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## **AGREEMENT FOR SALE**

This Agreement for Sale executed on this \_\_\_\_\_ by and between **M/s Agrawal Infratec** (PAN **AAFYFA1261F**), 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 \_\_\_\_\_ (Aadhar No. \_\_\_\_\_) S/O \_\_\_\_\_ 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

### **[If the Allottee is an Individual]**

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

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

### **Note:**

For the purpose of this Agreement for Sale, unless the context otherwise requires, -(a) “Act” means the Real Estate (Regulation and Development) Act, 2016 (16 of 2016);

(b) “appropriate Government” means the Central Government;

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

(d) “Regulations” means the Regulations made under the Real Estate (Regulation and Development Act, 2016; (e) “section” means a section of the Act.

### **WHEREAS:**

A. \_\_\_\_\_ is the absolute and lawful owner of (i) Survey/Khasra no. \_\_\_\_\_ admeasuring \_\_\_\_\_ **Hec.**, Survey/Khasra no. \_\_\_\_\_ **Area Hec.**, Survey/Khasra no. \_\_\_\_\_ **Area Hec**, (ii) Survey/Khasra no. \_\_\_\_\_ **Area Hec** and (iii) Survey/Khasra no. \_\_\_\_\_ **Area Hec Total area Hectares i.e. Acres,( Sq.Ft.)**, situated at Village \_\_\_\_\_, Patwari Halka No. \_\_\_\_\_, R.N.M. No. \_\_\_\_\_, Tehsil Huzur, District Bhopal.

- B. The Said Land is earmarked for the purpose of Apartment/Shop/Flat al development of a [commercial & residential] project, comprising **A & D Block** Apartment/Shop/Flat s and the said project shall be known as “ **Sagar Green Hills Phase-II A**”.
- C. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the Said Land on which Project is to be constructed/have been completed;
- D. The **Collector,Bhopal** has granted the commencement certificate to develop the Project vide approval dated / / bearing Permission No. \_\_\_\_\_ and Case No. \_\_\_\_\_
- E. The Promoter has obtained the final layout plan, sanctioned plan, specifications and approvals for the Project and also for the Apartment/Shop/Flat or building from **Town & Country Planning Department,Bhopal. /L.P.- /Jika/NaGraNi/201 dated / /** .The Promoter agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with section 14 of the Act and other laws as applicable;
- F. The Promoter has registered the Project under the provisions of the Act with the Madhya Pradesh Real Estate Regulatory Authority at Bhopal on \_\_\_\_\_under registration no.\_\_\_\_\_.
- G. The Allottee had applied for an Apartment/Shop/Flat in the Project **Sagar Green Hills Phase-II A** vide application no. \_\_\_\_\_ dated \_\_\_\_\_ and has been allotted Apartment/Flat no. \_\_\_\_\_ having carpet area of \_\_\_\_\_ square feet of type \_\_\_\_\_ on \_\_\_\_\_ floor in Block \_\_\_\_\_ along with garage/covered/Open parking \_\_\_\_\_ (if applicable) *[Please insert the location of the garage/covered parking], as permissible under the applicable law and of pro rata share in the common areas (“Common Areas”) as defined under clause (n) of Section 2 of the Act (hereinafter referred to as the “Apartment/Shop/Flat ” more particularly described in Schedule A);*
- H. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;
- I. **NIL.**
- J. 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;
- K. 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;
- L. 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 Sale and the Allottee hereby agrees to purchase the Apartment/Shop/Flat with full knowledge of construction,area,Material, specification etc and the garage/covered/Open parking (if

applicable) as specified in para G.

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

**1. TERMS:**

- 1.1 Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sale to the Allottee and the Allottee hereby agrees to purchase, the Apartment/Shop/Flat as specified in para G.
- 1.2 The Total Price for the Apartment/Shop/Flat No \_\_\_\_\_ based on the carpet area is **Rs. 00/- (Rupees.....only)**; excluding Registration Charges & legal expenses.

Apartment/Shop/Flat No. ...., Type.....	Rate of Apartment/Shop/Flat per square feet: Rs. 00/-
Total price (in rupees)	<b>Rs. 00/-</b>

\*Provide breakup of the amounts such as cost of Apartment/Shop/Flat , proportionate cost of common areas, taxes, maintenance charges as per para 11 etc., if/as applicable.

