

ANNEXURE 'A' [See rule 9]

AGREEMENT FOR SALE

(Agreement without Possession)

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

By and Between

~~[If the promoter is a company]~~

~~____ (CIN no. _____), a company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], having its registered office at _____ and its corporate office at _____ (PAN-____), represented by its authorized signatory _____ (Aadhar no. _____) authorized vide board resolution dated _____ 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).~~

[OR]

~~[If the promoter is a Proprietorship firm]~~

~~M/S K.L. SHARMA, a proprietorship firm registered under the Indian Proprietorship Act, having its principal place of business at 157 C- Sector, Indrapuri, bhopal (PAN ADKPS6907K), represented by its Proprietor KISHAN LAL SHARMA, (Aadhar no. 704396410084) hereinafter referred to as the "Promoter" & M/s Tanisha Builders & Developers Through Partner (1) Mohd. Shafiq Qureshi age about 54 years S/o Mohd. Haneef Qureshi, residing at HIG-4, A-Sector, Sonagiri, Bhopal (M.P.) (2) Mr Chandra Kumar Rathore age about 51 years S/o Mr S. N. Rathore, residing at H. No. A-477, Minal Residency, J. K. Road, Bhopal (M.P.) (3) Mr Indra Kumar Boolchandani age about 51 years S/o Late Mr K. K. Boolchandani, residing at 86, Virndavan Nagar, Ayodhya Bypass Road, Bhopal (M.P.) hereinafter referred to as the "Land owner" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the said firm, the survivor or survivors of them and their heirs, executors and administrators of the last surviving partner and his/her/their assigns).~~

[OR]

~~[If the promoter is an Individual]~~

~~Mr. / Ms. _____ (Aadhar no. _____) son / daughter of _____ aged _____ about _____ residing at _____ (PAN _____), hereinafter called the "Promoter" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors in interest and permitted assigns).~~

AND

~~[If the Allottee is a company]~~

~~____ (CIN no. _____) a company incorporated under the provisions of the~~

M/s. K.L. SHARMA

Proprietor

M/s. Tanisha Builders & Developers

M/s. Tanisha Builders & Developers

Partner

Shafiq. Partner
Aadha

Chandra

payal

Companies Act, [1956 or 2013, as the case may be], having its registered office at _____, (PAN _____), represented by its authorized signatory, _____, (Aadhar no. _____) duly authorized vide board resolution dated _____, hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns).

[OR]

[If the Allottee is a Partnership]

_____, a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at _____, (PAN _____), represented by its authorized partner, _____, (Aadhar no. _____) authorized vide _____, hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the said firm, the survivor or survivors of them and their heirs, executors and administrators of the last surviving partner and his/her/their assigns).

[OR]

[If the Allottee is an Individual]

Mr. / Ms. _____, (Aadhar no. _____) son / daughter of _____, aged about _____, residing at _____, (PAN _____), hereinafter called the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assigns).

[OR]

[If the Allottee is a HUF]

Mr. _____, (Aadhar no. _____) son of _____ aged about _____ for self and as the Karta of the Hindu Joint Mitakshara Family known as _____ HUF, having its place of business / residence at _____, (PAN _____), hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and the members or member for the time being of the said HUF, and their respective heirs, executors, administrators and permitted assigns).

[Please insert details of other allottee(s), in case of more than one allottee]

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;

