOTERS'/ 'maintenance agency' during the lease period. Nonpayment of dues may entail disconnection of electricity, water supply and other maintenance services to the unit.
- 11.11 IT is brought to the notice of the Allottee that the common electric meters as well as the water connections will be in the name of the 'PROMOTERS' herein and the Allottee/s and/ or their society/company shall get the same transferred in their name on completion of the project or earlier as the 'PROMOTERS' may desire.
- 11.12 IN case of addition / extension of the project, the new members /Allottees in the additional/ extended project shall have the equal authority, rights & duties to use common amenities, as the Allottee has under this letter of allotment and rule & regulation of the Maintenance body.

12. DEFECT LIABILITY:

- 12.1 It is agreed that in case any structural defect 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. Any defect or insufficiency in the allotted unit with respect to workmanship, quality or provision of services or any obligations of the Promoter as per the agreement for sale relating to such development is noticed by The Allottee can be rectified by the PROMOTER, if brought to its notice within 1 (one) month of taking possession by the Allottee. It shall be the duty of the Promoter to rectify such defects without further charge, within 30 (thirty) days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottee shall be entitled to receive appropriate compensation in the manner as provided under the Act.
- 12.2 Provide that the defect liability mentioned herein this agreement shall be subject to the allottee not making any changes of whatsoever nature, whether structural or otherwise or by the way of relocation or by tempering or modification of any of the installed or provided components, facilities, fitments, finishes. Any breakage or damage, intentional or by negligence, subsequent to possession in the apartment or areas appurtenant to the apartment will not be covered under the defect liability.
- 12.3 Provided also that the benchmark of the workmanship shall be governed as specified in PWD norms and schedules. Any dispute relating to workmanship defect shall be resolved in light of these norms only.
- 12.4 Provided however that the warranty of the fitments, machines or products etc. for which there is a separate warranty rendered by the manufacturer/ supplier of such fitments, machines or products etc. shall prevail & supersede any defect liability covered herein i.e. any such products, machines, fitments for which there is a separate warranty by its respective manufacturer / supplier, then the defect liability for such products/ machines/fitments etc shall be restricted and limited to the warranty liability to provide any cure/cover and the above terms and conditions of such respective warranties.

13. RIGHT TO ENTER THE APARTMENT FOR REPAIRS :

The Promoter/maintenance agency/association of allottees shall have rights of unrestricted access of all Common Areas, for providing necessary maintenance services and the Allottee agrees to permit the association of allottees and/or maintenance agency to enter into the UNIT 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 :

Use of Service Areas: The 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 transformer, underground & overhead water tanks, pump rooms, DG set rooms, maintenance and service rooms and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the services areas in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the association of allottees formed by the Allottees for rendering maintenance services. **It is expressly agreed herein that the usage of the common area and other areas as define herein or otherwise shall be governed as per "Declaration" filed under the Madhya Pradesh PrakoshthaSwamitwaAdhiniyam and terms and conditions contained therein.**

15. GENERAL COMPLIANCE WITH RESPECT TO THE UNIT :

15.1 Subject to para 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the UNIT at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or the Building, or the (Apartment/UNIT), or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or after or make additions to the (Apartment/UNIT) and keep the (Apartment/UNIT), its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.

15.2 The Allottee further undertakes, assures and guarantees that he/she would not put any sign-board/name-neon light, publicity material or advertisement material etc. on the face/facade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottees shall also not change the color scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further, the Allottee shall not store any hazardous or combustible goods in the (Apartment/UNIT) or place any heavy material in the common passages or staircase of the Building. The Allottee shall also not remove any wall, including the outer and load bearing wall of the (Apartment/UNIT).

15.3 The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the association of allottees and/or maintenance agency appointed by association of allottees. The Allottee shall be responsible for any loss or damages arising out of breach of any of the previously mentioned conditions.

15.4 That the Allottee shall not use or allow using the unit for any non-residential purpose or any activity that may cause nuisance to other owners/occupants in the