### **Details of Pricing**

<b>Cost of Apartment/Shop/Flat /Flat</b>	<b>0.00</b>
<b>Corner Charges</b>	<b>0.00</b>
<b>Floor Charges</b>	<b>0.00</b>
<b>Park Facing Charges</b>	<b>0.00</b>
<b>Wide Road Facing Charges</b>	<b>0.00</b>
<b>External Electrification Charges</b>	<b>0.00</b>
<b>Maintenance Charges till</b>	<b>0.00</b>
<b>Water Connection Charges</b>	<b>0.00</b>
<b>Documentation &amp; Incidental Charges</b>	<b>0.00</b>
<b>Club Membership (Optional)</b>	<b>0.00</b>
<b>Parking Space charges (if Applicable)</b>	<b>0.00</b>
<b>G.S.T</b>	<b>0.00</b>
	<b>0.00</b>

Explanation:

- (i) The Total Price above includes the booking amount paid by the Allottee to the Promoter towards the Apartment/Shop/Flat;
- (ii) The Total Price above includes Taxes as mentioned in the details of price, (consisting of tax paid or payable by the Promoter 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 – Sagar Green Hills Phase-II A payable by the Promoter) up to the date of

handing over the possession of the Apartment/Shop/Flat to the Allottee and the project to the association of Allottee or the competent authority, as the case may be, after obtaining the completion certificate except for the property tax and diversion rent etc., which will be levied on the Allottee from the date of registry of the Apartment/Shop/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;

- (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 Apartment/Shop/Flat includes recovery of price of land, construction of [not only the Apartment/Shop/Flat but also] the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the Apartment/Shop/Flat, lift, water line and sewage line, plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and fire fighting equipment in the common areas, maintenance charges as per para 11 etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment/Shop/Flat and the Project.

1.3 The Total Price is escalation-free, save and except increases, which the Allottee hereby agrees to pay, due to increase because of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments. Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said project by the Authority, as per the Act, the same shall not be charged from the Allottee.

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

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

to an Allottee by the Promoter.

- 1.6 It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described herein at Schedule 'D' and Schedule 'E' (which shall be in conformity with the advertisement, prospectus etc., on the basis of which sale is effected) in respect of the Apartment/Shop/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 required by the Allottee, or such minor changes or alterations as per the provisions of the Act.

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. \_\_\_\_\_/- as mentioned hereinabove and shall be recoverable from the Allottee, along with the next milestone of the Payment Plan, as mentioned and detailed in Schedule C.

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 Apartment/Shop/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.

- 1.7 The Promoter shall confirm to the final carpet area that has been allotted to the Allottee after the construction/development of the Building/Apartment/Shop/Flat is complete and the completion certificate\* is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is reduction in the carpet area then the Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area, which is not more than three percent of the carpet area of the Apartment/Shop/Flat , allotted to Allottee, the Promoter may demand that from the Allottee as per the next milestone of the Payment Plan as provided in **Schedule C**. All these monetary adjustments shall be made at the same rate per square feet as agreed in para 1.2 of this Agreement.

- 1.8 Subject to para 9.3 the Promoter agrees and acknowledges, the Allottee shall have the right to the Apartment/Shop/Flat as mentioned below:

- (i) The Allottee shall have exclusive ownership of the Apartment/Shop/Flat.
- (ii) The Allottee shall also have undivided proportionate share in the Common Areas. Since the share/interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance

to them. It is clarified that the promoter shall hand over the common areas to the association of Allottee after duly obtaining the completion certificate from the competent authority as provided in the Act;

- (iii) That the computation of the price of the Apartment/Shop/Flat includes recovery of price of land, construction of [not only the Apartment/Shop/Flat but also] the Common Areas, internal development charges, external development charges, taxes; cost of providing electric wiring, electrical connectivity to the Apartment/Shop/Flat, lift, water line and plumbing, sewage line, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the common areas, maintenance charges as per para 11 etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment/Shop/Flat and the Project;

That the Club House/Gym/Swimming Pool (Optional) or situated in Sagar Green Hills, Phase-I shall be commonly used by the residents of Sagar Green Hills, Phase-I & Sagar Green Hills, Phase-II A & Phase II B (These amenities being special amenities shall be chargeable).

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

- 1.9 It is made clear by the Promoter and the Allottee agrees that the Apartment/Shop/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.

