

# Agreement of Row House/Bungalow No of type – in project named, “SAGE Sun City” Phase-I B, Village - Bagroda, Bhopal

## AGREEMENT FOR SALE

### (WITHOUT POSSESSION)

This Agreement for Sale executed on this    th Day of        2019 by and between

This Agreement for Sale executed on this    the Day of        2019 by and between M/s Shree Agrawal Colonizers (PAN ABVFS4077P) a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at 250, Sagar Plaza, Zone-II, M.P.Nagar, Bhopal represented by its authorized Partner Mr. Akash Agrawal (Aadhar No. 657884318628) aged 28 years S/o Late Shri Rajendra Agrawal R/o 06,F-Star, Sagar Royal Villas, Hoshangabad Road, Bhopal hereinafter referred to as the “Promoter” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the said firm, the survivor or survivors of them and their heirs, executors and administrators of the last surviving partner and his/her/their assigns).

AND

.....(Aadhar No .....)(PAN – .....)  
S/o,W/o,D/o Shri ..... aged about ..... years R/o ..... , Bhopal (M.P.) 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).

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” mean the Real Estate (Regulation and Development) (General) Rules, 2016 made under the Real Estate (Regulation and Development) Act, 2016;

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

**WHEREAS:**

M/s Shree Agrawal Colonizers is the absolute and lawful owner of (i) Survey/ Khasra no \_\_\_\_\_ admeasuring 5.561 Hect., out of which project is commenced on 2.458 Hectare, situated in Village Bagroda (Inside from main road), Patwari Halka No. 24,Tahsil Huzur, District Bhopal.

- A. The Said Land is earmarked for the purpose of Plot/ Flat/Row House/Bungalow development of a [commercial & residential] project and the said project shall be known as "SAGE Sun City" Phase-I B".
- B. 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;
- C. The Directorate of Town and Planning, the Municipal Corporation Bhopal has granted the Building Permission vide Permission No.\_\_\_\_ dated \_\_\_\_\_ to develop the said project.
- D. The Promoter has obtained the final layout plan, sanctioned plan, specifications and approvals for the Project and also for the Row House/Bungalow or building from Town & Country Planning Department, Bhopal. BPLLP /L.P. /29(1)/ NaGraNi/Jlka/ 2016 dated 02/02/2019. 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;
- E. The Promoter has registered the Project under the provisions of the Act with the Madhya Pradesh Real Estate Regulatory Authority at Bhopal on / /2019 under registration no. \_\_\_\_\_ .
- F. The Allottee had applied for a Row House/Bungalow in the Project vide application no. .... dated .... /.../2019 and has been allotted Row House/Bungalow No. .... of type .... having Plot area ..... square feet (..... Sq M), more specifically described in the Schedule A and the layout plan Schedule B, annexed herewith.

- G. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;
- H. NIL.
- 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 Row House/ Bungalow.

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 sale to the Allottee and the Allottee hereby agrees to purchase, the Flat/ Duplex/Bungalow as specified in Para G.
- 1.2. The Total Price for the Row House/Bungalow No ..... Type ..... having Plot area ..... square feet ( ..... Sq M) & total carpet area of all floors is ..... square feet ( ..... Sq. M) excluding Registration Charges, Legal expenses & GST.

**Details of Pricing**

Cost of Row House/Bungalow .....

Corner Charges NA

Park Facing Charges	NA
Wide Road Facing Charges	NA
External Electrification Charges	NA
Meter Connection Charges	As per Actual
Maintenance Charges chargeable as per norms extra	Free till ..... thereafter
Water Connection Charges the date of possession	Rs. ..../- per month extra from the date of possession
Corpus Fund	Extra If applicable
G.S.T	As Per Govt. Prevailing Norms Extra
Documentation & Miscellaneous Charges	As per Actual Extra
Any other charges	As per Actual Extra

**Explanation:**

- (i) The Total Price above includes the booking amount paid by the Allottee to the Promoter towards the Row House/Bungalow;
- (ii) The Total Price above excluding Taxes as mentioned in the details of price, (consisting of tax paid or payable by the Promoter on behalf of allottee by way of G.S.T and Cess or any other similar taxes which may be levied in connection with the construction of the Project – "SAGE Sun City" Phase-I B" payable by the Promoter) up to the date of handing over the possession of the Row House/Bungalow to the Allottee except for the property tax and diversion rent etc., which will be levied on the Allottee from the date of registry of the Row House/Bungalow 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 that in case there is any change/ modification in the taxes, the subsequent amount payable by the Allottee to the promoter shall, be increased/reduced based on such change/ modification:

Provided further that if there is any increase in the taxes after the expiry of the scheduled date of completion of the project as per registration with the Authority,

which shall include the extension of registration, if any, granted to the said project by the Authority, as per the Act, the same shall not be charged from the Allottee;

- (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 the time and in the manner specified therein. In addition, the Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;
- (iv) The Total Price of Row House/Bungalow includes recovery of price of land, development and construction of [not only the Row House/Bungalow but also] the Common Areas, internal development charges, external development charges, cost of providing electric wiring, electrical connectivity to the Row House/Bungalow, water line and sewage line, plumbing, finishing with paint, tiles, doors, windows,

Provided that since the Special Amenities/Facilities such as Club House/Gym/Swimming Pool/Any Other Special Amenity or Facility, as detailed in Schedule E Annexed herewith are not common amenities, shall only be constructed/ provided to the allottee if two third of the allottees out of total allottees give their consent in writing to the promoter to become member by paying membership charges (as may be applicable), Therefore the Allottee desiring to avail such Special Amenity/Facility in the Project, shall have to pay such separate charges for the membership, use and enjoyment of the said Special Amenity as determined at present by the Promoter in this regard, which shall not be included in the Total Sale Price of the plot. The Promoter shall run, manage and operate such Special Amenity/Facility, either on its own or through any Independent Agency after obtaining Completion Certificate. The Allottees, who choose to avail such Special Amenity/Facility, shall be liable to pay such monthly/periodical/occasional/additional charges, as may be determined by the mutual consent of such Allottees and the Promoter/Agency, as the case may. The other Allottees, who do not choose for such Special Amenities/Facilities, shall not be entitled to avail, use and enjoy such Special Amenities/ Facilities and these Special Amenities/ Facilities shall not be considered or deemed to be the part of the Common Areas or Common Facilities.

- 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 (“Construction Linked Payment Plan”).

1.5 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 amenities described herein at Schedule ‘D’ & Schedule ‘E’ (which shall be in conformity with the advertisement, prospectus etc., on the basis of which sale is effected) in respect of the Row House/Bungalow, 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 suggested by Architect/ Engineer which is necessary for the project.

Provided that the entire cost/ additional cost incurred in executing the aforesaid changes, additions, alterations, modifications etc., as desired by the Allottee, shall be borne exclusively by the Allottee, apart from and in addition to the Total Sale Price of **Rs. ....../- (Rs ..... Only)** Excluding GST, Registration charges and legal expenses as mentioned herein above and shall be recoverable from the Allottee, along with the next milestone of the Payment Plan, as mentioned and detailed in Schedule C (“Construction Linked Payment Plan”).

Provided further that if the Allottee desires that any material/ fixture/ fitting/ item/ accessory/ amenity/ facility/ finishing material etc., to be used/ fixed/ provided in the Row House/Bungalow, shall be of any different, specific or better quality or of any particular brand/company /manufacturer or of any superior standard or grade/superior quality/superior cost or of any particular specification / nature, than what has been mentioned and detailed in Schedule D annexed herewith, then the Allottee shall have to bear all the additional / extra difference in price/ cost incurred in procuring, providing and fixing such material/ fixture/ accessory/ amenity/ facility/ item/finishing material etc. of whatsoever, which shall be payable within 30 days of the demand raised by the Promoter in this regard or at the choice of the Promoter along with the last milestone of the Payment Plan, as mentioned and detailed in Schedule C (“Construction Linked Payment Plan”).

1.6 Subject to Para 9.3 the Promoter agrees and acknowledges, the Allottee shall have the right to the Row House/Bungalow as mentioned below:

- (i) The Allottee shall have exclusive ownership of the Row House/Bungalow.
- (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.
- (iii) That the computation of the price of the Row House/Bungalow includes recovery of price of land, development and construction of [not only the Row House/ Bungalow/ but also] the Common Areas, internal development charges, external development charges, and cost of providing electric wiring, electrical connectivity to the Row House/ Bungalow, water line and plumbing, line finishing with paint, tiles, doors, windows.