M/s. K.L. SHARMA

Proprietor

M/s. Tanisha Builders & Developers
Anuragha

Partner

M/s. Tanisha Builders & Developers

Partner

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- (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 co-Promoter TANISHA BUILDERS & DEVELOPERS absolute and lawful owner of [khasra nos. 210/17, 210/20, 210/22, 20/23, 210/8/1, 211/2, 210/1, 210/2, 210/6, 210/7, 210/9, 210/15] Totally 1.918 Hect. admeasuring situated at Khajuri kalan in Tehsil Huzur & District Bhopal ("Said Land") vide sale deed(s) dated 22/06/2021 registered as documents no. MP059712021A1463286 and other's, at the office of the Sub-Registrar Bhopal.
- B. The Said Land is earmarked for the purpose of duplex row house development of a [residential] project, comprising Duplex Row House [insert any other components of the Projects] and the said project shall be known as 'REGAL ROYAL GARDEN' ("Project");
- Provided that where land is earmarked for any institutional development the same shall be used for those purposes only and no residential development shall be permitted unless it is a part of the plan approved by the competent authority;
- 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 Bhopal Municipal Corporation has granted the Development Permission to develop the Project vide approval dated 24/09/2024 bearing registration no. 434.
- E. The Promoter has obtained the final layout plan, sanctioned plan, specifications and approvals for the Project and also for the duplex row house, plot or duplex Row House, as the case may be, from Bhopal Municipal Corporation. The Promoter agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with section 14 of the Act and other laws as applicable;
- F. The Promoter has registered the Project under the provisions of the Act with the MADHYA PRADESH Real Estate Regulatory Authority at Bhopal on _____ under registration no. _____;
- G. The Allottee had applied for an Duplex Row House in the Project vide application no. _____ dated _____ and has been allotted Duplex Row House no. _____ having Plot area of _____ square feet or Square Meter, type _____, ("Duplex Row House") 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 "Duplex Row House" more particularly described in **Schedule A** and the floor plan of the Duplex Row House is annexed hereto and marked as **Schedule B**);
- H. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;

M/s. K.L. SHARMA

Proprietor

M/s. Tanisha Builders & Developers

Partner

M/s. Tanisha Builders & Developers

Partner

- I. 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;
- J. 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;
- K. 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 Duplex Row House and the garage/covered parking (if applicable) as specified in para G.

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

1. 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 Duplex Row House as specified in para G.
- 1.2 The Total Price for the Duplex Row House based on the carpet area is Rs. _____ (Rupees _____ only ("Total Price"))
(Give break up and description):

Duplex Row House no. _____	Rate of Duplex Row House
Plot Area Sq.mt.	Rs/-
G.F. Carpet Area Sq.mt.	
F.F. Carpet Area Sq.mt.	
Total price (in rupees)	_____

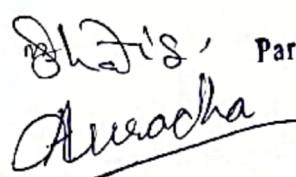
Breakup of the aforesaid Total Price of Rs. _____/- is as follows:-

Price of House	Rs./-
G.S.T	As Per Actual
Registry Charges	As Per Actual
Maintenance Charges @Rs. 18000/- per year+ GST @ 18%.	

M/s. K.L. SHARMA

Proprietor

M/s. Tanisha Builders & Developers


Anuradha


Partner M/s. Tanisha Builders & Developers

Partner

*Provide break up of the amounts such as cost of Duplex Row House, cost of exclusive balcony or verandah areas, cost of exclusive open terrace areas, proportionate cost of common areas, preferential location charges, taxes, maintenance charges as per para 11 etc., if/as applicable.

[AND] [if/as applicable]

Garage/Covered parking-1	Price for 1
Garage/Covered parking-2	Price for 2
Total price (in rupees)	

Explanation:

- (i) The Total Price above includes the booking amount paid by the allottee to the Promoter towards the Duplex Row House;
- (ii) The Total Price above includes Taxes as mentioned in the breakup of prices (consisting of tax paid or payable by the Promoter by way of G.S.T. or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter, by whatever name called) up to the date of handing over the possession of the Duplex Row House to the allottee and the project to the association of allottees or the competent authority, as the case may be, after obtaining the completion certificate: except for the property tax, and diversion rent etc. which will be levied on the allottee from the date of registry of the Duplex Row House in favour of the allottee by the promoter or from the last date of payment as mentioned in the payment schedule whichever is earlier.

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;

- (iii) 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 seven days from the date of issue of letter by the promoter 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;

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- (iv) The Total Price of duplex row house includes recovery of price of land, construction of [not only the Duplex Row House but also] the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the Duplex Row House, lift, water line and plumbing, sewerage line, finishing with paint, marbles, 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 Duplex Row House and the Project.
- 1.3 The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments. Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said project by the Authority, as per the Act, the same shall not be charged from the allottee.
- 1.4 The Allottee(s) shall make the payment as per the payment plan set out in **Schedule C-2** ("Payment Plan").
- 1.5 The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee by discounting such early payments @ _____% per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.
- 1.6 It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described herein at Schedule 'D' and Schedule 'E' (which shall be in conformity with the advertisement, prospectus etc., on the basis of which sale is effected) in respect of the Duplex Row House, as the case may be, without the previous written consent of the Allottee as per the provisions of the Act. Provided that the Promoter may make such minor additions or alterations as may be required by the Allottee, or such minor changes as suggested by architect and structural engineer or alterations as per the provisions of the Act.
- 1.7 ~~[Applicable in case of an Duplex]~~ The Promoter shall confirm to the final carpet area that has been allotted to the Allottee after the construction of the Duplex Row House is complete and the completion 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 45 days with annual interest at the rate prescribed in the Rules, from the date when such an