- 1.10 The Promoter agrees to pay all outgoings before transferring the physical possession of the Apartment/Shop/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 Apartment/Shop/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.
- 1.11 The Allottee has paid a sum of **Rs. 0.00/- (Rupees ..... only)** as booking amount (**Non Refundable in case of Cancellation**) being part payment towards the Total Price of the Apartment/Shop/Flat at the time of application.

The receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Apartment/Shop/Flat as prescribed in the Payment Plan [**Schedule C**] as may be demanded by the Promoter within the time and in the manner specified therein:

Provided that if the Allottee delays in payment towards any amount which is payable, he shall be liable to pay interest at the rate **prescribed in the Rules of 11% p.a.**

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

Subject to the terms of the Agreement and the Promoter abiding by the **development construction** 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**] through A/c Payee cheque/demand draft/bankers cheque or online payment (as applicable) in favour of "**M/s Agrawal Infratec**", 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 thereunder or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfil its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or the statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The

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

- 3.2 The Promoter accepts no responsibility in regard to matters specified in para 3.1 above. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the applicable laws. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the said Apartment/Shop/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 Apartment/Shop/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 Apartment/Shop/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/ APARTMENT/SHOP/FLAT:**

The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the Apartment/Shop/Flat and accepted the floor plan, payment plan and the specifications, amenities and facilities [annexed along with this Agreement] which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the **local authority and shall not have an option to make any variation /alteration/modification in such plans, other than in the manner provided under the Act, and breach of this term by the Promoter shall constitute a material breach of the Agreement.**

However Promoter may carry out minor changes in said Apartment/Shop/Flat as suggested by Certified Architect(s)/Engineer(s) necessary for project.

#### **7. POSSESSION OF THE APARTMENT/SHOP/FLAT:**

- 7.1 **Schedule for possession of the said Apartment/Shop/Flat** - The Promoter agrees and understands that timely delivery of possession of the Apartment/Shop/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 Apartment/Shop/Flat along with ready and complete common areas with all specifications, amenities and facilities of the project in place on **(Date)** 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 Apartment/Shop/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 Apartment/Shop/Flat from the Allottee occupancy certificate\* from the competent authority shall offer in writing the possession of the Apartment/Shop/Flat, to the Allottee in terms of this Agreement to be taken within two months from the date of issue of occupancy certificate. [Provided that, in the absence of local law, the conveyance deed in favour of the Allottees shall be carried out by the promoter within 3 months from the date of issue of occupancy completion certificate] registration of the Apartment/Shop/Flat. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee, after taking possession, agree(s) to pay the maintenance charges as determined by the Promoter/association of Allottees, as the case may be after the issuance of the completion certificate for the project or from // onwards, whichever is earlier. The promoter shall hand over the occupancy certificate of the Apartment/Shop/Flat , as the case may be, to the Allottees at the time of conveyance of the same. That it shall be mandatory for the Allottee to become a member of the Sagar Green Hills Phase-II A maintenance society, at the time of possession of the said property, which shall be formed by the residents of Sagar Green Hills Phase-II A and which shall be responsible for all maintenance and security provision of the \_\_\_\_\_ from // onwards.
- 7.3 **Failure of Allottee to take Possession of Apartment/Shop/Flat** - Upon receiving a written intimation from the Promoter as per para 7.2, the Allottee shall take possession of the Apartment/Shop/Flat from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Apartment/Shop/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 \_\_\_\_\_ whichever is earlier and handing over physical possession of the Apartment/Shop/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. [Provided that, in the absence of any local law, the promoter shall handover the necessary documents and plans, including common areas, to the association of Allottee or the competent authority, as the case may be, within thirty days after obtaining the completion certificate].

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 45 days 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 and the claim for interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force. [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 Apartment/Shop/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 Apartment/Shop/Flat, with interest at the rate 11% per annum prescribed in the Rules including compensation in the manner as provided under the Act within forty-five days of it becoming due. Provided that where if the Allottee does not 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 Apartment/Shop/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 Alottee, 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 Apartment/Shop/Flat is complete and the Apartment/Shop/Flat is 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 Apartment/Shop/Flat /Shop/Flat 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 Apartment/Shop/Flat
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Apartment/Shop/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 Apartment/Shop/Flat 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 Apartment/Shop/Flat 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 Saleing the said Apartment/Shop/Flat 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 Apartment/Shop/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;
- (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 Apartment/Shop/Flat, Apartment/Shop/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 Apartment/Shop/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.
- (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 Apartment/Shop/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 Apartment/Shop/Flat shall be in a habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the parties, and for which occupancy certificate and completion certificate, as the case may be, has been issued by the competent authority;
- (ii) Discontinuance of the Promoter's business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made thereunder.