Provided that, since availing the Special Common Amenities / Facilities such as Club House/ Gym/ Swimming Pool/ Any Other Special Amenity or Facility, as detailed in Schedule E annexed herewith, depends upon the choice of the Allottee and he/she cannot be compelled to avail the same, therefore the Allottee desiring to avail such Special Amenity/Facility in the Project, shall have to pay such separate charges for the membership, use and enjoyment of the said Special Common Amenity as determined at present by the Promoter in this regard, which shall not be included in the Total Sale Price of the Row House/Bungalow. The Promoter shall run, manage and operate such Special Common Amenity/ Facility, either on its own or through any Independent Agency or by handing it over the same to the Association of Allottee after obtaining Completion Certificate.

The Allottees, who choose to avail such Special Amenity / Facility, shall be liable to pay such monthly/periodical/occasional/additional charges, as may be determined by the mutual consent of such Allottees and the Promoter/ Agency/ Association of Allottees, as the case may. The other Allottees, who do not choose for such Special Amenities/Facilities, shall be entitled to avail, use and enjoy such Special Amenities/Facilities and these Special Amenities/Facilities shall not be considered or deemed to be the part of the Common Areas or Common Facilities.

- (iv) The Allottee has the right to visit the project site to assess the extent of development of the project and his Row House/Bungalow, as the case may be.

1.7 It is made clear by the Promoter and the Allottee agrees that the Row House/Bungalow shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the said Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined

with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee, or 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 Allottee of the Project.

Provided that where any Project has been declared by the Promoter to be developed in different Phases, then even though as per the provisions of Explanation attached to Section 3 of the Act the Promoter might have obtained registration of each such Phase separately, yet, all such services/ amenities/ facilities, which are declared by the Promoter to be used in common for all the Phases and by all the Allottees in all the Phases and all the essential services and facilities which are to be used in connectivity for all the Phases of the Project such as internal roads, connecting roads, sewage and drainage lines, water pipe lines, electrical line etc; shall always be deemed to be available for all the Phases of the project in common, without any hindrance, obstruction or obstacle from the occupants of any of the Phase of the Project.

Provided further, that any such common amenity/ facility/ service in the Project, which is specifically declared by the Promoter to be available for all the Phases of the Project in common, shall be made available for use and enjoyment for all the Phases of the Project, only upon the completion of such Phase of the Project, with which the Promoter has specifically declared that such particular common amenity/ facility/ service be developed, completed and made available for use and enjoyment in common for all the Phases of the Project. The Allottee shall not be entitled to demand any such common amenity/ facility/ service, any time prior to the completion of such Phase of the Project, along with which the development, completion, use and enjoyment of such amenity/facility/service is declared to be provided by the Promoter.

Provided further that in accordance of the prevailing Laws, neither any Allottee nor the Association of Allottees, shall be entitled to claim any exclusive or private right, on any part of the Co-ordination roads or other connecting services, which are to be used in common and in coordination with the Projects/ Colonies existing or to be developed adjoining to the Project and no obstruction, hindrance or obstacles shall be created in such connecting services.

- 1.8 The Promoter agrees to pay all outgoings before transferring the physical possession of the Row House/Bungalow to the Allottee, which it has collected from the Allottee, 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 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 Allottee or any liability, mortgage loan and interest thereon before transferring the Row House/Bungalow to the Allottee, 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 therefore by such authority or person.

1.9 The Allottee has paid a sum of Rs. ..../- (Rupees ..... only) out of which Rs. 1,00,000 ( Rupees One Lakh Only) as Token booking amount (Non Refundable in case of cancellation) & Rupees ..../- (Rupees ..... Only) being Part Payment towards the total price of the Row House/Bungalow 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 Row House/Bungalows as prescribed in the Payment Plan [Schedule C ("Construction Linked Payment Plan")] 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 of 11% p.a.

## **2. MODE OF PAYMENT:**

Subject to the terms of the Agreement and the Promoter abiding by the development milestones/ stages, the Allottee shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the Payment Plan [Schedule C ("Construction Linked Payment Plan")] through A/c Payee cheque/demand draft/bankers cheque or online payment (as applicable) in favour of 'M/s Shree Agrawal Colonizers', 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 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 this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the applicable laws. The Promoter shall not be responsible towards any third party making payment/ remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the said Row House /Bungalow 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 Row House/Bungalow, 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 Row House/Bungalow to the Allottee and the common areas to the association of Allottee or the competent authority, as the case may be.

#### **6. CONSTRUCTION OF THE PROJECT/ ROW HOUSE/ BUNGOLOW:**

The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the Row House/Bungalow 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 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. However Promoter may carry out minor changes in said Row House/Bungalow as suggested by Certified Architect(s)/Engineer(s) necessary for project.

## **7. POSSESSION OF THE ROW HOUSE/BUNGALOW:**

- 7.1 Schedule for possession of the said Row House/Bungalow - The Promoter agrees and understands that timely delivery of possession of the Row House/Bungalow to the Allottee and the common areas to the association of Allottee or the competent authority, as the case may be, is the essence of the Agreement. The Promoter assures to hand over possession of the Row House/Bungalow along with ready and complete common areas with all specifications, amenities and facilities of the project in place on ...../...../20.... 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 Row House/Bungalow, provided that such Force Majeure conditions are not of a nature, which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the allotment within 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 the full payment of the Row House/Bungalow from the Allottee shall offer in writing the possession of the Row House/ Bungalow, to the Allottee in terms of this Agreement to be taken within two months from the date of registration of the Row House/Bungalow. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The 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 or up to ...../...../20...., whichever is earlier.

That it shall be mandatory for the Allottee to become a member of the "SAGE Sun City" Phase-I B" maintenance society, at the time of possession of the said property, which shall be formed by the residents of "SAGE Sun City" Phase-I B" and which shall be responsible for all maintenance and security provision of the "SAGE Sun City" Phase-I B" upto ...../...../20.....

7.3 Failure of Allottee to take Possession of Row House/Bungalow - Upon receiving a written intimation from the Promoter as per para 7.2, the Allottee shall take possession of the Flat/Bungalow/Duplex 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 Row House/Bungalow 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.

7.4 Possession by the Allottee - After obtaining the occupancy certificate/ till ...../...../20.... whichever is earlier and handing over physical possession of the Row House/Bungalow to the Allottee, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common areas, to the association of Allottee 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 paid for the allotment/10 (ten) percent of the total cost of the unit whichever is higher. The balance amount of money paid by the Allottees shall be returned by the promoter to the Allottees within 06 months of such cancellation, on rebooking of the said unit and receipt of payment from the new allottee of equal amount whichever is earlier.

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 [Contrary to the provisions of limitation Act].

Except for occurrence of a Force Majeure event, if the promoter fails to complete or is unable to give possession of the Row House/Bungalow(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 Allottee, in case the Allottee wishes to withdraw from the Project,

without prejudice to any other remedy available, to return the total amount received by him in respect of the Row House/Bungalow, with interest at the rate 11% per annum in the manner as provided under the Act within forty-five 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 Row House/Bungalow, which shall be paid by the promoter to the Allottee within forty-five days of it becoming due.

7.7 Finishing Work – It has been clearly understood by the Allottee, that the Occupancy Certificate/Completion Certificate, as the case may be, are issued by the concerned authorities, when the entire civil construction work of the Row House/Bungalow complete and the Row House/Bungalow in a habitable state, however, to prevent any loss or damage, the internal fittings, furnishings 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 fittings 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 occupancy certificate/ completion certificate and before handing over the possession of the Row House/Bungalow 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;
- (iii) There are no encumbrances upon the said Land or the Project; [In case there are, any encumbrances on the land provide details of such encumbrances including any rights, title, interest and name of party in or over such land]

- (iv) There are no litigations of such a nature which may affect the project in any manner is/are pending before any Court of law or Authority with respect to the said Land, Project or the Row House/Bungalow
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Row House/Bungalow 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 Row House/Bungalow 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 Row House/Bungalow 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 Row House/Bungalow 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 Row House/Bungalow to the Allottee and the common areas to the association of Allottee 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 Row House/Bungalow 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 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 Row House/Bungalow 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.

## **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 Row House/Bungalow 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 Row House/Bungalow 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 except taxes paid to the govt. authority and expenses incurred by the promoter for the convenience/ benefit of allottee whatsoever towards the purchase of the Row House/Bungalow, along with interest at the rate of 11% p.a. within forty-five days of receiving the termination notice:

Provided that where an Allottee does not intend to withdraw from the project or terminate the Agreement, he shall be paid, by the promoter, interest at the rate prescribed in the Rules, for every month of delay till the handing over of the possession of the Row House/Bungalow, 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 01 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 of 11% p.a.

