

- ~~The Red strikethrough fonts are need to be removed from our Agreement of Sale.~~
- The Green underline fonts are need to be added in our Agreement of Sale.

ANNEXURE 'A' [See rule 9]

AGREEMENT FOR SALE

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

By and Between

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

~~_____ (CIN no. _____), a company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], having its registered office at _____ and its corporate office at _____ (PAN _____), represented by its authorized signatory _____ (Aadhar no. _____) authorized *vide* board resolution dated _____ hereinafter referred to as the "**Promoter**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor in interest, and permitted assigns).~~

~~{OR}~~

~~**[If the promoter is a Partnership firm]**~~

Macker Real Ventures, a proprietorship firm, 501, Fifth Floor Aashima Mall, Hoshangabad Road, Bhopal, (M.P.), (PAN AGLPM0957H), represented by its Proprietor Mr. Neeraj Bhushan Macker, (Aadhar no. 2545 4751 9799) authorized *vide* registered Joint Venture Agreement dated 31/03/2011, hereinafter referred to as the "**Promoter**" hereinafter referred to as the "**Promoter**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the survivor or survivors of him and his heirs, executors and administrators and his assigns).

~~{OR}~~

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

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

AND

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

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

~~Companies Act, [1956 or 2013, as the case may be], having its registered office at _____ (PAN _____), represented by its authorized signatory, _____ (Aadhar no. _____)~~

~~_____ duly authorized *vide* board resolution dated _____, hereinafter referred to as the "**Allottee**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor in interest, and permitted assigns).~~

{OR}

[If the Allottee is a Partnership]

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

{OR}

[If the Allottee is an Individual]

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

{OR}

[If the Allottee is a HUF]

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

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

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

Note:

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

(b) "Appropriate Government" means the Central Government;

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

(d) "Regulations" means the Regulations made under the Real Estate (Regulation and Development Act, 2016;

(e) "section" means a section of the Act.

WHEREAS:

- A. The Promoter & Mr. Vishan Asnani (on behalf of owners) are authorized to execute this allotment letter as per Registered Joint Venture Agreement dated 31st Mar-2011 with the owners of the Land (1)- M/s. Asnani Builders & Developers Ltd. Bhopal, (2)- M/s. Deep Nirman Pvt. Ltd. Director Mrs. Adita Asnani w/o Shri Vishan Asnani, (3)- Shri Vishan Asnani S/o Shri H. Asnani, and M/s Macker Real Ventures. The promoter is developing & constructing residential flats as per sanctioned Map on 4.12 Acres or 1.67 Heq. having name "Silver Estate Vertica" on aforesaid land as per the above agreement, situated at Village- Katara, Tehsil- Huzur, District Bhopal (M.P.) and we, under the terms & conditions of the aforesaid agreement, have also been authorized to book, allot, sell and to enter in to

agreement to sale, to execute sale deeds etc., with respect to the residential units to be constructed in the said " Silver Estate Vertica " Project, with the prospective allottees/purchasers;

{OR}

~~_____ ("Owner") is the absolute and lawful owner of [Khasra nos. / survey nos.] [Please insert land details as per local laws] _____ Totally admeasuring _____ square meters situated at _____ in, Tehsil & District _____ ("~~Said Land~~") vide sale deed(s) dated _____ registered as documents no. _____ At the office of the Sub-Registrar. The Owner and the Promoter have entered into a [collaboration / development / joint development] agreement dated _____ registered as document no. _____ at the office of the Sub-Registrar;~~

- B. ~~The Said Land is earmarked for the purpose of building a [commercial/residential/any other purpose] project, comprising _____ multistore apartment buildings and [insert any other components of the Projects] and the said project shall be known as ' _____ ' ("~~Project~~");~~

{OR}

The Said Land is earmarked for the purpose of multi unit residential apartment and convenient shopping [commercial/ residential/ any other purpose] project, comprising 291 apartments, a convenient shopping area of 7 shops and 24 EWS flats ~~[insert any other components of the Projects]~~ and the said project shall be known as ' Silver Estate Vertica ' ("**Project**"):