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excess amount was paid by the Allottee. If there is any increase in the carpet area, which is not more than three percent of the carpet area of the duplex row house, allotted to Allottee, the Promoter may demand that from the Allottee as per the next milestone of the Payment Plan as provided in **Schedule C-2**. 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 Subject to para 9.3 the Promoter agrees and acknowledges, the Allottee shall have the right to the [Duplex] as mentioned below:
- (i) The Allottee shall have exclusive ownership of the [Duplex Row House];
 - (ii) The Allottee shall also have undivided proportionate share in the Common Areas. Since the share / interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the promoter shall hand over the common areas to the association of allottees after duly obtaining the completion certificate from the competent authority as provided in the Act;
 - (iii) That the computation of the total price of the [Duplex Row House] includes recovery of price of land, construction of [not only the Duplex Row House but also] the Common Areas, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the Duplex Row House, water line and plumbing, finishing with paint, marbles, 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 [Duplex Row House] and the Project;
 - (iv) The Allottee has the right to visit the project site during working hours to assess the extent of development of the project and his Duplex row house, as the case may be.
- 1.9 It is made clear by the Promoter and the Allottee agrees that the Duplex Row House along with garage/covered parking within boundaries of the plot of house as per approval given by Bhopal Municipal Corporation 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 (except the connectivity of roads to another neighborhood lands as per the rules of town and country planning) with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee. for the purpose of right of way/approach to any other party It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottees of the Project.
- 1.10 The Promoter agrees to pay all outgoings before transferring the physical possession of the Duplex Row House to the Allottees, which it has collected from the Allottees, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent

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authorities, banks and financial institutions, which are related to the project). If the Promoter fails to pay all or any of the outgoings collected by it from the Allottees or any liability, mortgage loan and interest thereon before transferring the Duplex Row House to the Allottees, the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken there for by such authority or person.

- 1.11 The Allottee has paid a sum of Rs. _____ (Rupees _____ only) as booking amount being part payment towards the Total Price of the Duplex Row House 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 Duplex Row House as prescribed in the Payment Plan [Schedule C2] as may be demanded by the Promoter within the time and in the manner specified therein:

Provided that if the allottee delays in payment towards any amount which is payable, he shall be liable to pay interest at the rate based on the state bank of India highest marginal cost of lending rate plus two percent from their respective due dates.

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 C2] through A/c Payee cheque/demand draft/bankers cheque or online payment (as applicable) in favour of 'M/s K. L. Sharma' payable at Bhopal.

3. **COMPLIANCE OF LAWS RELATING TO REMITTANCES:**

- 3.1 The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made there under or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfil 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 this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the applicable laws. The Promoter shall not be responsible towards any third party making

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payment/remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the said Duplex Row House 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 Duplex Row House, if any, in his/her name and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

5. **TIME IS ESSENCE:**

The Promoter shall abide by the time schedule for completing the project as disclosed at the time of registration of the project with the Authority and towards handing over the Duplex Row House to the Allottee and the common areas to the association of allottees or the competent authority, as the case may be.

6. **CONSTRUCTION OF THE PROJECT :**

The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the Duplex Row House and accepted the layout plan, 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, 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 local authority [Please insert the relevant State 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 term by the Promoter shall constitute a material breach of the Agreement.

7. **POSSESSION OF THE DUPLEX DUPLEX ROW HOUSE:**

- 7.1 **Schedule for possession of the said Duplex row house** The Promoter agrees and understands that timely delivery of possession of the Duplex row house 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 Duplex row house along with ready and complete common areas with all specifications, amenities and facilities of the project in place on 2028, 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"). 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 Duplex row house, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the

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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. 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.