In case of Default by Allottee under the condition listed above continues for a period beyond 01 consecutive months after notice from the Promoter in this regard, the Promoter may cancel the allotment of the Row House/Bungalow 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 ROW HOUSE/BUNGALOW:**

The Promoter, on receipt of Total Price of the Row House/Bungalow as per para 1.2 under the Agreement from the Allottee, shall execute the sale deed and convey the title of the Row House/Bungalow within 3 months from the date of receipt of the full payment and/or mutually decided by the parties. That further, after receiving the sale consideration the registration of Row House/Bungalow can be done but even after the execution of registered sale deed for semi finished/finished, the said Row House/Bungalow shall remain possession of Promoter till full payments according to this allotment is made or cleared by the Allottee. It is clearly understood by the Allottee that the said Row House/Bungalow is being sold for the cost herein above mentioned. 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.

Provided further that since the entire proportionate common area is being transferred to the Association of the Allottees by operation and in compliance of the provisions of the Act, without any consideration to be paid to the Promoter, therefore the transfer of

the proportionate common area to the Association of Allottees, shall always be deemed to be without payment of any consideration to the Promoter so as not to add any amount to the Capital Gain or consequent Income Tax to the account of the Promoter and it shall always be deemed to be a transfer by operation of law.

## **11. MAINTENANCE OF THE SAID ROW HOUSE/ BUNGALOW/ PROJECT:**

The Promoter shall be responsible to provide and maintain essential services in the Project either on its own or through any external maintenance agency until the taking over of the maintenance of the project by the Association of Allottees, within the period of time as specified herein & under this Act upon the issuance of completion certificate of the project, or upto ...../...../20...., whichever is earlier as per the provisions of the Act. However, if the Association of Allottees fails to take charge of maintenance of project from the aforesaid date, then the promoter may continue maintenance of the project on actual cost basis either on its own or through any external agency, the monthly maintenance cost of which is to be borne by the allottee. However in no case shall the promoter be liable to maintain the essential services for any period beyond six months from the aforesaid date fixed for handing over the maintenance works to the Association of the Allottees, and in such case the allottees shall exclusively and solely be liable to execute the maintenance works on their own. Further the allottee will not raise any objection of any nature in out sourcing the maintenance of colony to any external agency and in case the contract with such external agency is still subsisting at the time of handover of the said maintenance to the societies of Allottees or at the expiry of additional period of six months then the Association of Allottees shall have to honor & abide by such contract until its subsistence. Further the common area spaces including all the gardens, parks, playground, lawns etc. can be used by any allottee for any private or public function/parties of any kind, only after written constant of the promoter/society and shall have to deposit such charges as may be fixed by the promoter/society.

## **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 Row House/Bungalow 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

Allottee shall be entitled to receive appropriate compensation in the manner as provided under the Act.

Provided 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 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 Row House/ Bungalows or areas appurtenant to the Row House/Bungalow will not be covered under the defect liability. 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.

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 provided by such manufacturer/ supplier and the Promoter shall not at all be liable to provide any cure/cover over and above the terms and conditions of such respective warranties.

### **13. RIGHT TO ENTER THE ROW HOUSE/ BUNGALOW FOR REPAIRS:**

The Promoter/maintenance agency/association of Allottee shall have rights of unrestricted access of all Common Areas, for providing necessary maintenance services and the Allottee agrees to permit the association of Allottee and/or maintenance agency to enter into the Row House/Bungalow 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 open and Service Areas: The open areas and service areas, if any, as located within the 'Premises' shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, 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 open area's & roads, in any manner whatsoever, other than those earmarked and the same shall be reserved for use by the association of Allottee formed by the Allottee for rendering maintenance services.

## **15. GENERAL COMPLIANCE WITH RESPECT TO THE ROW HOUSE/ BUNGALOW:**

- 15.1 Subject to Para 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the Row House/ Bungalow at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, infrastructure of the project, or the Row House/Bungalow, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound, common areas, roads and parks etc., which may be in violation of any laws or rules of any authority or change or alter or make additions to the Row House/Bungalow. and keep the Row House/Bungalow, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenant-able repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.
- 15.2 The Allottee further undertakes, assures and guarantees that he/she would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face / facade of the Row House/Bungalow or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottee 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 Row House/Bungalow 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 Row House/Bungalow.
- 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 Allottee and/or maintenance agency appointed by association of Allottee. The Allottee shall be responsible for any loss or damages arising out of breach of any of the previously mentioned conditions.

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

The Parties are entering into this Agreement for the allotment of a Row House/ Bungalow 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(is) and disclosed, except for as provided in the Act. However the Promoter shall, with the consent of the Allottees/Association of the Allottees, make and execute any such change, alteration, additional construction, modification, in the lay out plan, sanction plan, building plan, specifications, amenities, facilities and services, which may be permissible under existing laws.

## **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 [Row House/Bungalow] 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 [Row House/Bungalow].

## **19. ROW HOUSE/BUNGALOW OWNERSHIP ACT (OF THE RELEVANT STATE):**

The Promoter has assured the Allottee that the project in its entirety is in accordance with the provisions of the MP Bhumi Vikas Adhinyam. The Promoter showing compliance of various laws/regulations as applicable in MPBVA. The allottees along with the purchasers of other units in the projects, shall be liable & responsible to create and form the Association of Allottees, as per the provisions of the RERA Act 2016.

## **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 Office, 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 all sums deposited by the Allottee in connection therewith Excluding the booking amount shall be returned to the Allottee without any interest or compensation whatsoever and also after deduction of taxes deposited and expenses incurred by the promoter.

## **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 Row House/Bungalow, 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 ALLOTTEE:**

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 Row House/Bungalow and the Project shall equally be applicable to and enforceable against and by any subsequent Allottee of the Row House/Bungalow, in case of a transfer, as the said obligations go along with the Row House/Bungalow 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 C (Construction Linked Payment Plan)] 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 Allottee.

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. 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.

## **27. 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 is duly executed by the Allottee and the Promoter simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar at Sub-Registrar Office, Bhopal. Hence this Agreement shall be deemed to have been executed at Bhopal.

## **28. 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 the Allottee:

Address of the Allottee :

Name of the Promoter: M/s Shree Agrawal Colonizers

Address of the Promoter: 250, Sagar Plaza, Zone-II, M.P.Nagar, Bhopal (M.P)

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.

### **29. JOINT ALLOTTEE:**

That in case there are Joint Allottee all communications shall be sent by the Promoter to the Allottee whose name appears first and at the address given by him/her, which shall for all intents and purposes to consider as properly served on all the Allottee.

### **30. SAVINGS:**

Any application letter, allotment letter, agreement, or any other document signed by the Allottee, in respect of the Row House/Bungalow, as the case may be, prior to the execution and registration of this Agreement for Sale for such Row House/ Bungalow, 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.

### **31. 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.

### **32. 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.

33. The above mentioned cost as specified in Para 1.2 does not include Narmada/ Kolar Water Taxes/Charges and shall be additionally borne by the Allottee as and when required.
34. That the Stamp duty, Registration fees and all other legal expenses for execution and registration of the sale deed of the said Row House/Bungalow, have not been included in the total cost, as mentioned above. In case any levies, taxes, legal charges are imposed by the Govt. on the sale of Row House/Bungalow the same shall be additionally borne by the Allottee.
35. That if the Allottee wishes to sale or transfer the said Row House/Bungalow to any other Third party before taking possession of the property from the promoter the allottee has to pay 5% of the registered value to the promoter and obtain NOC from the Promoter before such transfer.
36. That in case any additional stamp duty is required to be paid for the registration of the Agreement for sale that shall be additionally borne by the Allottee.
37. That the Promoter hereby agrees not to make any extra demand for any additional amount by way of or owing to any fluctuation in prices of the building material or any other material, from the Allottee.
38. That the Promoter shall be responsible for all taxes, cesses and assessments up to the date of registration of the sale deed or upto the end date of the payment schedule whichever is earlier and from such date onwards the tax liabilities including property tax/ annual diversion rent etc shall be borne by the Allottee.
39. That the said Row House/Bungalow is free hold in nature and that the Allottee shall use the said residential property as per its land use only.
40. That water supply for all purpose shall be done through common tube well fitted with requisite pumps. That for all further individual requirements the Allottee of the said individual Row House/Bungalow shall arrange for water supply through his/her/their own funds and resources.
41. That the Allottee has/have also satisfied himself/herself/themselves regarding the size location, vastu, orientation, boundaries of the said Row House/Bungalow.