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

- (i) Stop making further payments to Promoter as demanded by the Promoter. If the Allottee stops making payments, the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any interest; or
- (ii) The Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee under any head 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 Apartment/Shop/Flat, along with interest at the rate prescribed in the Rules 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 Apartment/Shop/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:

- (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 prescribed in the Rules 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 Apartment /Shop/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 APARTMENT/SHOP/FLAT:**

The Promoter, on receipt of Total Price of the Apartment /Shop/Flat as per para 1.2 under the Agreement from the Allottee, shall execute the sale deed and convey the title of the Apartment/Shop/Flat together with proportionate indivisible share in the Common Areas 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, te said flat shall remain possession of Promotor 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 issuance of the completion certificate\* and the completion certificate, as the case may be, to the Allottee. [Provided that, in the absence of local law, the conveyance deed in favour of the Allottees shall be carried out by the promoter within 3 months from the date of issue of completion certificate]. 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 the Promoter may instead of executing separate transfer deeds of proportionate common area, along with each individual Apartment/Shop/Flat/plot, may transfer the entire proportionate common area with respect to all the Apartment/Shop/Flat /plots in the project, to the Association of Allottees, by executing a single Deed, in accordance with the provisions of the M.P. Prakostha Swamitva Adhinyam 2002, within three months of obtaining the Completion/Occupancy Certificate, as the case may be. It is hereby made clear, that in either case the entire cost of the transfer deed to be executed with respect to the proportionate common areas, shall be borne exclusive by each of the Allottee or the Association of Allottees, as the case may be.

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 BUILDING / APARTMENT/SHOP/FLAT / PROJECT:**

The Promoter shall be responsible to provide and maintain essential services in the Project 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 the completion certificate of the project or from / / onwards, whichever is earlier. The cost of such maintenance has been included in the Total Price of the Apartment/Shop/Flat as mentioned in para 1.2. However, if the Association of Allottees fails to take charge of maintenance of project within a period of six months from the date of completion certificate, then the promoter may continue maintenance of the project on actual cost basis. The monthly maintenance/ maintenance cost of which is to be borne by the allottee.

**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 Apartment/Shop/Flat 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 Apartment/Shop/Flat s or areas appurtenant to the Apartment/Shop/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 APARTMENT/SHOP/FLAT FOR REPAIRS:**

The Promoter/maintenance agency/association of Allottee shall have rights of unrestricted access of all Common Areas, **garages/covered parking and parking spaces** for providing necessary maintenance services and the Allottee agrees to permit the association of Allottee and/or maintenance agency to enter into the Apartment/Shop/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 **Basement open** and Service Areas: The **Basement(s) open areas** and service areas, if any, as located within the ' \_\_\_\_\_ ' shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, **fire fighting pumps** and equipment's etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the services areas and the **basements open area's & roads**, in any manner whatsoever, other than those earmarked **as parking spaces**, and the same shall be reserved for use by the association of Allottee formed by the Allottee for rendering maintenance services. **It is expressly agreed herein that the usage of the common areas/restricted common areas/limited common areas and other areas, as defined herein or otherwise shall be governed as per "The Declaration" filed under the Madhya Pradesh Prakoshtha Swamitwa Adhiniyam and terms and conditions contained therein.**

### **15. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT/SHOP/FLAT:**

- 15.1 Subject to para 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the Apartment/Shop/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 Apartment/Shop/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 Apartment/Shop/Flat. and keep the Apartment/Shop/Flat , its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.

- 15.2 The Allottee further undertakes, assures and guarantees that he/she would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face / facade of the Apartment/Shop/Flat 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 Apartment/Shop/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 Apartment/Shop/Flat.
- 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 Apartment/Shop/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 [Apartment/Shop/Flat/Building] and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such [Apartment/Shop/Flat/Building].

**19. APARTMENT/SHOP/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 Adhiniyam**. The Promoter showing compliance of various laws/regulations as applicable in **MPBVA**.