- 7.2 **Procedure for taking possession** - The Promoter, upon obtaining full payment of the duplex row house from the allottee the completion certificate* from the competent authority shall offer in writing the possession of the [Duplex row house], to the Allottee in terms of this Agreement to be taken within two months from the date of issue of completion certificate. [Provided that, in the absence of local law, the conveyance deed in favour of the Allottee shall be carried out by the promoter within 3 months from the date of issue of occupancy certificate]. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter. 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 the issuance of the completion certificate for the project. The promoter shall hand over the completion certificate of the Duplex, as the case may be, to the allottee at the time of conveyance of the same.
- 7.3 **Failure of Allottee to take Possession of Duplex row house** - Upon receiving a written intimation from the Promoter as per para 7.2, the Allottee shall take possession of the Duplex row house 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 Duplex row house to the allottee. In case the Allottee fails to take possession within the time provided in para 7.2, such Allottee shall continue to be liable to pay maintenance charges as specified in para 7.2. Also in the event of Allottees's failure to take possession or getting conveyance deed done in time limit, for any reason whatsoever, expenditure incurred on the taking care and/or maintenance of the duplex row house shall be charged extra at the rate of rupees thirty per sqm of the plot area plus taxes per month from the date onward other than external maintenance charges, and be paid by the purchaser as and when demanded by the promoter.
- 7.4 **Possession by the Allottee** - After obtaining the completion certificate* and handing over physical possession of the Duplex Row House 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.
- 7.5 **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 booking amount or 10% of the total price of the unit, whichever is more, paid for the allotment. The balance

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Partner

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7/15/2017

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amount of money paid by the allottee shall be returned by the promoter to the allottee within 45 days of such cancellation.

- 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 and the claim for interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force.

Except for occurrence of a Force Majeure event, if the promoter fails to complete or is unable to give possession of the [Duplex] (i) in accordance with the terms of this Agreement, duly completed by the date specified in para 7.1; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Promoter shall be liable, on demand to the allottees, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Duplex Row House, with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act within 45 days of it becoming due. Provided that where if the Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee interest at the rate prescribed in the Rules for every month of delay, till the handing over of the possession of the Duplex Row House, which shall be paid by the promoter to the allottee within 45 days of it becoming due.

- 7.7 **finishing Work** – It has been clearly understood by the allottee, that the Completion Certificate, as the case may be, are issued by the concerned authorities, when the entire civil construction work of the duplex is complete and the duplex is in a habitable state, however, to prevent any loss or damage, the internal fittings, and finishing work is done after obtaining completion Certificate/occupancy certificate as the case may be Further the internal fittings, furnishings and finishing work may also depend upon the choice of the allottee Therefore to ensure that there is no loss or damage to the internal fittings, furnishings and finishing work and the same may be carried on as per the choice of the allottee, internal works such as fitting of Switch boards, doors, sanitary fittings, plumber fitting like water taps/showers etc., final colour coat on the internal walls, floor tiles or any other internal work of like nature, shall be completed after obtaining completion certificate and before handing over the possession of the duplex row house to 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;

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Proprietor

M/s. Tanisha Builders & Developers

Partner

Celestine

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- (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 Duplex Row House;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Duplex Row House are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Building and Duplex Row House 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 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 Duplex Row House 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 Duplex Row House 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 Duplex Row House to the Allottee and the common areas to the association of allottees or the competent authority, as the case may be;
- (x) The Schedule Property is not the subject matter 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 Duplex Row House, along with common areas (equipped with all the specifications, amenities and facilities) has been handed over to the allottee and the association of allottees or the competent authority, as the case may be; except for the property tax and diversion rent etc., which will be levied on the Allottee from the date of registry of the duplex row house in favour of the Allottee by the promoter or from the last date of payment as mentioned in the payment schedule whichever is earlier.
- (xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoter in respect of the said Land and/or the Project. pertaining to the legality of the said project/land And the encumbrances on the said

M/s. K.L. SHARMA

Proprietor

M/s. Tanisha Builders & Developers

Partner

project/land are clear and the promoter holds free rights to sell and market the units of the said project/land.

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 Duplex Row House 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 Duplex Row House 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,;
- (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 there under.

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 duplex row house, along with interest at the rate prescribed in the Rules within 45 days of executing the cancellation agreement.