42. The Allottee agrees that the even after handing him over of the possession of the Row House/ Bungalow, the maintenance, repair, interior fittings and furnishing of other Row House/ Bungalows in the Project and in the common areas, as also the development and construction work in the remaining Phases of the Project may go on. The Allottee agrees not to cause any hindrance, obstruction, obstacles to any such work being carried on by the Promoter or any other Allottee.
43. That the Allottee agrees that the Promoter shall have the exclusive right to occupy and use the site office site office developed by it, till the development and construction work of all the Phases is complete in every sense.
44. That as mentioned above, the Total Sale Price is inclusive of the charges for electrical connectivity to the Row House/ Bungalow. However the Allottee shall have to bear the charges for Electrical Meter Connection for his/her individual Row House/Bungalow and deposit the same with the concerned Electricity Provider Company/MPEB, as the case may be. Further it is hereby made clear that the electrical connectivity provides to the Row House/Bungalow is with respect to a reasonable electrical load of ..... KW. If the Allottee requires any further enhanced Electrical Load, then the Allottee shall have to bear and incur the costs and expenses for the same.
45. That the Promoter shall have the first lien and charge on the said Row House/ Bungalow, un-till all its dues and other sums and payments as detailed in the Payment Plan are completely paid and discharged, by the Allottee to the Promoter.
46. That the Allottee shall after obtaining possession, use the aforesaid Row House/Bungalow only for the residential purposes Allottee however will not give it on rent or lease or sublet the same for any commercial activity or for any illegal and unlawful purposes.
47. That if the water is procured from bore wells, then the Allottee has clearly understood that since the bore-wells being provided by the Promoter are natural resources and if afterwards due to any reason whatsoever, the water level goes down and the discharge capacity decreases, the Association of Allotees, will manage their water requirements from other alternative sources/resources or new bore wells at their own cost. Promoter will not be responsible for this, in the future.
48. That the parties agreed to settle the grievances/dispute amicably. The allottee will inform the promoter in writing by giving one month time to resolve grievances / dispute. After the lapse of the duration of one month the parties will be at liberty to invoke arbitration, the arbitrator will be appointed by the promoter. If

Grievance/dispute is not resolved through Arbitration; the parties may approach court of law for adjudication.

49. That the allottee further agrees that considering the nature of work if the completion of Row House/Bungalow in general delayed due to unforeseen reasons or any restriction which may be imposed by any lawful authority or due to shortage of raw material/labor or any act of god in that case the allottee shall not claim any interest & Compensation for such delay he/she further agree that, the sale of the Row House/Bungalow is strictly subject to the force major clause.
50. That after execution & registration of sale deed, the vendee will obtain mutation in his/her name & favour from Revenue department/ Municipal Corporation etc. wherever required at his/her own cost.
51. That the water supply for all purpose shall be provided through common tube well. The common tube well/bore well is a source of natural ground water if it get dried then all the flat owners of the colony will collectively collect the amount & take water from other source like Narmada/ Kolar Water form Municipal Corporation/Nagar Palika etc or any other agency, the Charges shall additionally borne by all the Residents owners.
52. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;
53. 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;
54. 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;
55. 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 Row House /Bungalow as specified in para G.
56. The Allottee shall have no objection in case the Promoter creates a charge on the project land during the course of development of the project for raising loan from any bank/financial institution. However, such charge, if created, shall be got vacant before handing over possession of the property to the Allottee.

57. If the Promoter deposits any amount of any nature for achieving the goal to complete this project in various departments of government, semi government, local bodies etc, the Promoter shall have right to recover the deposited amount paid by him and Allottee shall not have any objection for the same.
58. All carriage ways of the roads of the project are designed for movement of light motor vehicles. Allottee or any resident of the project shall not drive/ allow driving any heavy motor vehicle carrying more than five ton of load on the carriage ways/ shoulders of the roads of the Project for any reason whatsoever. If any part of the carriage ways/ shoulders of the roads, water supply lines, sewerage lines, manholes, electric lines, road side drains, culverts, plantation or similar kind of development work of the Project is damaged because of overload (more than five ton) or mishandling, the allottee or the resident responsible must get it repaired at his/her own costs or shall pay the promoter the cost of damages done. In such eventuality the Promoter shall not be held responsible.
59. That in case of cancellation of the booking for any reason whatsoever, the cancellation deed will be executed only after going to the office of the registrar and thereby the Allottee will bear the cancellation cost of such deed. Only after that the allotment will be deemed as cancelled.
- 60. The Allottee do hereby covenant with the Promoter as follows:-**
- 60.1 To use the property or any part thereof or permit the same to be used for the purpose as per agreement only, and shall not change use of the property.
- 60.2 Not to store/dump any belongings in any of the common areas, park or roads nor shall he/she construct any temporary/permanent structure thereon.
- 60.3 To maintain the said property at the Allottee's own cost in good condition from the date of possession of the property and shall not do anything non-permissible act in the property or change/ alter or make addition in or to the property itself or any part thereof.
- 60.4 Not to store in the property any goods which are hazardous, combustible or dangerous nature, or storing of which goods is objected by the law.
- 60.5 Not to demolish or cause to be demolished the property or any part thereof, at any time or make or cause to be made any addition or alteration of whatever nature in or to the common property or any part thereof and shall keep the portion, sewers, drains, pipes in the property and appurtenances thereof in good, tenantable repair and conditions, in case of having done so shall be liable to compensate the affected persons for the damages caused.

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

**SIGNED AND DELIVERED BY THE WITHIN NAMED:**

Name of the Allottee:

Address of the Allottee :

Name of the Promoter : M/s Shree Agrawal Colonizers

Address of the Promoter : 250, Sagar Plaza, Zone-II, M.P.Nagar, Bhopal (M.P)

SCHEDULE 'A' – PLEASE INSERT DESCRIPTION OF THE ROW HOUSE/BUNGALOW (IF APPLICABLE) ALONG WITH BOUNDARIES.

SCHEDULE 'B'- LAYOUT OF THE PLAN.

SCHEDULE 'C' - PAYMENT PLAN.

SCHEDULE 'D' - SPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF THE ROW HOUSE/BUNGALOW)

SCHEDULE 'E' - SPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF THE PROJECT) [The 'Schedule' to this Agreement for Sale shall be as agreed to between the Parties]

**SCHEDULE – A**

DESCRIPTION OF THE ROW HOUSE/BUNGALOW ALONG WITH THE BOUNDARIES The Boundaries of the said Row House/Bungalow No. .... of type ..... are:-

East : .....

West : .....

North : .....

South : .....

That the said residential Row House/Bungalow situated at ""SAGE Sun City" Phase-I B" shall comprise of Total Plot area ..... square feet ( ..... Sq M)

## **SCHEDULE 'B'-**

LAYOUT OF THE PLAN (Enclosed).

## **Schedule 'C**

Construction Linked Payment Plan

## **Schedule - D**

Specifications and amenities(which are part of Row House/Bungalow)

Structure: RCC Framed structure.

Wall: Ghole Bricks / Fly Ash / ACC or CLC Bricks

Flooring: Vitrified tiles in all bedrooms, kitchen, drawing room, Dining areas. Anti skid tiles in porch, verandah, open terrace areas & IT flooring on top terrace & Monty.

Toilet: Glazed tiles up to door height in toilets and anti skid tiles or floor.

Plumbing: C.P. fittings with single hot & cold mixers in toilets.

Sanitary: Sanitary ware in white/ivory colours.

Kitchen: Granite kitchen platform with sink and tiles dado up to 2' ht. above platform

Doors: "Laminated flush door with Devas door frame. Provision for fly mesh shutter on outer door frames Chrome/aluminum hardware fittings."

Windows: "Powder coated three track sliding aluminum windows with clear/pinhead glass, with mosquito nets & M.S. grills."

Water Supply: "Concealed CPVC pipelines with individual 500 ltr. Overhead tank in each Row House/Bungalow having supply through common tube well/sump well."

Electrification: "Fittings-Modular electrical switches.

Wiring: All electrical wiring in concealed conduits with copper wires. "

POP: Plaster of Paris/Gypsum cornice in all bedrooms & living areas.

Wall Finish: "Internal-surface including roofs shall be painted with water bound emulsion paint.

External-wall surface shall be painted with exterior paint."

### **Schedule- E**

Specifications, Amenities, Facilities (Which are part of the Project)

Entrance Gate with guardroom.

Streetlights along the roadsides.

Landscaped developed gardens & Children play area.

Black Top / Concrete roads with roadside paving blocks inside the campus with storm water drains as and where required.

Underground / Overhead electric cabling

Underground sewage disposal system, through PVC Pipes, manholes and Sewage Treatment Plant.

Infrastructure development as per standard specifications.