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

- 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 S.D.M. Huzur (Gram Panchayat Rapadiya, Bhopal) ~~[Please insert the name of the concerned competent authority]~~ has granted the commencement certificate development permission to develop the Project vide approval dated 141/07/2011 bearing registration no. 85/2011;
- E. The Promoter has obtained the final layout plan, sanctioned plan, specifications and approvals for the Project and also for the EWS flats, apartment, plot or building, as the case may be, from Gram Panchayat Rapadiya, Bhopal. ~~[Please insert the name of the concerned competent authority]~~. 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 (Name of Union Territory) Real Estate Regulatory Authority at Bhopal, (M.P.) on _____ under registration no. _____;
- G. The Allottee had applied for a LIG/ EWS flat ~~an apartment~~ in the Project vide application no. _____ dated _____ and has been allotted a LIG/ EWS flat ~~apartment~~ no. _____ having carpet area of _____ square feet or square meter, type _____, on _____ floor in [tower/block/building] no. _____ ("**Building**") along with garage/covered parking no. _____ admeasuring _____ square feet in the _____ ~~[Please insert the location of the garage/covered parking]~~, as permissible under the applicable law and of *pro rata* share in the common areas ("**Common Areas**") as defined under clause (n) of Section 2 of the Act(hereinafter referred to as the "LIG/ EWS flat Apartment") more particularly described in **Schedule A** and the floor plan of the LIG/ EWS flat ~~apartment~~ is annexed hereto and marked as **Schedule B**);

[OR]

The Allottee had applied for a LIG/ EWS flat ~~plot~~ in the 2nd Phase of the Project vide application no. _____ dated _____ and has been allotted LIG/ EWS flat ~~plot~~ no. _____ having

carpet area of _____ square feet or _____ square meter and plot for garage/covered parking admeasuring _____ square feet (if applicable) in the _____ [Please insert the location of the garage/covered parking], as permissible under the applicable law and of *pro rata* share in the common areas (“~~Common Areas~~”) as defined under clause (n) of Section 2 of the Act (hereinafter referred to as the “LIG/ EWS flat Plot” 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. (i) That the area marked on the T&CP approved layout plan as phase-1 shall be considered as Phase No. 1, and the Promoter has already completed construction and development of Phase No. 1 and obtained completion certificate in this regard before 28/04/2017 from Bhopal Municipal Corporation, Bhopal.

(ii) That the area marked on the T&CP approved layout plan as phase-3 shall be considered as Phase No. 3 and the date of completion for Phase No. 3 shall be 31/03/2021.

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 sell and the Allottee hereby agrees to purchase the LIG/ EWS flat in the 2nd Phase of the Project. [Apartment/Plot] and the garage/covered parking (if applicable) as specified in para G.

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

1. TERMS:

1.1 Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase, the LIG/ EWS flat in the 2nd Phase of the Project [Apartment/Plot] as specified in para G.

1.2 The Total Price for the LIG/ EWS flat in the 2nd Phase of the Project [Apartment/Plot] based on the carpet area is Rs. _____ (Rupees _____ only ("Total Price") ~~(Give break-up and description):~~

<u>LIG/ EWS flat no.</u> _____	Rate of <u>LIG/ EWS flat per sqft:</u> _____
Block/Building/Tower no. _____ Floor _____	
Total price (in rupees)	_____

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

<u>List Price of LIG/ EWS flat</u>	Rs. _____
<u>Discount</u>	Rs. _____
<u>Basic Price of LIG/ EWS flat</u>	Rs. _____

<u>Price of exclusive balconies & verandah</u>	Rs. _____
<u>Other fixed charges</u>	Rs. _____
<u>Total price</u>	Rs. _____
<u>GST</u>	<u>12% of the price</u>
<u>Maintenance charges</u>	<u>Rs. 15/- per Sqm of carpet area/month + GST @ 18%</u>

Provided that the amounts mentioned under the heads, Taxes, Maintenance Charges, Any Extra Charge for Amenities/Facilities, Service Charges and other heads of like nature, shall not be taken into account, while determining the Market Value of the said LIG/ EWS flat for the purpose of calculation of the Stamp Duty, Registration Charges and any other incidental expenses, for the execution and registration of this Agreement to Sale or the Conveyance/Sale Deed to be executed in future, with respect to the said LIG/ EWS flat.