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 Duplex Row House, which shall be paid by the promoter to the allottee within 45 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 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 based on the State Bank of India Highest marginal cost of lending rate plus two percent form their respective due dates;

M/s. K.L. SHARMA

Proprietor

M/s. Tanisha Builders & Developers
Partner

- (ii) In case of Default by Allottee under the condition listed above continues for a period beyond two consecutive months after notice from the Promoter in this regard, the Promoter may cancel the allotment of the Duplex Row House in favour of the Allottee and refund the money paid to him by the allottee by deducting the booking amount or 10% of the total price of the duplex row house, whichever is more 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 DUPLEX ROW HOUSE:**

The Promoter, on receipt of Total Price of the Duplex Row House as per para 1.2 under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the Duplex Row House 3 months from the date of receipt of the full Payment. However, in case the Allottee fails to deposit the stamp duty and/or registration charges and mutation charges within the period mentioned in the notice, the Allottee authorizes the Promoter to withhold registration of the conveyance deed in his/her favour till payment of stamp duty and registration charges to the Promoter is made by the Allottee.

11. **MAINTENANCE OF THE SAID DUPLEX ROW HOUSE:**

The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the association of allottees upon the issuance of the completion certificate of the project. The cost of such maintenance has been included in the Total Price of the Duplex Row House. As mentioned in para 1.2 (details of pricing).

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 the agreement for sale relating to such development is brought to the notice of the Promoter within a period of 5 (five) years by the Allottee from the date of handing over possession, of the first duplex row house of the project, it shall be the duty of the Promoter to rectify such defects without further charge, within 30 (thirty) days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottees shall be entitled to receive appropriate compensation in the manner as provided under the Act.

13. **RIGHT TO ENTER THE DUPLEX ROW HOUSE 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 Duplex Row House 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 Common and and Service areas: The Common and and service areas, if any, as located within the REGAL ROYAL GARDEN, shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG

M/s. K.L. SHARMA

Proprietor

M/s. Tanisha Builders & Developers

Partner

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 shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the association of allottees formed by the Allottees for rendering maintenance services.

15. GENERAL COMPLIANCE WITH RESPECT TO THE DUPLEX ROW HOUSE:

- 15.1 Subject to para 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the Duplex Row House at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Duplex Row House, or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Duplex Row House and keep the Duplex Row House, its walls and partitions, road, electric cables, water supply lines, sewers, drains, pipe 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 duplex row house or the colony 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 face / facade of the duplex row house or anywhere on the exterior of the Project, buildings therein or Common Areas. and the Allottee shall not change, alter or damage the external façade of the duplex row house in any manner whatsoever, in order to maintain uniformity amongst all the duplex row house developed and constructed in the Project. The Allottees shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the [Duplex Row House] or place any heavy material in the staircase of the Building. The Allottee shall also not remove any wall, including the outer and load bearing wall of the Duplex Row House.
- 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 aforesaid conditions.
- 16. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES:**
- The Parties are entering into this Agreement for the allotment of a Duplex Row House with the full knowledge of all laws, rules, regulations, notifications applicable to the project.
- 17. ADDITIONAL CONSTRUCTIONS:**
- The Promoter undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the building plan, layout plan, sanction plan and specifications, amenities and facilities has been approved by the competent authority(ies) and disclosed, except for as provided in the Act.

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Proprietor

M/s. Tanisha Builders & Developers

Partner

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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 Duplex Row House 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 or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such Duplex Row House.

19. **DUPLEX ROW HOUSE OWNERSHIP ACT (OF THE RELEVANT STATE):**

The Promoter has assured the Allottees that the project in its entirety is in accordance with the provisions of the MP BHUMI VIKAS ADHINIYAM 2012 Act. The Promoter showing compliance of various laws/regulations as applicable in MP BHUMI VIKAS ADHINIYAM 2012.

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 payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub-Registrar Bhopal as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and 90% of all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

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 Duplex row house, 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:**

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 Duplex

M/s. K.L. SHARMA

Proprietor

M/s. Tanisha Builders & Developers

Partner

Partner

Partner

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

24. WAIVER NOT A LIMITATION TO ENFORCE:

- 24.1 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 C2] 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.
- 24.2 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.

25. SEVERABILITY:

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made there under 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 there under 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.

26. 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 total carpet area of the Duplex Row House bears to the total carpet area of all the Duplex Row House in the Project.

27. 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.

28. 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 Bhopal after the Agreement

M/s. K.L. SHARMA

Proprietor

M/s. Tanisha Builders & Developers

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Partner

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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 Bhopal. Hence this Agreement shall be deemed to have been executed at Bhopal.