Water supply through underground sump well and adequate water pipe lines

**Agreement of Flat No of type - in project named, "SAGE Sun City" Phase-I B , Village - Bagroda, Bhopal**

**AGREEMENT FOR SALE**

**(WITHOUT POSSESSION)**

This Agreement for Sale executed on this    th Day of        2019 by and between

This Agreement for Sale executed on this    the Day of        2019 by and between M/s Shree Agrawal Colonizers (PAN ABVFS4077P) a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at 250, Sagar Plaza, Zone-II, M.P.Nagar, Bhopal represented by its authorized Partner Mr. Akash Agrawal (Aadhar No. 657884318628) aged 28 years S/o Late Shri Rajendra Agrawal R/o 06,F-Star, Sagar Royal Villas, Hoshangabad Road, Bhopal hereinafter referred to as the "Promoter" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the said firm, the survivor or survivors of them and their heirs, executors and administrators of the last surviving partner and his/her/their assigns).

AND

.....(Aadhar No .....)(PAN – .....)  
S/o,W/o,D/o Shri ..... aged about ..... years R/o ..... , Bhopal (M.P.) 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).

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, -

- e) "Act" means the Real Estate (Regulation and Development) Act, 2016 (16 of 2016);
- f) "Appropriate Government" means the Central Government;
- g) "Rules" mean the Real Estate (Regulation and Development) (General) Rules, 2016 made under the Real Estate (Regulation and Development) Act, 2016;

- h) "Regulations" mean the Regulations made under the Real Estate (Regulation and Development Act, 2016;
- f) "Section" means a section of the Act.

**WHEREAS:**

M/s Shree Agrawal Colonizers is the absolute and lawful owner of (i) Survey/ Khasra no \_\_\_\_\_ admeasuring 5.561 Hect., out of which project is commenced on 2.458 Hectare, situated in Village Bagroda (Inside from main road), Patwari Halka No. 24,Tahsil Huzur, District Bhopal.

- F. The Said Land is earmarked for the purpose of Plot/ Flat/Row House/Bungalow development of a [commercial & residential] project and the said project shall be known as "SAGE Sun City" Phase-I B".
- G. 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;
- H. The Directorate of Town and Planning, the Municipal Corporation Bhopal has granted the Building Permission vide Permission No.\_\_\_\_ dated \_\_\_\_\_ to develop the said project.
- I. The Promoter has obtained the final layout plan, sanctioned plan, specifications and approvals for the Project and also for the Flat or building from Town & Country Planning Department, Bhopal. BPLLP /L.P. /29(1)/ NaGraNi/Jilka/ 2016 dated 02/02/2019. 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;
- J. The Promoter has registered the Project under the provisions of the Act with the Madhya Pradesh Real Estate Regulatory Authority at Bhopal on / /2019 under registration no. \_\_\_\_\_ .
- G. The Allottee had applied for a Row House/Bungalow in the Project vide application no. .... dated .... /.../2019 and has been allotted Row House/Bungalow No. .... of type .... having Plot area ..... square feet (..... Sq M), more specifically described in the Schedule A and the layout plan Schedule B, annexed herewith.

- L. 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. NIL.
- N. 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;
- O. 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;
- P. 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 Flat/Duplex/ Bungalow.

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 sale to the Allottee and the Allottee hereby agrees to purchase, the Flat as specified in Para G.
- 1.2. The Total Price for the Flat No ..... Type ..... having Plot area\_\_\_\_\_sq area ..... square feet ( ..... Sq M) & total carpet area of all floors is ..... square feet ( ..... Sq. M) excluding Registration Charges, Legal expenses & GST.

**Details of Pricing**

Cost of Flat .....

Corner Charges NA

Park Facing Charges	NA
Wide Road Facing Charges	NA
External Electrification Charges	NA
Meter Connection Charges	As per Actual
Maintenance Charges chargeable as per norms extra	Free till ..... thereafter
Water Connection Charges	Rs. ....../- per month extra from the date of possession
Corpus Fund	Extra If applicable
G.S.T	As Per Govt. Prevailing Norms Extra
Documentation & Miscellaneous Charges	As per Actual Extra
Any other charges	As per Actual Extra

**Explanation:**

(iii) The Total Price above includes the booking amount paid by the Allottee to the Promoter towards the Flat;

(iv) The Total Price above excluding Taxes as mentioned in the details of price, (consisting of tax paid or payable by the Promoter on behalf of allottee by way of G.S.T and Cess or any other similar taxes which may be levied in connection with the construction of the Project – "SAGE Sun City" Phase-I B" payable by the Promoter) up to the date of handing over the possession of the Flat to the Allottee except for the property tax and diversion rent etc., which will be levied on the Allottee from the date of registry of the Flat 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 that in case there is any change/ modification in the taxes, the subsequent amount payable by the Allottee to the promoter shall, be increased/reduced based on such change/ modification:

Provided further that if there is any increase in the taxes after the expiry of the scheduled date of completion of the project as per registration with the Authority,

which shall include the extension of registration, if any, granted to the said project by the Authority, as per the Act, the same shall not be charged from the Allottee;

- (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 Flat includes recovery of price of land, construction of [not only the Flat but also] the Common Areas, internal development charges, external development charges, cost of providing electric wiring, electrical connectivity to the Flat, water line and sewage line, plumbing, finishing with paint, tiles, doors, windows,

Provided that since the Special Amenities/Facilities such as Club House/Gym/Swimming Pool/Any Other Special Amenity or Facility, as detailed in Schedule E Annexed herewith are not common amenities, shall only be constructed/ provided to the allottee if two third of the allottees out of total allottees give their consent in writing to the promoter to become member by paying membership charges (as may be applicable), Therefore the Allottee desiring to avail such Special Amenity/Facility in the Project, shall have to pay such separate charges for the membership, use and enjoyment of the said Special Amenity as determined at present by the Promoter in this regard, which shall not be included in the Total Sale Price of the plot. The Promoter shall run, manage and operate such Special Amenity/Facility, either on its own or through any Independent Agency after obtaining Completion Certificate. The Allottees, who choose to avail such Special Amenity/Facility, shall be liable to pay such monthly/periodical/occasional/additional charges, as may be determined by the mutual consent of such Allottees and the Promoter/Agency, as the case may. The other Allottees, who do not choose for such Special Amenities/Facilities, shall not be entitled to avail, use and enjoy such Special Amenities/ Facilities and these Special Amenities/ Facilities shall not be considered or deemed to be the part of the Common Areas or Common Facilities.

- 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 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 amenities described herein at Schedule 'D' & Schedule 'E' (which shall be in conformity with the advertisement, prospectus etc., on the basis of which sale is effected) in respect of the Flat, 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 suggested by Architect/ Engineer which is necessary for the project.

Provided that the entire cost/ additional cost incurred in executing the aforesaid changes, additions, alterations, modifications etc., as desired by the Allottee, shall be borne exclusively by the Allottee, apart from and in addition to the Total Sale Price of **Rs. ....../- (Rs ..... Only)** Excluding GST, Registration charges and legal expenses as mentioned herein above and shall be recoverable from the Allottee, along with the next milestone of the Payment Plan, as mentioned and detailed in Schedule C ("Construction Linked Payment Plan").

Provided further that if the Allottee desires that any material/ fixture/ fitting/ item/ accessory/ amenity/ facility/ finishing material etc., to be used/ fixed/ provided in the Flat, shall be of any different, specific or better quality or of any particular brand/company /manufacturer or of any superior standard or grade/superior quality/superior cost or of any particular specification / nature, than what has been mentioned and detailed in Schedule D annexed herewith, then the Allottee shall have to bear all the additional / extra difference in price/ cost incurred in procuring, providing and fixing such material/ fixture/ accessory/ amenity/ facility/ item/finishing material etc. of whatsoever, which shall be payable within 30 days of the demand raised by the Promoter in this regard or at the choice of the Promoter along with the last milestone of the Payment Plan, as mentioned and detailed in Schedule C ("Payment Plan").

1.6 Subject to Para 9.3 the Promoter agrees and acknowledges, the Allottee shall have the right to the Flat as mentioned below:

(iii) The Allottee shall have exclusive ownership of the Flat.

(iv) 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.

(iv) That the computation of the price of the Flat includes recovery of price of land, construction of [not only the Flat but also] the Common Areas, internal development charges, external development charges, and cost of providing electric wiring, electrical connectivity to the Flat/Duplex/ Bungalow, water line and plumbing, line finishing with paint, tiles, doors, windows.