- building/project. The unit shall be intended for personal use as residence by such person. The Allottee further agrees that he shall not store any goods of hazardous or combustible nature or prohibited goods and/or which can cause damage to the construction or structure of the building.
- 15.5 The Allottee further agrees that he shall not display any name, address, signboard and/or advertisement material on the external façade of the structure except the name of the unit owner as per the signage guidelines provided by the PROMOTERS.
- 15.6 THE Allottee shall not at any time demolish or cause to demolish his unit or any part thereof, nor shall at any time make or cause to be made, any additions or alterations of whatsoever nature to the said unit or any part thereof, or any alterations in the elevation/ arcade, closing/ covering of the verandah or lounge or balconies change the outside color scheme of the said unit/building and shall keep the partition walls, sewers, drains, pipes in the said premises and appurtenances thereto, in good tenantable repairs and conditions and shall not chisel or in any manner damage the columns, beams, walls, common wall, or other structural alterations in the said unit.
- 15.7 AFTER the possession of the premises is handed over to the Allottee, any additions or alterations in or about or relating to the said unit shall be carried out by the Allottee in co-operation with the Allottees of the other units in the said township at his own costs and the 'PROMOTERS' shall not in any manner be liable or responsible for the same and for any damage caused to the unit. No such work shall be carried out without the permission of the concerned competent authority and adjoining unit holders.
- 15.8 THE Allottee shall not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said unit in compound or any portion of the said land or project land.
- 15.9 After the execution of the sale deed, the insurance of the Unit shall be the sole discretion and at the expense of the unit owner/s. THE Allottee shall not do or permit any act or thing which render any insurance of the said property and the adjoining units void or voidable or any part thereof or whereby any increase in premium shall become payable in respect of the insurance by the other unit holders in the township.
- 15.10 That the Allottee has understood that the common amenities like gardens, common roads, lifts, lobbies, stairs, drainage, sewers, water pipe lines, street light, LPG Gas supply systems if any Borewell, etc., shall be the common property and shall be available for common use by all the Allottee/s of the units in the said project. The Allottees of the units in the said project and the different common organization will have unrestricted right of way in common spaces, gardens, roads and in project for laying of pipelines, telephone and electric cables, sewerage and drainage line etc.
- 15.11 THE Allottee shall use community spaces, services in the project as per stipulated terms, condition, rules and regulations framed for the purpose by the 'PROMOTERS' or maintenance society/Company. The Green Lawns, gardens shall not be permitted to be used for conducting personal functions like marriage, parties etc.
- 15.12 THE Allottee shall from the date of Possession/ Deemed possession maintain the said unit and carry out all internal up keep & repairs therein, at its own cost, so as to keep the said unit in good tenantable state and condition and shall not do or suffer to be done anything, in or to the neighboring areas or any part of the township or the project, staircase or common passage, infrastructure facilities/amenities, which may be against the rules, regulations and byelaws of the society/Company or concerned local authority and/or public authorities and/or the 'PROMOTERS'.
- 15.13 The Allottee hereby agrees to abide by all the terms & conditions of the application for allotment and this letter of Allotment and the applicable laws and to indemnify and to keep indemnified 'PROMOTERS' for any such act that result in the loss owing to any

contravention or non-compliance of any of the provisions of the application for allotment and this agreement.

15.14 The Allottee or the society/company/body formed by the Allottee shall not object or place any hindrance to the other unit owners.

15.15 ALL charges including proportionate charges payable to various department for obtaining service connections to the said unit like telephone, piped gas, Narmada water etc, including security deposits for sanction and release of such connection as well as informal charges pertaining thereto will be payable by the applicant in addition to the price of the said unit.

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

The Parties are entering into this Agreement for the allotment of a (Apartment/UNIT) with the full knowledge of all laws, rules, regulations, notifications applicable to the project.

THE Applicant /s shall have entered into this agreement, after reading and having understood the contents of all the aforesaid title deeds, exemption order, building permissions, deeds, documents, writing and papers and all disclosures made by the Company and with full knowledge and information thereof and subject to the terms, conditions and stipulations imposed or which may hereafter be imposed by the Municipal Corporation and all other concerned government bodies and authorities and also subject to the Company's right to make the necessary amendments, variations, modifications and/or changes therein and their right to avail, use, utilize, consume and exploit the entire balance and additional floor space index available on the said property as entire transferable development rights as may be permissible by law.

17. ADDITIONAL CONSTRUCTIONS:

That if before the execution of the document in favour of the proposed society and further construction on the land is allowed in accordance with rules and regulation of the municipal corporation, the Company would be entitled to put up additional or other construction without any hindrance by the applicant before or after the completion of the present project as per sanctioned plan. Provided that any payment due to the municipal corporation for such additional construction shall be paid by the promoter, the promoter shall be entitled to sell the premises resulting from such additional construction in such manner as it thinks fit and proper to any person or persons for such consideration as the promoter may in its absolute discretion. The promoter will in such event be entitled to connect the electric meter, sanitary and drainage connections provided however that all costs of construction of such additional floors and the connection to be made thereto shall be borne by the promoter. The promoter and / or its transferees shall have the right to use all the staircases and other common amenities of the building. In the event of additional floors being constructed as aforesaid, the water tank shall be shifted to the top such structures at the cost of the Company. The Applicant and the member of the society shall admit such new intending applicants as its members.