~~*Provide breakup of the amounts such as cost of apartment, cost of exclusive balcony or veranda areas, cost of exclusive open terrace areas, proportionate cost of common areas, preferential location charges, taxes, maintenance charges as per para 11 etc., if/as applicable.~~

~~{AND [if /as applicable]}~~

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

~~{OR}~~

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

~~{AND} [if/as applicable]~~

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

Explanation:

- (i) The Total Price above includes the booking amount paid by the allottee to the Promoter towards the LIG/ EWS flat ~~[Apartment/Plot];~~
- (ii) The Total Price above includes Taxes as mentioned in the breakup of prices (consisting of tax paid or payable by the Promoter by way of G.S.T, Value Added Tax, Service Tax, and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter, by whatever name called) up to the date of handing over the possession of the LIG/ EWS flat ~~apartment/plot~~ to the allottee and the project to the association of allottees or the competent authority, as the case may be, after obtaining the completion certificate except for the property tax, and diversion rent etc., which will be levied on the Allottee from the date of registry of the LIG/ EWS 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 **seven days from the date of issue of letter by the promoter** and in the manner specified therein. In addition, the Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the acts/ rules/ notifications together with dates from which such taxes/ levies etc. have been imposed or become effective;
 - (iv) The Total Price of **LIG/ EWS flat** ~~[Apartment/Plot]~~ includes recovery of price of land, construction of [not only the **LIG/ EWS flat** ~~Apartment~~ but also] the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the **LIG/ EWS flat apartment**, ~~lift~~, water line and plumbing, **sewerage line**, finishing with paint, ~~marbles~~, tiles, doors, windows, ~~fire detection and firefighting equipment in the common areas~~, maintenance charges as per para 11 etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the **LIG/ EWS flat** ~~[Apartment/Plot]~~ 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 installments payable by the Allottee by discounting such early payments @ _____% per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.~~
- 1.6 It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described herein at Schedule 'D' and Schedule 'E' (which shall be in conformity with the advertisement, prospectus etc., on the basis of which sale is effected) in respect of the **LIG/ EWS flat apartment, plot or building**, ~~as the case may be~~, without the previous written consent of the Allottee as per the provisions of the Act. Provided that the Promoter may make such minor additions or alterations as may be required by the Allottee, or such minor changes as suggested by architect and structural engineer or such minor changes or alterations as per the provisions of the Act.
- 1.7 ~~[Applicable in case of an apartment]~~ The Promoter shall confirm to the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the **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 **LIG/ EWS flat apartment**, 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.

Subject to the terms of the Agreement and the Promoter abiding by the development/ construction milestones, the Allottee shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the Payment Plan [**Schedule C**] through A/c Payee cheque/demand draft/bankers cheque or online payment (as applicable) in favour of 'Macker Real Ventures A/c Silver Estate Vertica' 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 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 apartment applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS:

The Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding of the allottee against the LIG/ EWS flat ~~[Apartment/Plot]~~, if any, in his/her name and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

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 LIG/ EWS flat ~~[Apartment/Plot]~~ to the Allottee and the common areas to the association of allottees or the competent authority, as the case may be.

6. CONSTRUCTION OF THE PROJECT/ APARTMENT:

The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the LIG/ EWS flat ~~[Apartment/Plot]~~ and accepted the layout plan, 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 ~~[Please insert the relevant State laws]~~ and shall not have an option to make any variation /alteration / modification in such plans, other than in the manner provided under the Act, and breach of this term by the Promoter shall constitute a material breach of the Agreement.

7. POSSESSION OF THE LIG/ EWS FLAT ~~APARTMENT/PLOT~~:

7.1 **Schedule for possession of the said LIG/ EWS flat [Apartment/Plot]** - The Promoter agrees and understands that timely delivery of possession of the LIG/ EWS flat [Apartment/Plot] to the allottee and the common areas to the association of allottees or the competent authority, as the case may be, is the essence of the Agreement. The Promoter assures to hand over possession of the LIG/ EWS flat [Apartment/Plot] along with ready and complete common areas with all specifications, amenities and facilities of the 2nd phase of the project in place on 31/01/2019, 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 LIG/ EWS flat [Apartment/Plot], provided that such Force Majeure conditions are not of a nature, which make it impossible for the contract to be implemented. The Allottee 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 full payment of the LIG/ EWS flat Apartment/plot from the Allottee and the completion certificate* from the competent authority shall offer in writing the possession of the LIG/ EWS flat [Apartment/Plot], to the Allottee in terms of this Agreement to be taken within two months from the date of issue of completion occupancy certificate. [Provided that, in the absence of local law, the conveyance deed in favour of the allottee shall be carried out by the promoter within 3 months from the date of issue of completion occupancy certificate]. 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 from 31/01/2019 onwards, whichever is earlier. The promoter shall hand over the completion occupancy certificate of the LIG/ EWS flat apartment/plot, as the case may be, to the allottee at the time of conveyance of the same. That it shall be mandatory for the Allottee to become a member of the residents society, which shall be responsible for all maintenance and security provision of the premises as may be mutually decided later.