Provided that, since availing the Special Common Amenities / Facilities such as Club House/ Gym/ Swimming Pool/ Any Other Special Amenity or Facility, as detailed in Schedule E annexed herewith, depends upon the choice of the Allottee and he/she cannot be compelled to avail the same, therefore the Allottee desiring to avail such Special Amenity/Facility in the Project, shall have to pay such separate charges for the membership, use and enjoyment of the said Special Common Amenity as determined at present by the Promoter in this regard, which shall not be included in the Total Sale Price of the Flat. The Promoter shall run, manage and operate such Special Common Amenity/ Facility, either on its own or through any Independent Agency or by handing it over the same to the Association of Allottee after obtaining Completion Certificate.

The Allottees, who choose to avail such Special Amenity / Facility, shall be liable to pay such monthly/periodical/occasional/additional charges, as may be determined by the mutual consent of such Allottees and the Promoter/ Agency/ Association of Allottees, as the case may. The other Allottees, who do not choose for such Special Amenities/Facilities, shall be entitled to avail, use and enjoy such Special Amenities/Facilities and these Special Amenities/Facilities shall not be considered or deemed to be the part of the Common Areas or Common Facilities.

(v) The Allottee has the right to visit the project site to assess the extent of development of the project and his Flat/ Duplex/Bungalow, as the case may be.

1.7 It is made clear by the Promoter and the Allottee agrees that the Flat shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the said Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined

with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee, or 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 Allottee of the Project.

Provided that where any Project has been declared by the Promoter to be developed in different Phases, then even though as per the provisions of Explanation attached to Section 3 of the Act the Promoter might have obtained registration of each such Phase separately, yet, all such services/ amenities/ facilities, which are declared by the Promoter to be used in common for all the Phases and by all the Allottees in all the Phases and all the essential services and facilities which are to be used in connectivity for all the Phases of the Project such as internal roads, connecting roads, sewage and drainage lines, water pipe lines, electrical line etc; shall always be deemed to be available for all the Phases of the project in common, without any hindrance, obstruction or obstacle from the occupants of any of the Phase of the Project.

Provided further, that any such common amenity/ facility/ service in the Project, which is specifically declared by the Promoter to be available for all the Phases of the Project in common, shall be made available for use and enjoyment for all the Phases of the Project, only upon the completion of such Phase of the Project, with which the Promoter has specifically declared that such particular common amenity/ facility/ service be developed, completed and made available for use and enjoyment in common for all the Phases of the Project. The Allottee shall not be entitled to demand any such common amenity/ facility/ service, any time prior to the completion of such Phase of the Project, along with which the development, completion, use and enjoyment of such amenity/facility/service is declared to be provided by the Promoter.

Provided further that in accordance of the prevailing Laws, neither any Allottee nor the Association of Allottees, shall be entitled to claim any exclusive or private right, on any part of the Co-ordination roads or other connecting services, which are to be used in common and in coordination with the Projects/ Colonies existing or to be developed adjoining to the Project and no obstruction, hindrance or obstacles shall be created in such connecting services.

- 1.8 The Promoter agrees to pay all outgoings before transferring the physical possession of the Flat to the Allottee, which it has collected from the Allottee, 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 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 Allottee or any liability, mortgage loan and interest thereon before transferring the Flat to the Allottee, 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 therefore by such authority or person.

1.9 The Allottee has paid a sum of Rs. ....../- (Rupees ..... only) out of which Rs. 1,00,000 ( Rupees One Lakh Only) as Token booking amount (Non Refundable in case of cancellation) & Rupees ....../- (Rupees ..... Only) being Part Payment towards the total price of the Flats 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 Flat as prescribed in the Payment Plan [Schedule C ("Construction Linked Payment Plan")] 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 of 11% p.a.

## **2. MODE OF PAYMENT:**

Subject to the terms of the Agreement and the Promoter abiding by the development milestones/ stages, the Allottee shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the Payment Plan [Schedule C ("Construction Linked Payment Plan")] through A/c Payee cheque/demand draft/bankers cheque or online payment (as applicable) in favour of 'M/s Shree Agrawal Colonizers', 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 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 this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the applicable laws. The Promoter shall not be responsible towards any third party making payment/ remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the said Flat 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 Flat, 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 Flat to the Allottee and the common areas to the association of Allottee or the competent authority, as the case may be.

#### **6. CONSTRUCTION OF THE PROJECT/ FLAT:**

The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the Flat 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 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. However Promoter may carry out minor changes in said Row House/Bungalow as suggested by Certified Architect(s)/Engineer(s) necessary for project.

## **7. POSSESSION OF THE FLAT:**

7.1 Schedule for possession of the said Flat - The Promoter agrees and understands that timely delivery of possession of the Flat to the Allottee and the common areas to the association of Allottee or the competent authority, as the case may be, is the essence of the Agreement. The Promoter assures to hand over possession of the Flat along with ready and complete common areas with all specifications, amenities and facilities of the project in place on...../...../20.... 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 Flat, provided that such Force Majeure conditions are not of a nature, which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the allotment within 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 the full payment of the Flat from the Allottee shall offer in writing the possession of the Flat, to the Allottee in terms of this Agreement to be taken within two months from the date of registration of the Flat. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The 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 or up to ...../...../20...., whichever is earlier.

That it shall be mandatory for the Allottee to become a member of the "SAGE Sun City" Phase-I B" maintenance society, at the time of possession of the said property, which shall be formed by the residents of "SAGE Sun City" Phase-I B" and which shall be responsible for all maintenance and security provision of the "SAGE Sun City" Phase-I B" upto ...../...../20.....

7.3 Failure of Allottee to take Possession of Flat - Upon receiving a written intimation from the Promoter as per para 7.2, the Allottee shall take possession of the Flat/Bungalow/Duplex 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 Flat 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.

7.4 Possession by the Allottee - After obtaining the occupancy certificate/ till ...../...../20.... whichever is earlier and handing over physical possession of the Flat to the Allottee, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common areas, to the association of Allottee 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 paid for the allotment/10 (ten) percent of the total cost of the unit whichever is higher. The balance amount of money paid by the Allottees shall be returned by the promoter to the Allottees within 06 months of such cancellation, on rebooking of the said unit and receipt of payment from the new allottee of equal amount whichever is earlier.

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 [Contrary to the provisions of limitation Act].

Except for occurrence of a Force Majeure event, if the promoter fails to complete or is unable to give possession of the Flat(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 Allottee, in case the Allottee wishes to withdraw from the Project,

without prejudice to any other remedy available, to return the total amount received by him in respect of the Flat, with interest at the rate 11% per annum in the manner as provided under the Act within forty-five 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 Flat, which shall be paid by the promoter to the Allottee within forty-five days of it becoming due.

7.7 Finishing Work – It has been clearly understood by the Allottee, that the Occupancy Certificate/Completion Certificate, as the case may be, are issued by the concerned authorities, when the entire civil construction work of the Flat complete and the Flat in a habitable state, however, to prevent any loss or damage, the internal fittings, furnishings 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 fittings 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 occupancy certificate/ completion certificate and before handing over the possession of the Flat to the Allottee.

## **8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:**

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

- (iv) 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;
- (v) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- (vi) There are no encumbrances upon the said Land or the Project; [In case there are, any encumbrances on the land provide details of such encumbrances including any rights, title, interest and name of party in or over such land]

- (x) There are no litigations of such a nature which may affect the project in any manner is/are pending before any Court of law or Authority with respect to the said Land, Project or the Flat
- (xi) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Flat 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 Flat and common areas;
- (xii) 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;
- (xiii) 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 Flat which will, in any manner, affect the rights of Allottee under this Agreement;
- (xiv) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Row House/Bungalow to the Allottee in the manner contemplated in this Agreement;
- (xv) At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the Flat to the Allottee and the common areas to the association of Allottee 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;
- (xii) 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 Flat 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 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 Flat in favour of

the Allottee by the promoter or from the last date of payment as mentioned in the payment schedule whichever is earlier.

- (xiii) 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.

## **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:

(iii) Promoter fails to provide ready to move in possession of the Flat 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 Flat shall be in a habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the parties,

(iv) 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:

(iii) 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

(iv) 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 except taxes paid to the govt. authority and expenses incurred by the promoter for the convenience/ benefit of allottee whatsoever towards the purchase of the Flat, along with interest at the rate of 11% p.a. within forty-five days of receiving the termination notice:

Provided that where an Allottee does not intend to withdraw from the project or terminate the Agreement, he shall be paid, by the promoter, interest at the rate prescribed in the Rules, for every month of delay till the handing over of the possession of the Flat, 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:

- (ii) In case the Allottee fails to make payments for 01 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 of 11% p.a.