29. **NOTICES:**

That all notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by Registered Post at their respective addresses specified below:

_____ Name of Allottee

_____ (Allottee Address)

M/s K. L. Sharma (Promoter name)

Plot No. 02, First Floor, Regal Civic Center Awadhपुरi, Bhopal (Promoter Address)

It shall be the duty of the Allottee and the Promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the promoter or the Allottee, as the case may be.

30. **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. The Allottee shall inform the Promoter in writing any change in the mailing address, failing which all demands, notices etc. by the Promoter shall be mailed to the address given in this agreement and deemed to have been received by the allottee and which shall for all purposes be considered as served to all the Attottee/s and no separate communication shall be necessary to the other named allottee/s.

31. **SAVINGS:**

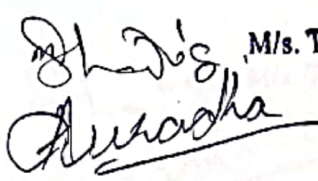
Any application letter, allotment letter, agreement, or any other document signed by the allottee, in respect of the duplex Row house prior to the execution and registration of this Agreement for Sale for such Duplex row house, shall not be construed to limit the rights and interests of the allottee under the Agreement for Sale or under the Act or the rules or the regulations made there under.

32. **GOVERNING LAW:**

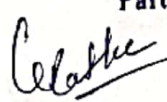
That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the Act and the Rules and Regulations made there under including other applicable laws of India for the time being in force.

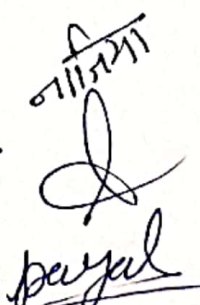
M/s. K.L. SHARMA


Proprietor


M/s. Tanisha Builders & Developers

Partner




Partner

33. **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.

[Please insert any other terms and conditions as per the contractual understanding between the parties, however, please ensure that such additional terms and conditions are not in derogation of or inconsistent with the terms and conditions set out above or the Act and the Rules and Regulations made there under.]

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

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Allottee: (including joint buyers)

(1) Signature _____
Name _____
Address _____

Please affix
photograph
and sign
across the
photograph

(2) Signature _____
Name _____
Address _____

Please affix
photograph
and sign
across the
photograph

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Promoter:

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

Please affix
photograph
and sign
across the
photograph

M/s. K.L. SHARMA

Proprietor

M/s. Tanisha Builders & Developers

Partner

Landowners :

(1) Signature (Authorised Signatory)

Name _____

Address _____

Please affix
photograph
and sign
across the
photograph

(2) Signature (Authorised Signatory)

Name _____

Address _____

Please affix
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and sign
across the
photograph

(3) Signature (Authorised Signatory)

Name _____

Address _____

Please affix
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and sign
across the
photograph

At _____ on _____ in the presence of:

WITNESSES:

1. Signature _____

Name _____

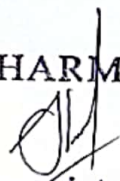
Address _____

2. Signature _____

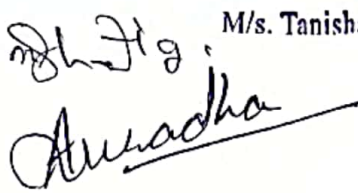
Name _____

Address _____

M/s. K.L. SHARMA


Proprietor

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Partner

SCHEDULE 'A' -	PLEASE INSERT DESCRIPTION OF THE HOUSE AND THE GARAGE /COVERED PARKING (IF APPLICABLE) ALONG WITH BOUNDARIES IN ALL FOUR DIRECTIONS
SCHEDULE 'B' -	FLOOR PLAN OF THE ROW HOUSES.
SCHEDULE 'C' -	PAYMENT PLAN.
SCHEDULE 'D' -	SPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF THE PROJECT)
SCHEDULE 'E' -	SPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF THE PROJECT)
SCHEDULE 'F' -	DRAFT BROCHURE AFFIDEVITE
SCHEDULE 'G' -	COST AMENITIES
SCHEDULE 'H' -	COST AMENITIES AND QUTER WISE ESTIMATED PROGRESS OF THE PROJECT

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

[F. No. O-17034/18/2009-H]

RAJIV RANJAN MISHRA, Jt. Secy.

* or such other certificate by whatever name called issued by the competent authority.

M/s. K.L. SHARMA

Proprietor

M/s. Tanisha Builders & Developers

Partner

M/s. Tanisha Builders & Developers

Partner