7.3 **Failure of Allottee to take Possession of LIG/ EWS flat [Apartment/Plot]** - Upon receiving a written intimation from the Promoter as per para 7.2, the Allottee shall take possession of the LIG/ EWS flat [Apartment/Plot] from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the LIG/ EWS flat [Apartment/Plot] to the allottee. In case the Allottee fails to take possession within the time provided in para 7.2, such Allottee shall continue to be liable to pay maintenance charges as specified in para 7.2. Also in the event of Allottee's failure to take possession or getting conveyance deed done in time limit, for any reason whatsoever, expenditure incurred on the taking care and/or maintenance of the LIG/ EWS flat shall be charged extra at the rate of rupees thirty per sqm of the carpet area plus taxes per month from the date onwards other than external maintenance charges, and be paid by the purchaser as and when demanded by the builder.

7.4 **Possession by the Allottee** - After obtaining the completion occupancy certificate* and handing over physical possession of the LIG/ EWS flat [Apartment/Plot] to the Allottees, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common areas, to the association of Allottees or the competent authority, as the case may be, as per the local laws. ~~[Provided that, in the absence of any local law, the promoter shall handover the necessary documents and plans, including common areas, to the association of allottees or the competent authority, as the case may be, within thirty days after obtaining the completion 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 or 10% of the total price of the unit, whichever is more, paid for the allotment. The balance amount of

money paid by the allottee shall be returned by the promoter to the allottee within ~~45-days~~ 6 months of such cancellation or on rebooking of the same unit and receipt of payment from the new allottee of equal amount whichever is earlier since the project is under self financing scheme.

7.6 Compensation – The Promoter shall compensate the Allottee in case of any loss caused to him due to defective title of the land, on which the project is being developed or has been developed, in the manner as provided under the Act and the claim for interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force.

Except for occurrence of a Force Majeure event, if the promoter fails to complete or is unable to give possession of the LIG/ EWS flat ~~[Apartment/Plot]~~ (i) in accordance with the terms of this Agreement, duly completed by the date specified in para 7.1; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Promoter shall be liable, on demand to the allottees, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the LIG/ EWS flat ~~[Apartment/Plot]~~, with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act within forty-five days of it becoming due. 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 LIG/ EWS flat ~~[Apartment/Plot]~~, 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 apartment is complete and the apartment 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 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 pending before any Court of law or Authority with respect to the said Land, Project or the LIG/ EWS flat ~~[Apartment/Plot]~~;

(v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and LIG/ EWS flat ~~[Apartment/Plot]~~ 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 LIG/ EWS flat ~~[Apartment/Plot]~~ 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 LIG/ EWS flat [Apartment/Plot] 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 LIG/ EWS flat [Apartment/Plot] 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 LIG/ EWS flat [Apartment/Plot] to the Allottee and the common areas to the association of allottees or the competent authority, as the case may be ;

(x) The Schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Schedule Property;

(xi) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities till the completion certificate has been issued and possession of LIG/ EWS flat, apartment, plot or building, as the case may be, of the 2nd Phase of the Project 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 LIG/ EWS 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, pertaining to the legality of the said project/land;

And the encumbrances on the said project/land are clear and the Promoter holds free rights to sell and market the units of the said project/land.

9. EVENTS OF DEFAULTS AND CONSEQUENCES:

9.1 Subject to the Force Majeure clause, the Promoter shall be considered under a condition of Default, in the following events:

(i) Promoter fails to provide ready to move in possession of the LIG/ EWS flat [Apartment/Plot] 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 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 occupation 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 whatsoever towards the purchase of the LIG/ EWS flat apartment, along with interest at the rate prescribed in the Rules within forty-five days of executing the cancellation agreement ~~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 LIG/ EWS flat [Apartment/Plot], 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 ~~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 based on the State Bank of India highest marginal cost of lending rate plus two percent from their respective due dates;

(ii) In case of Default by Allottee under the condition listed above continues for a period beyond two consecutive months after notice from the Promoter in this regard, the Promoter may cancel the allotment of the LIG/ EWS flat [Apartment/Plot] in favour of the Allottee and refund the money paid to him by the allottee by deducting the booking amount or 10% of the total price of the LIG/ EWS flat, whichever is more and the interest liabilities and this Agreement shall thereupon stand terminated. Provided that the promoter shall intimate the allottee about such termination at least thirty days prior to such termination.