In case of Default by Allottee under the condition listed above continues for a period beyond 01 consecutive months after notice from the Promoter in this regard, the Promoter may cancel the allotment of the Flat 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 FLAT:**

The Promoter, on receipt of Total Price of the Flat as per para 1.2 under the Agreement from the Allottee, shall execute the sale deed and convey the title of the Flat within 3 months from the date of receipt of the full payment and/or mutually decided by the parties. That further, after receiving the sale consideration the registration of Flat can be done but even after the execution of registered sale deed for semi finished/finished, the said Flat shall remain possession of Promoter till full payments according to this allotment is made or cleared by the Allottee. It is clearly understood by the Allottee that the said Flat is being sold for the cost herein above mentioned. 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.

Provided further that since the entire proportionate common area is being transferred to the Association of the Allottees by operation and in compliance of the provisions of the Act, without any consideration to be paid to the Promoter, therefore the transfer of

the proportionate common area to the Association of Allottees, shall always be deemed to be without payment of any consideration to the Promoter so as not to add any amount to the Capital Gain or consequent Income Tax to the account of the Promoter and it shall always be deemed to be a transfer by operation of law.

## **11. MAINTENANCE OF THE SAID FLAT/DUPLEX/ BUNGALOW/ PROJECT:**

The Promoter shall be responsible to provide and maintain essential services in the Project either on its own or through any external maintenance agency until the taking over of the maintenance of the project by the Association of Allottees, within the period of time as specified herein & under this Act upon the issuance of completion certificate of the project, or upto ...../...../20...., whichever is earlier as per the provisions of the Act. However, if the Association of Allottees fails to take charge of maintenance of project from the aforesaid date, then the promoter may continue maintenance of the project on actual cost basis either on its own or through any external agency, the monthly maintenance cost of which is to be borne by the allottee. However in no case shall the promoter be liable to maintain the essential services for any period beyond six months from the aforesaid date fixed for handing over the maintenance works to the Association of the Allottees, and in such case the allottees shall exclusively and solely be liable to execute the maintenance works on their own. Further the allottee will not raise any objection of any nature in out sourcing the maintenance of colony to any external agency and in case the contract with such external agency is still subsisting at the time of handover of the said maintenance to the societies of Allottees or at the expiry of additional period of six months then the Association of Allottees shall have to honor & abide by such contract until its subsistence. Further the common area spaces including all the gardens, parks, playground, lawns etc. can be used by any allottee for any private or public function/parties of any kind, only after written constant of the promoter/society and shall have to deposit such charges as may be fixed by the promoter/society.

## **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 Row House/Bungalow 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

Allottee shall be entitled to receive appropriate compensation in the manner as provided under the Act.

Provided 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 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 Row House/ Bungalows or areas appurtenant to the Flat will not be covered under the defect liability. 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.

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 provided by such manufacturer/ supplier and the Promoter shall not at all be liable to provide any cure/cover over and above the terms and conditions of such respective warranties.

### **13. RIGHT TO ENTER THE FLAT FOR REPAIRS:**

The Promoter/maintenance agency/association of Allottee shall have rights of unrestricted access of all Common Areas, for providing necessary maintenance services and the Allottee agrees to permit the association of Allottee and/or maintenance agency to enter into the Flat 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 open and Service Areas: The open areas and service areas, if any, as located within the 'Premises' shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, 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 open area's & roads, in any manner whatsoever, other than those earmarked and the same shall be reserved for use by the association of Allottee formed by the Allottee for rendering maintenance services.

## **16. GENERAL COMPLIANCE WITH RESPECT TO THE FLAT:**

- 15.1 Subject to Para 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the flat at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, infrastructure of the project, or the Flat, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound, common areas, roads and parks etc., which may be in violation of any laws or rules of any authority or change or alter or make additions to the Flat. and keep the Flat, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenant-able repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.
- 15.2 The Allottee further undertakes, assures and guarantees that he/she would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face / facade of the Row House/Bungalow or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottee 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 Flat 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 Row House/Bungalow.
- 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 Allottee and/or maintenance agency appointed by association of Allottee. The Allottee shall be responsible for any loss or damages arising out of breach of any of the previously mentioned conditions.

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

The Parties are entering into this Agreement for the allotment of a Flat 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(is) and disclosed, except for as provided in the Act. However the Promoter shall, with the consent of the Allottees/Association of the Allottees, make and execute any such change, alteration, additional construction, modification, in the lay out plan, sanction plan, building plan, specifications, amenities, facilities and services, which may be permissible under existing laws.

## **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 Flat 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 Flat.

## **19. FLAT OWNERSHIP ACT (OF THE RELEVANT STATE):**

The Promoter has assured the Allottee that the project in its entirety is in accordance with the provisions of the MP Bhumi Vikas Adhinyam. The Promoter showing compliance of various laws/regulations as applicable in MPBVA. 1) The Promoter has filed Prakoshth Declaration under Madhya Pradesh Swamitva Adhinyam,2000 registered vide e- registration no \_\_\_\_\_ dated \_\_\_\_\_ with the office of the sub registrar Bhopal. 2) Under this declaration, the promoter has made disclosures about the project "Sage Sun City" in respect of the built up areas of the Flat, general common areas, limited common areas, restricted common areas, the facilities/ amenities to be provided, and the manner in which the facilities and the general common area and restricted common areas shall be utilized and managed. Further, the rights and obligations of the promoter, allottee and the association of allottees have been categorically described and declared therein. Revision to this Prakoshth Declaration shall be filed in due course disclosing the carpet areas of the respective units. 3)The allottee and the association of allottees shall always abide by "The Declaration" so filed and any objection or dissatisfaction in this regard shall be governed and settled only as per the provisions of the MP Prakoshth Swamitva Adhinyam, 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 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 Office, 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 all sums deposited by the Allottee in connection therewith Excluding the booking amount shall be returned to the Allottee without any interest or compensation whatsoever and also after deduction of taxes deposited and expenses incurred by the promoter.

## **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 Flat, as the case may be.

## **22. RIGHT TO AMEND:**

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

## **24. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE / SUBSEQUENT ALLOTTEE:**

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 Flat and the Project shall equally be applicable to and enforceable against and by any subsequent Allottee of the Flat, in case of a transfer, as the said obligations go along with the Flat 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 C (Construction Linked Payment Plan)] 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 Allottee.
- 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. 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.

## **27. 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 is duly executed by the Allottee and the Promoter simultaneously

with the execution the said Agreement shall be registered at the office of the Sub-Registrar at Sub-Registrar Office, Bhopal. Hence this Agreement shall be deemed to have been executed at Bhopal.

## **28. 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 the Allottee:

Address of the Allottee :

Name of the Promoter: M/s Shree Agrawal Colonizers

Address of the Promoter: 250, Sagar Plaza, Zone-II, M.P.Nagar, Bhopal (M.P)

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.

## **29. JOINT ALLOTTEE:**

That in case there are Joint Allottee all communications shall be sent by the Promoter to the Allottee whose name appears first and at the address given by him/her, which shall for all intents and purposes to consider as properly served on all the Allottee.

## **30. SAVINGS:**

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

### **31. 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.

### **32. 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.

42. The above mentioned cost as specified in Para 1.2 does not include Narmada/ Kolar Water Taxes/Charges and shall be additionally borne by the Allottee as and when required.
43. That the Stamp duty, Registration fees and all other legal expenses for execution and registration of the sale deed of the said Flat, have not been included in the total cost, as mentioned above. In case any levies, taxes, legal charges are imposed by the Govt. on the sale of Flat the same shall be additionally borne by the Allottee.
44. That if the Allottee wishes to sale or transfer the said Flat to any other Third party before taking possession of the property from the promoter the allottee has to pay 5% of the registered value to the promoter and obtain NOC from the Promoter before such transfer.
45. That in case any additional stamp duty is required to be paid for the registration of the Agreement for sale that shall be additionally borne by the Allottee.
46. That the Promoter hereby agrees not to make any extra demand for any additional amount by way of or owing to any fluctuation in prices of the building material or any other material, from the Allottee.
47. That the Promoter shall be responsible for all taxes, cesses and assessments up to the date of registration of the sale deed or upto the end date of the payment schedule whichever is earlier and from such date onwards the tax liabilities including property tax/ annual diversion rent etc shall be borne by the Allottee.
48. That the said Flat is free hold in nature and that the Allottee shall use the said residential property as per its land use only.
49. That water supply for all purpose shall be done through common tube well fitted with requisite pumps. That for all further individual requirements the Allottee of the said individual Flat shall arrange for water supply through his/her/their own funds and resources.
50. That the Allottee has/have also satisfied himself/herself/themselves regarding the size location, vastu, orientation, boundaries of the said flat.