- i) The promoter has filed Prakoshtha Declaration under Madhya Pradesh Swamitva Adhiniyam, 2000 registered vide e-registration no. \_\_\_\_\_ dated \_\_\_\_\_ with the office of the subregistrar, Bhopal.

- ii) Under this declaration, the promoter has made disclosures about the project “Agrawal Infratec” in respect of the built-up areas of the Apartment/Shop/Flat s, 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 areas 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 Prakoshtha Declaration shall be filed in due course disclosing the carpet areas of the respective units.
- iii) 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 Madhya Pradesh Prakoshtha Swamitwa Adhiniyam, 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 **including 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 Apartment/Shop/Flat/building, as the case may be.

**22. RIGHT TO AMEND:**

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

**23. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE / SUBSEQUENT 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 Apartment/Shop/Flat and the Project shall equally be applicable to and enforceable against and by any subsequent Allottee of the Apartment/Shop/Flat, in case of a transfer, as the said obligations go along with the Apartment/Shop/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] 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 thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

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

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

**27. FURTHER ASSURANCES:**

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

**28. PLACE OF EXECUTION:**

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, in \_\_\_\_\_ after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar at Sub-Registrar Office, **Bhopal**. Hence this Agreement shall be deemed to have been executed at **Bhopal**.

**29. NOTICES:**

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

**Name of the Allottee.....**  
**Address of the Allottee.....**  
**Name of the Promoter.....**  
**Address of the Promoter.....**

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

**30. JOINT 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.

**31. SAVINGS:**

Any application letter, allotment letter, agreement, or any other document signed by the Allottee, in respect of the Apartment/Shop/Flat or building, as the case may be, prior to the execution and registration of this Agreement for Sale for such Apartment/Shop/Flat , Apartment/Shop/Flat or building, as the case may be, shall not be construed to limit the rights and interests of the Allottee under the Agreement for Sale or under the Act or the rules or the regulations made thereunder.

**32. GOVERNING LAW:**

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

**33. DISPUTE RESOLUTION:**

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

**34.** 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.

**35.** That the Stamp duty, Registration fees and all other legal expenses for execution and registration of the sale deed of the said Apartment/Shop/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 Apartment/Shop/Flat / house / building the same shall be additionally borne by the Allottee.

**36.** That if the Allottee wishes to sale or transfer the said Row House/Bungolow 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 promotor and obtain NOC from the Promoter before such transfer.

**37.** 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.

**38.** 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.

39. 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.
40. That the said Apartment/Shop/Flat is free hold in nature and that the Allottee shall use the said residential property as per its land use only.
41. 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 Apartment/Shop/Flat shall arrange for water supply through his/her/their own funds and resources.
42. That the Allottee has/have also satisfied himself/herself/themselves regarding the size location, vastu, orientation, boundaries of the said Apartment/Shop/Flat .
43. The Allottee agrees that the even after handing him over of the possession of the Apartment/Shop/Flat , the maintenance, repair, interior fittings and furnishing of other Apartment/Shop/Flat s 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.
44. 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.
45. That as mentioned above, the Total Sale Price is inclusive of the charges for electrical connectivity to the Apartment/Shop/Flat . However the Allottee shall have to bear the charges for Electrical Meter Connection for his/her individual Apartment/Shop/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 provide to the Apartment/Shop/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.
46. That the Promoter shall have the first lien and charge on the said Apartment/Shop/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
47. That the Allottee shall after obtaining possession, use the aforesaid Apartment/Shop/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.
48. 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.

49. 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 still not resolved through Arbitration, the parties may approach court of law for adjudication.
50. That the allottee further agrees that considering the nature of work if the completion of Apartment/Shop/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 Apartment/Shop/Flat is strictly subject to the force major clause.
51. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;
52. 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;
53. 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;
54. 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 Sale and the Allottee hereby agrees to purchase the Apartment/Shop/Flat and the covered parking as specified in para G.