That the PROMOTERS has the right to put a hoarding and/or receiving stations, cable network station, mobile phone set up or station on the open area of the township/rooftop. For these purposes PROMOTERS are fully authorized to allow temporary or permanent construction or erection in installation on the area exterior to the allotted UNIT area as the case may be. The PROMOTERS, its agents, servants, etc can enter into the said township and other open spaces in the township for the purpose of putting and/or preserving and / or maintaining and/ or removing the advertisements and/or hoardings, neon lights or such installations etc. The PROMOTERS or its nominees shall entitled to the income that may be derived from aforesaid activities and shall also be entitled to transfer or assign such right to any person or persons whom they deem fit.

18. MORTGAGE OR CREATE A CHARGE:

Subject to the rights of the Allottee herein contained in respect of the said UNIT, the PROMOTERS shall have full rights/absolute authority to sell, assign, mortgage, create charge, encumber, transfer or otherwise deal with all or any of its ownership rights, title, benefits and interest in respect of the said project and/or any part thereof or to construct/sale additional FSI, subject to the rights of the Allottee /s under this Agreement.

19. APARTMENT OWNERSHIP ACT (OF THE RELEVANT STATE):

The promoter has assured the allottee that the project in its entirety is in accordance with the provision of the Madhya Pradesh PrakoshthaSwamitvaAdhiniyam 2000. The promoter showing compliance of various laws/regulation as applicable in the state of Madhya Pradesh as follows :

- i) The promoter has filed Prakoshtha Declaration under Madhya Pradesh PrakoshthaSwamitvaAdhiniyam 2000 registered vide registration no. A1-1/3-1759 dated 03.01.2014 and complimentary declaration vide registration no. A1-1/3-3095 dated 23.03.2015 with the office of sub-registrar Indore.
- ii) Under the declaration the promoter has made disclosure about the project 'AVASA' in respect of built-up area, super built-up area of the apartments, common areas, the facilities/ amenities to be provided, and the manner in which the facilities and the general common areas shall be utilized and managed.
- iii) The allottee and the society/LLP/Company/and body formed for maintenance shall always abide by the Declaration so filed and any abjection or dissatisfaction in this regard shall e governed and settled only as per the provisions of the Madhya Pradesh PrakoshthaSwamitvaAdhiniyam 2000.

20. 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 payment 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, the Promoter shall have the right to cancel the application of the Allottee as per clause 9.3 of this Agreement.**

21. 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/UNIT/building, as the case may be.

22. RIGHT TO AMEND :

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

23. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE/SUBSEQUENT ALLOTTEES :

- 23.1 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 UNIT and the Project shall equally be applicable to and enforceable against and by any subsequent Allottees of the UNIT, in case of a transfer, as the said obligations go along with the UNIT for all intents and purposes.
- 23.2 THE Allottee shall not be entitled to sell, transfer, let, sub-let, assign or otherwise part with the possession of the said unit or the interest/ benefit under this allotment, unless all the dues payable to the PROMOTERS/ Maintenance Society / any other body as described in Para 11 under this agreement and otherwise in respect of the said unit are fully paid and without obtaining written consent of the PROMOTERS in this regard.
- 23.3 That the PROMOTERS subject to applicable laws and rules or any Govt. directions as may be in force, will permit the Allottee to get the name of his/her nominee substituted in his/her place subject to such terms and conditions and charges as the PROMOTERS' may impose and on payment of such transfer fees together with the taxes and duties applicable on such transfer as may be prescribed by the PROMOTERS however, It is at the discretion of the PROMOTERS to accept such assignment/transfer. The Allottee shall be liable and responsible for all legal, monetary or any other consequences that may arise from such nominations. That in the case of transmission owing to death of the owner, the claimant shall have to prove his right to succeed to the ownership of the unit.
- 23.4 THE Allottee shall not to sell, transfer, let, sub-let, assign or otherwise part with the possession of the said unit or the interest/ benefit under this allotment, unless all the dues payable to the Promoter / Maintenance Promoter / Society under this allotment and otherwise in respect of the said unit are fully paid.
- 23.5 IN the event of transfer of the unit by The Allottee by sale/ agreement of sale/ mortgage/ assignment, the document of transfer/ conveyance shall not contain any condition or stipulation, which is inconsistent with the terms & conditions of this agreement to sale.
- 23.6 EVERY transfer of the unit or creation of interest therein in favour of any other person shall require a "no objection" in writing by The Promoter, and for the maintenance society which shall not be un-reasonably withheld. No transfer or creation of interest shall be allowed unless all dues to The Promoter/society are paid in full.
- 23.7 A notarized copy of the document of transfer/ conveyance or lease shall be furnished to the Promoter/ Society. Every lease Agreement shall stipulate as to the lessor or lessee who will pay all dues to the society during the lease period. Non-payment of dues may entail disconnection of electricity/ water supply to the unit.