10. CONVEYANCE OF THE SAID LIG/ EWS flat:

The Promoter, on receipt of Total Price of the LIG/ EWS flat [Apartment/Plot] as per para 1.2 under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the LIG/ EWS flat [Apartment/Plot] ~~together with proportionate indivisible share in the Common Areas~~ within 3 months from the date of receipt of the full payment issuance of the ~~occupancy 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 allottee shall be carried out by the promoter within 3 months from the date of issue of occupancy certificate]. However, in case the Allottee fails to deposit the stamp duty and/or registration charges and mutation charges within the period mentioned in the notice, the Allottee authorizes the Promoter to withhold registration of the conveyance deed in his/her favour until payment of stamp duty and registration charges and mutation charges to the Promoter is made by the Allottee along with taking care and/or maintenance of the LIG/ EWS flat as already mentioned in clause 7.3 first above.

Provided further that the Promoter may instead of executing separate transfer deeds of proportionate common area, along with each individual plot, may transfer the entire proportionate common area with respect to all the units 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 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. Post the Society Conveyance, the Society shall be responsible for the operation and management and supervision of the project including common areas, facilities and amenities and the Promoter shall not be responsible for the same.

Provided further that since the entire proportionate common area shall be 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 / 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 upon the issuance of the completion certificate of the project. The cost of such maintenance has been included in the Total Price of the LIG/ EWS flat [Apartment/Plot] as mentioned in para 1.2 (details of pricing).

12. DEFECT LIABILITY:

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the agreement for sale relating to such development is brought to the notice of the Promoter within a period of 5 (five) years by the Allottee from the date of handing over possession of the first LIG/ EWS flat of the 2nd phase of the project, it shall be the duty of the Promoter to rectify such defects without further charge, within 30 (thirty) days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottees shall be entitled to receive appropriate compensation in the manner as provided under the Act.

13. RIGHT TO ENTER THE APARTMENT FOR REPAIRS:

The Promoter/maintenance agency/association of allottees 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 allottees and/or maintenance agency to enter into the LIG/ EWS flat [Apartment/Plot] or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

14. USAGE:

Use of Common and ~~Basement and~~ Service Areas: The Common and ~~basement(s) and~~ service areas, if any, as located within the Silver Estate Vertica (project name), 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, ~~firefighting pumps~~ and equipment's etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the services areas ~~and the basements~~ in any manner whatsoever, other than those earmarked ~~as parking spaces,~~ and the same shall be reserved for use by the association of allottees formed by the Allottees for rendering maintenance services.

15. GENERAL COMPLIANCE WITH RESPECT TO THE LIG/ EWS FLAT ~~APARTMENT~~:

15.1 Subject to para 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the LIG/ EWS flat [Apartment/Plot] at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, infrastructure of the project, or the LIG/ EWS flat [Apartment/Plot], or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the LIG/ EWS flat [Apartment/Plot] and keep the LIG/ EWS flat [Apartment/Plot], its walls and partitions, roads, electric cables, water supply lines, 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 infrastructure, support, shelter etc. of the LIG/ EWS flat or the colony, 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 LIG/ EWS flat, Building or anywhere on the exterior of the Project, buildings therein or Common Areas and the Allottee shall not change, alter or damage the external facade of the LIG/ EWS flat in any manner whatsoever, in order to maintain uniformity amongst all the LIG/ EWS flats developed and constructed in the Project. The Allottees shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further, the Allottee shall not store any hazardous or combustible goods in the LIG/ EWS flat [Apartment/Plot] or place any heavy material in the common passages upper floors or staircase of the LIG/ EWS flat, Building. The Allottee shall also not remove any wall, including the outer & common and load bearing wall/columns/ beams of the LIG/ EWS flat [Apartment/Plot].

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

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

The Parties are entering into this Agreement for the allotment of a LIG/ EWS flat ~~[Apartment/Plot]~~ 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.

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 LIG/ EWS flat ~~[Apartment/Plot/Building]~~ and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such LIG/ EWS flat ~~[Apartment/ Plot/ Building]~~.

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

The Promoter has assured the Allottees that the project in its entirety is in accordance with the provisions of the MP Bhumi Vikas Adhiniyam. ~~[Please insert the name of the state Apartment Ownership] Act~~. The Promoter showing compliance of various laws/regulations as applicable in MP Bhumi Vikas Adhiniyam.