49. The Allottee agrees that the even after handing him over of the possession of the Flat, the maintenance, repair, interior fittings and furnishing of other Flat in the Project and in the common areas, as also the development and construction work in the remaining Phases of the Project may go on. The Allottee agrees not to cause any hindrance, obstruction, obstacles to any such work being carried on by the Promoter or any other Allottee.
50. That the Allottee agrees that the Promoter shall have the exclusive right to occupy and use the site office site office developed by it, till the development and construction work of all the Phases is complete in every sense.
51. That as mentioned above, the Total Sale Price is inclusive of the charges for electrical connectivity to the Flat. However the Allottee shall have to bear the charges for Electrical Meter Connection for his/her individual Flat and deposit the same with the concerned Electricity Provider Company/MPEB, as the case may be. Further it is hereby made clear that the electrical connectivity provides to the Flat is with respect to a reasonable electrical load of ..... KW. If the Allottee requires any further enhanced Electrical Load, then the Allottee shall have to bear and incur the costs and expenses for the same.
52. That the Promoter shall have the first lien and charge on the said Flat, un-till all its dues and other sums and payments as detailed in the Payment Plan are completely paid and discharged, by the Allottee to the Promoter.
53. That the Allottee shall after obtaining possession, use the aforesaid Flat only for the residential purposes Allottee however will not give it on rent or lease or sublet the same for any commercial activity or for any illegal and unlawful purposes.
54. That if the water is procured from bore wells, then the Allottee has clearly understood that since the bore-wells being provided by the Promoter are natural resources and if afterwards due to any reason whatsoever, the water level goes down and the discharge capacity decreases, the Association of Allotees, will manage their water requirements from other alternative sources/resources or new bore wells at their own cost. Promoter will not be responsible for this, in the future.
55. That the parties agreed to settle the grievances/dispute amicably. The allottee will inform the promoter in writing by giving one month time to resolve grievances / dispute. After the lapse of the duration of one month the parties will be at liberty to invoke arbitration, the arbitrator will be appointed by the promoter. If

Grievance/dispute is not resolved through Arbitration; the parties may approach court of law for adjudication.

57. That the allottee further agrees that considering the nature of work if the completion of Flat in general delayed due to unforeseen reasons or any restriction which may be imposed by any lawful authority or due to shortage of raw material/labor or any act of god in that case the allottee shall not claim any interest & Compensation for such delay he/she further agree that, the sale of the Flat is strictly subject to the force major clause.
58. That after execution & registration of sale deed, the vendee will obtain mutation in his/her name & favour from Revenue department/ Municipal Corporation etc. wherever required at his/her own cost.
59. That the water supply for all purpose shall be provided through common tube well. The common tube well/bore well is a source of natural ground water if it get dried then all the flat owners of the colony will collectively collect the amount & take water from other source like Narmada/ Kolar Water form Municipal Corporation/Nagar Palika etc or any other agency, the Charges shall additionally borne by all the Residents owners.
60. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;
61. 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;
62. 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;
63. 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 Flat as specified in para G.
64. The Allottee shall have no objection in case the Promoter creates a charge on the project land during the course of development of the project for raising loan from any bank/financial institution. However, such charge, if created, shall be got vacant before handing over possession of the property to the Allottee.

61. If the Promoter deposits any amount of any nature for achieving the goal to complete this project in various departments of government, semi government, local bodies etc, the Promoter shall have right to recover the deposited amount paid by him and Allottee shall not have any objection for the same.
62. All carriage ways of the roads of the project are designed for movement of light motor vehicles. Allottee or any resident of the project shall not drive/ allow driving any heavy motor vehicle carrying more than five ton of load on the carriage ways/ shoulders of the roads of the Project for any reason whatsoever. If any part of the carriage ways/ shoulders of the roads, water supply lines, sewerage lines, manholes, electric lines, road side drains, culverts, plantation or similar kind of development work of the Project is damaged because of overload (more than five ton) or mishandling, the allottee or the resident responsible must get it repaired at his/her own costs or shall pay the promoter the cost of damages done. In such eventuality the Promoter shall not be held responsible.
63. That in case of cancellation of the booking for any reason whatsoever, the cancellation deed will be executed only after going to the office of the registrar and thereby the Allottee will bear the cancellation cost of such deed. Only after that the allotment will be deemed as cancelled.
64. **The Allottee do hereby covenant with the Promoter as follows:-**
  - 60.1 To use the property or any part thereof or permit the same to be used for the purpose as per agreement only, and shall not change use of the property.
  - 60.2 Not to store/dump any belongings in any of the common areas, park or roads nor shall he/she construct any temporary/permanent structure thereon.
  - 60.3 To maintain the said property at the Allottee's own cost in good condition from the date of possession of the property and shall not do anything non-permissible act in the property or change/ alter or make addition in or to the property itself or any part thereof.
  - 60.4 Not to store in the property any goods which are hazardous, combustible or dangerous nature, or storing of which goods is objected by the law.
  - 60.5 Not to demolish or cause to be demolished the property or any part thereof, at any time or make or cause to be made any addition or alteration of whatever nature in or to the common property or any part thereof and shall keep the portion, sewers, drains, pipes in the property and appurtenances thereof in good, tenantable repair and conditions, in case of having done so shall be liable to compensate the affected persons for the damages caused.

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

**SIGNED AND DELIVERED BY THE WITHIN NAMED:**

Name of the Allottee:

Address of the Allottee :

Name of the Promoter : M/s Shree Agrawal Colonizers

Address of the Promoter : 250, Sagar Plaza, Zone-II, M.P.Nagar, Bhopal (M.P)

SCHEDULE 'A' – PLEASE INSERT DESCRIPTION OF THE FLAT (IF APPLICABLE) ALONG WITH BOUNDARIES.

SCHEDULE 'B'- LAYOUT OF THE PLAN.

SCHEDULE 'C' - PAYMENT PLAN.

SCHEDULE 'D' - SPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF THE ROW HOUSE/BUNGALOW)

SCHEDULE 'E' - SPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF THE PROJECT) [The 'Schedule' to this Agreement for Sale shall be as agreed to between the Parties]

**SCHEDULE – A**

DESCRIPTION OF THE FLAT ALONG WITH THE BOUNDARIES The Boundaries of the said Flat No. .... of type ..... are:-

East : .....

West : .....

North : .....

South : .....

That the said residential Flat situated at ""SAGE Sun City" Phase-I B" shall comprise of Total Plot area ..... square feet ( ..... Sq M)

## **SCHEDULE 'B'-**

LAYOUT OF THE PLAN (Enclosed).

## **Schedule 'C**

Construction Linked Payment Plan

**Total ...../- (Excluding Registration Charges, Legal Expenses, GST).**

## **Schedule – D**

Specifications & Amenities Which are part of the Flat

Structure: RCC Framed structure.

Wall: Ghole Bricks / Fly Ash / ACC or CLC Bricks

Flooring: Vitrified tiles in all bedrooms, kitchen, drawing room, Dining areas. Anti skid tiles in porch, verandah, open terrace areas & IT flooring on top terrace & Monty.

Toilet: Glazed tiles up to door height in toilets and anti skid tiles or floor.

Plumbing: C.P. fittings with single hot & cold mixers in toilets.

Sanitary: Sanitary ware in white/ivory colours.

Kitchen: Granite kitchen platform with sink and tiles dado up to 2' ht. above platform

Doors: "Laminated flush door with Devas door frame. Provision for fly mesh shutter on outer door frames Chrome/aluminum hardware fittings."

Windows: "Powder coated three track sliding aluminum windows with clear/pinhead glass, with mosquito nets & M.S. grills."

Water Supply: "Concealed CPVC pipelines with individual 500 ltr. Overhead tank in each Row House/Bungalow having supply through common tube well/sump well."

Electrification: "Fittings-Modular electrical switches.

Wiring: All electrical wiring in concealed conduits with copper wires. "

POP: Plaster of Paris/Gypsum cornice in all bedrooms & living areas.

Wall Finish: "Internal-surface including roofs shall be painted with water bound emulsion paint.

External-wall surface shall be painted with exterior paint."

## **Schedule- E**

Specifications, Amenities, Facilities (Which are part of the Project)

Entrance Gate with guardroom.

Streetlights along the roadsides.

Landscaped developed gardens & Children play area.

Black Top / Concrete roads with roadside paving blocks inside the campus with storm water drains as and where required.

Underground / Overhead electric cabling

Underground sewage disposal system, through PVC Pipes, manholes and Sewage Treatment Plant.

Infrastructure development as per standard specifications.

Water supply through underground sump well and adequate water pipe lines