- 23.8 IN the case of transfer owing to death of the owner, the claimant shall have to prove his legal right to succeed to the ownership of the unit.
- 23.9 It is clearly understood by and between the parties hereto that all the provisions contained herein and the obligations arising out of this allotment letter and other rules and regulations applicable in respect of the said unit shall equally be applicable to and enforceable against any or all occupiers, tenants, licensees and/or subsequent purchasers/assignees of the said unit.

24. LOAN FACILITY

That in case the Allottee wants to avail of a loan facility from his employer, bank or financial institutions to effect the payment of the price, the PROMOTERS shall facilitate the process subject to the following:

- (i) The terms and conditions of the financing agency shall be binding and applicable upon the Allottee only.
- (ii) The PROMOTERS properties/ entitlements shall not be offered or deemed to be offered as security for guaranteeing the repayment or obligations in connection with the financial arrangements made by the Allottee.
- (iii) The responsibility of getting the loan sanctioned and disbursed as per Schedule B of this Agreement will rest exclusively on the Allottee. In the event of the loan not being sanctioned or the disbursement getting delayed, the payment to the PROMOTERS, as per schedule, shall be ensured by the Allottee, failing which, para 9.3 above shall prevail. The payment plan opted by the Allottee in the application form submitted shall be deemed to be final and no change is normally allowed in the same. In the event the Allottee desires any change, the Allottee shall make a request in writing which the PROMOTERS may consider without any obligation for providing the same. However if PROMOTERS decide to make any change as per the request, the Allottee shall be liable to make payments for the same as decided by PROMOTERS.

25. WAIVER NOT A LIMITATION TO ENFORCE :

- 25.1 The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee in not making payments as per the Payment Plan [Annexure C] including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Promoter in the case of one Allottee shall not be construed to be a precedent and /or binding on the Promoter to exercise such discretion in the case of other Allottees.
- 25.2 Failure on the part of the Parties to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

26. 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.

27. 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 [Apartment/UNIT] bears to the total carpet area of all the [Apartments/UNITs] in the Project.

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 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 _____

30. 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), **SHRI SHRISTI CONSTRUCTION PVT. LTD., KH. NO. 379/4, BIJALPUR, A.B. ROAD, INDORE - 452012** 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.

31. 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.

32. SAVINGS:

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

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

34. DISPUTE RESOLUTION:

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled through the adjudicating officer appointed under the Act.

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for Sale at _____ (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 _____

(2) Signature _____
Name _____
Address _____

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Promoter:

(1) Signature (Authorised Signatory) _____
Name _____
Address _____

At _____ on _____ in the presence of :

WITNESSES:

1. Signature. _____
Name _____
Address _____

2. Signature. _____
Name _____
Address _____

SCHEDULE 'A' -	PLEASE INSERT DESCRIPTION OF THE UNIT ALONG WITH BOUNDARIES IN ALL FOUR DIRECTIONS
SCHEDULE 'B' -	FLOOR PLAN
SCHEDULE 'C' -	PAYMENT PLAN
SCHEDULE 'D' -	SPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF THE PROJECT)
SCHEDULE 'E' -	INTERNAL SPECIFICATIONS OF UNIT

SCHEDULE A

DESCRIPTION OF PROPERTY

A UNIT (Unit) in the Project “**AVASA**” situated at, Bijalpur, Indore (M.P.) Details as under:-

Unit No.	Type
UNIT Area	Sq.ft (Sq.mtr. Approximately)

The boundaries of the allotted unit are as follows:

East	:
West	:
North	:
South	:

SCHEDULE 'B'

FLOOR PLAN

SCHEDULE 'C'

PAYMENT PLAN

SCHEDULE 'D'

SPECIFICATIONS, AMENITIES, FACILITIES WHICH ARE PART OF THE PROJECT

- Landscaped Gardens
- Secured Campus
- CCTV
- RCC Roads
- Sit Out Areas
- Children's Play Area
- Gymnasium
- Swimming Pool
- Badminton Court
- Electric back up for Common Areas

SCHEDULE 'E'
INTERNAL SPECIFICATIONS OF UNIT