20. BINDING EFFECT:

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

21. ENTIRE AGREEMENT:

This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said LIG/ EWS flat ~~Apartment/Plot/Building~~, as the case may be.

22. RIGHT TO AMEND:

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

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

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 LIG/ EWS flat ~~[Apartment/Plot]~~ and the Project shall equally be applicable to and enforceable against and by any subsequent Allottees of the LIG/ EWS flat

[Apartment/Plot], in case of a transfer, as the said obligations go along with the LIG/ EWS flat [Apartment/Plot] 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 Allottees.

24.2 Failure on the part of the Parties to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

25. SEVERABILITY:

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made 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 total carpet area of the LIG/ EWS flat [Apartment/Plot] bears to the total carpet of all the LIG/ EWS flat [Apartment/Plot] 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 [REDACTED] 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 Bhopal (specify the address of the Sub-Registrar). 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:

[REDACTED] Name of Allottee [REDACTED] (Allottee Address) M/s Macker Real Ventures Promoter name 501, Fifth Floor Aashima Mall, Hoshangabad Road, Bhopal, (M.P.) (Promoter Address)

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

30. JOINT ALLOTTEES:

That in case there are Joint Allottees all communications shall be sent by the Promoter to the Allottee whose name appears first and at the address given by him/her, which shall for all intents and purposes to consider as properly served on all the Allottees. The Allottee shall inform the Promoter in writing any change in the mailing address, failing which all demands, notices etc. by the Promoter shall be mailed to the address given in this agreement and deemed to have been received by the Allottee and which shall for all purposes be considered as served to all the Allottee/s and no separate communication shall be necessary to the other named Allottee/s.

31. SAVINGS:

Any application letter, allotment letter, agreement, or any other document signed by the allottee, in respect of the LIG/ EWS flat apartment, plot or building, as the case may be, prior to the execution and registration of this Agreement for Sale for such LIG/ EWS flat apartment, plot 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 AND JURISDICTION:

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. In the matters falling beyond the jurisdiction of the Authority and/or Real Estate Regulatory Tribunal, the Courts of Law in Bhopal will have the exclusive jurisdiction with respect to all matters pertaining to this agreement. In particular the Allottee has clearly understood that;

- (a) The allotment/sale of an EWS/LIG apartment, depends upon the policy of allotment and sale of the apartments falling in the category of the EWS/LIG apartments, as is declared by the State Government from time to time. The Allottee has clearly understood the EWS/LIG apartment, as detailed in this agreement, has been allotted to him/her, as per the present Law and policy declared by the State Government, with respect to allotment and sale of EWS/LIG apartments. Any change in the law/policy and the consequential fate of this agreement shall be acceptable to the Allottee, without any objection.
- (b) The Allottee hereby declares that he is duly covered under the EWS/LIG apartment category and the Income/Entitlement Certificate, produced by him/her, with respect to his/her entitlement for allotment of EWS/LIG category apartment is absolutely true and correct and that only on the basis of the aforesaid Certificate and information supplied by the Allottee, the EWS/LIG apartment mentioned herein has been allotted to him/her. If any objection or any action is taken by any authority/department, against the Allottee, with respect to his/her entitlement for the EWS/LIG apartment or with respect to the Income/Entitlement Certificate produced by him/her, then the Allottee himself shall be responsible for all the loss, costs and consequences therefore and then the Promoter shall be entitled to forfeit the entire booking amount paid by the Allottee.
- (c) That Allottee has further understood clearly that the execution of the Conveyance Deed with respect to the EWS/LIG apartment allotted in his/her favour, shall be dependent upon the permission granted in this regard by the District Collector or any other Officer/Authority, authorized in this regard and the Conveyance Deed shall be executed only after such permission is granted by the concerned authority in this regard, irrespective of the time period of execution of Conveyance Deed, as maybe mentioned elsewhere in this Agreement. If such permission is not granted or rejected by the concerned authority, then same shall be deemed to be at the responsibility, costs and consequences of the Allottee himself and in such case also the Promoter shall be entitled to forfeit the entire booking amount paid by the Allottee.

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 Allottee is liable to pay sum of Rs. 10,000/- as Society Maintenance Fund which is transferable to the Residents Society and is not included in the above mentioned cost as specified in para 1.2.

35. Provided that, since the Special Amenities/Facilities such as Club House/Gym/Swimming Pool/Any Other Special Amenity or Facility, as detailed in Schedule F 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 LIG/ EWS flat. 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.