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

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

Applicant's Name  
Address:

Promoter's Name  
Address:

Allottee: (including joint buyers)

(1)

Signature\_\_\_\_\_

Name\_\_\_\_\_

<p>Please affix photograph and sign across the photograph</p>
---

Address \_\_\_\_\_

(2)

Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

Please affix  
photograph and sign  
across the  
photograph

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

Promoter:

(1)

Signature (Authorised Signatory) \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

Please affix  
photograph and sign  
across the  
photograph

At \_\_\_\_\_ on \_\_\_\_\_ in the presence of:

**WITNESSES:**

1. Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

2. Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

**SCHEDULE 'A' – PLEASE INSERT DESCRIPTION OF THE APARTMENT/SHOP/FLAT AND THE GARAGES/COVERED PARKING (IF APPLICABLE) ALONG WITH BOUNDARIES.**

**SCHEDULE 'B' – FLOOR PLAN OF THE APARTMENT/SHOP/FLAT .** *Layout of the plan.*

**SCHEDULE 'C' - PAYMENT PLAN.**

**SCHEDULE 'D' - SPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF THE APARTMENT/SHOP/FLAT /APARTMENT/SHOP/FLAT )**

**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]

[F. No. ]

Secy. \_\_\_\_\_

\* Or such other certificate by whatever name called issued by the competent authority

[F. No. ]

\_\_\_\_\_ -

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

**SCHEDULE – A**

**DESCRIPTION OF THE APARTMENT/SHOP/FLAT ALONG WITH THE BOUNDARIES**

The Boundaries of the said Apartment/Shop/Flat No. .... are:-

**East** : .....  
**West** : .....  
**North** : .....  
**South** : .....

That the said residential Apartment/Shop/Flat situated at **Agrawal Infratec.** shall comprise of total Apartment/Shop/Flat area of ..... **Sq. Ft** (..... **Sq. Mtrs**).

**Schedule 'C**

**Construction Linked Payment Plan**

<b>Sl. No.</b>	<b>Instalment Name</b>	<b>Date</b>	<b>Amount (In Rs.)</b>
1	Booking Amount	Date	0
2	Within 15 days	Date	0
3	Foundation/Plinth	Date	0
4	First Floor Slab of Apartment/Shop/Flat	Date	0
5	Third Floor Slab of Apartment/Shop/Flat	Date	0
6	Fifth Floor Slab of Apartment/Shop/Flat	Date	0
7	Seventh Floor Slab of Apartment/Shop/Flat	Date	0
8	Eighth Floor Slab of Apartment/Shop/Flat	Date	0
9	Brickwork of Flat	Date	0
10	Plaster of Flat	Date	0
11	Flooring of Flat	Date	0
12	On Possession	Date	0
<b>Total</b>			

**Time Linked Payment Plan**

<b>Sl. No.</b>	<b>Instalment Name</b>	<b>Date</b>	<b>Amount (In Rs.)</b>
1	Booking Amount	Date	0
2	1 <sup>st</sup> Intermediate Instalment	Date	0
3	2 <sup>nd</sup> Intermediate Instalment	Date	0
4	3 <sup>rd</sup> Intermediate Instalment	Date	0
5	4 <sup>th</sup> Intermediate Instalment	Date	0
6	5 <sup>th</sup> Intermediate Instalment	Date	0
7	6 <sup>th</sup> Intermediate Instalment	Date	0
8	7 <sup>th</sup> Intermediate Instalment	Date	0
9	8 <sup>th</sup> Intermediate Instalment	Date	0
10	9 <sup>th</sup> Intermediate Instalment	Date	0
11	10 <sup>th</sup> Intermediate Instalment	Date	0
12	11 <sup>th</sup> Intermediate Instalment	Date	0
13	12 <sup>th</sup> Intermediate Instalment	Date	0
14	Final Payment	Date	0
<b>Total</b>			0

**Schedule – D**

**Specifications & Amenities**

Entrance with security gates.
Lift
Covered campus with Boundary Wall
Streetlights along the roadsides.
Landscaped campus with developed gardens & Children play area.
Pollution free environment.
Cncrete roads 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 Borewell & underground sump well.



## **Schedule- E**

### **Specifications**

**Structure:** RCC Framed structure.

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

**Flooring:** (a) Vitrified tiles in all bedrooms, kitchen , drawing room, Dining area. (b) Anti skid tiles in Toilet & Balcony, wash area.

**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/aluminium hardware fittings."

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

**Water Supply:** "Concealed CPVC pipelines with individual 750 ltr. Overhead tank in each Flat.

**Electrification:** Modular electrical switches.

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

**POP:** Plaster of Paris 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."

**AC Point:** Provision for A.C. point in master bedroom (Switch & Stock only).

**Utility Points:** Provision of, fridge and electric mixer power points in kitchen.