36. If the Allottee wishes to sell or transfer the said LIG/ EWS flat to any other Third party before or after the registration of the said LIG/ EWS flat, the Allottee will have to pay 5% of the Collector value of the LIG/ EWS flat to the Promoter and take NOC from the Promoter before any such transfer.

37. 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. 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. The Allottee has/have also satisfied himself/herself/themselves regarding the size location, vastu, orientation, boundaries of the said LIG/ EWS flat.

40. Since the Project is under "self finance scheme" therefore, it shall be the responsibility of the allottee to make timely payment of all ther installments of the sale consideration and other dues payable by him/her. Loans from financial institutions for the said plot can be availed by the Allottee at his/her own costs and responsibilities, liabilities, obligations by mortgaging the said unit by way of security for the repayment of the said loan to such bank/financial institution, with the prior written consent of the promoter. The Promoter shall have the rights to refuse permission to the allottee for availing any such loan and for creation of such mortgage/charge, in the event the allottee has / have defaulted in making timely payment of the sale consideration and /or other amounts payable by the allottee under this agreement. However, if a particular institution/Bank refuse to extend financial assistance on any ground, the Allottee shall not make such refusal an excuse for non- payment of further installment/dues. The Allottee shall not make delayed postal delivery, delayed sanction of loan or another reason as an excuse for non- payment of installment/dues. No claim by way of damages / compensation shall lie against the Promoter in case of delay in handing over the possession on account of period of untimely payment by the Allottee and the Promoter shall be entitled to a reasonable extension of time for the delivery of possession of the said house to the Allottee. The aforesaid period of construction shall be computed by excluding Sundays, Bank holidays, enforced Govt. holidays, delays in payments and the days of cessation of work at site in compliance of order of any judicial/ concerned State legislative Body.

41. In case of acceptance of delayed payments with interest the Promoter shall be entitled to retain the possession of the said LIG/ EWS flat on the expenses of the Allottee till the time any such installment, interest or any sum remain payable on account of any of the matters herein contained and to enjoy the house in any manner as they feel suitable and to recover all the charges as may be necessary for the upkeep

of the LIG/ EWS flat, further. In case of such eventuality, if any discount /concession, in whatsoever way, has been given by the Promoter in the basic original sale price to the Allottee in lieu of consensus of the Allottee for timely payment of installments and other charges, then the Allottee hereby authorizes the Promoter to withdraw such discount / concession and demand the payment of such discount / concession amount as a part of sale consideration amount, which the Allottee hereby agrees to pay immediately.

42. In ordinary course of business the Promoter shall not be entitled to claim compensation on the account of delay and losses; the Promoter can claim such compensation in case of delays beyond the date of payment of installments made by the Allottee and/or delay because of alterations done from the offered drawing of the house on request of the Allottee, and Promoter shall be at liberty to treat the date of completion of construction as extended accordingly, and other losses because of interruption in the continuity of the work as well.

43. The Promoter shall dig the bore wells in the premises as per provisions for water supply, but shall not be responsible for supply of water in terms of quantity and quality, since bore well is a natural source of water, and if yield of water is insufficient, reduces or it becomes dry, the Promoter shall not be responsible for the same or to arrange another source for water supply. No resident shall be allowed to connect pumps directly to the main supply line/sump well of the Project. Also no resident shall be allowed to increase the water storage capacity of individual over head tanks.

44. The Allottee that in no condition shall dig any bore well in his plot area of the LIG/ EWS flat to avail personal/ public water supply without taking prior written permission from the Promoter/ local Govt. authority. In case of availability of water the Promoter shall have all the rights in the public interest to seize bore wells from the property mentioned in the schedule hereto as per norms of the Bhopal Municipal Corporation/ local authorities.

45. The above mentioned price as specified in this agreement does not include Narmada/ Kolar Water Taxes/Charges and shall be additionally borne by the Allottee as and when required. In case if any kind of any kind of installation/up-gradation, rates, cesses, charges, levies due to any legislation of any Government and/or Semi Government and/or other departments body's order or directives or guidelines are demanded/ sanctioned/ imposed, then the Allottee will pay on demand to the Promoter, the additional expenditure incurred thereon individually and/or on a pro rata basis along with other Allottees, as the case may be, along with proportionate charges of the expenses incurred leading to the installation of network and/or systems and/or equipments of all kinds whatsoever, and these charges shall be treated, as unpaid sale price of the LIG/ EWS flat and the Promoter shall have lien on the property under this agreement for the recovery of such charges.

46. The Allottee agrees to visit site frequently during the construction, and satisfy him/her in all respects about the quality of construction to be carried over, if Allottee finds any deficiency/ substandard work/ material quality shall make acknowledged compliant in writing within seven days of such occurrence to the Promoter, and the Promoter shall be liable to rectify the deficiency immediately before demand of next installment.

47. As the construction of the project is being executed on the demarcated boundaries as per T&CP, In case any open area/plot/extra land or its part thereof is claimed by the Government/Semi Government/Local/ Town and Country Planning, Bhopal/ Bhopal Municipal Corporation/ Panchayat or any other Lawful Authority from the property under question or from the project's premises, the Allottee shall not be entitled to lodge any claim, dispute or/and demand/refund before any lawful authority against the Promoter holding them responsible for any such event and in case if they do so, the same shall be void and of no effect.

48. The Allottee is very clear that the whole project construction will be taken up in phases and the Allottee is not having any objection to the same and is also fully aware that the construction may have some disturbances in the neighborhood which he is clear about and would not interfere in the progress of construction works. Also In case the Promoter get permission to construct further new structures/alteration in the existing structures within the areas under his possession and/or ownership, the Allottee shall not raise any objection and/or claim on further construction work to be carried out on the same plot/ building in future by using the common excess to such locations and is aware that there can be inconvenience due to the same.

49. 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, such charge, if created shall be got vacant before handing over possession of the property to the Allottee.

50. 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.

51. In addition the Allottee shall take water connection from the promoter by paying an amount of rupees ten thousand to the promoter and shall take permanent domestic electric meter connection at his own costs as per the rules and regulations of M.P. State Electricity Board / agency under contract with M.P. State Electricity Board and the Allottee shall pay the meter connection charges, electricity bills with all surcharges and other charges as and when demanded by the M.P. State Electricity Board / agency under contract with M.P. State Electricity Board. The Allottee shall also be responsible to pay proportionate share of the taxes and other charges/levies in respect of the society.

52. The Allottee do hereby covenant with the Promoter as follows:-

Never to put heavy loads, to cover/ construct any kind of structure upon the open/ uncovered terrace area.

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.

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.

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.

Not to store in the property any goods which are hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the property, or storing of which goods is objected by the law and shall not carry or caused to be carrying heavy packages to upper floors which may damage or likely to damage the structure of the property.

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 house and/or common or any part thereof and/or any alteration in the elevation and outside colour scheme of the property and shall keep the portion, sewers, drains, pipes in the property and appurtenances thereof in good, tenantable repair and conditions, and in particular so as to support shelter and protect the other part of the property and shall not chisel or in any other way damage columns, beams, walls, slabs or walls or other structural members in the house without the prior written permission of the Promoter, in case of having done so shall be liable to compensate the affected persons for the damages caused.

Till a conveyance of project related which property is situated is executed, the Allottee shall permit the Promoter and their surveyors and agents with or without workmen and other, at all reasonable times, to enter into and upon the said land or any part thereof to view and examine the state and conditions thereof.

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

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

SIGNED AND DELIVERED BY THE WITHIN NAMED

Allottee: (including joint buyers)

(1) Signature _____
Name _____
Address _____

Please affix
photograph and
sign across the
photograph

(2) Signature _____
Name _____
Address _____

Please affix
photograph and
sign across the
photograph

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Promoter:

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

Please affix
photograph and
sign across the
photograph

At **Bhopal** on _____ in the presence of:

WITNESSES:

1. Signature _____
Name _____
Address _____
2. Signature _____
Name _____
Address _____

SCHEDULE 'A' - PLEASE INSERT DESCRIPTION OF THE **APARTMENT/PLOT** AND THE GARAGE/COVERED PARKING (IF APPLICABLE) ALONG WITH BOUNDARIES IN ALL FOUR DIRECTIONS

SCHEDULE 'B' - FLOOR PLAN OF THE APARTMENT

SCHEDULE 'C' - PAYMENT PLAN

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

SCHEDULE 'E' - SPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF THE PROJECT)

SCHEDULE 'F' - SPECIAL AMENITIES/FACILITIES/SERVICES AVAILABLE AT THE CHOICE OF THE ALLOTTEE

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

Please affix photograph and sign across the photograph

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

RAJIV RANJAN MISHRA, Jt. Secy. _____

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