

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

## **AGREEMENT FOR SALE** **For A1 & A2 Block**

This Agreement for Sale executed on this «Date» by and between **Fortune Soumya Housing**, a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at **Fortune Soumya Housing, Fortune Soumya Santosa, Behind C-21 Mall, Hoshangabad Road, Bhopal (M.P.), (AACFF1234H)** represented by its authorized Partner **Shri Ajay Mohgaonkar (Aadhar no. 2568681786927) S/O Shri S.W. Mohgaonkar & Shri Sameer Gupta (Aadhar no. 282938493731) S/O Late Shri S.C. Gupta & M/s Soumya Homes Pvt. Ltd.**, through its Director **Shri Sanjay Kumar Sinha (Aadhar no. 471255741346) S/o Late Shri R.P.Sinha** 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).

**Mr./Ms .....«First\_Name».....(Aadhar no. ....) son/daughter/wife of Mr./Ms .....«Fathers\_Name»....., aged about ..... years, residing at .....«Address»..... (PAN) «And» Mr./Ms ....«Second\_Name».... (Aadhar no. ....) son/daughter/wife of Mr./Ms. ....«Husband\_nam».... aged about ..... years, residing at (PAN) hereinafter called the “Allottee’s” (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’s shall hereinafter collectively be referred to as the “Parties” and individually as a “Party”.

### **Note:**

For the purpose of this Agreement for Sale, unless the context otherwise requires,-(a) “Act”

means the Real Estate (Regulation and Development) Act, 2016 (16 of 2016);

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

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

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

## WHEREAS:

A. The Promoter is the absolute and lawful owner of **(i)** Survey Nos. 132,133,134,135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162 totally admeasuring **9.42** Acres (38149.99 square meters) situated at Village Gram Bheropur , Ward No. 85, PH. No. 44, Tehsil Huzur & District Bhopal vide sale deed dated 22/04/2010, Vol. No. 171/33549 and doc. No. 109 (2), **(ii)** Survey No.99/2,122,123, totally admeasuring **1.40** Acres (5700 square meters) situated at Gram Bheropur, Ward No. 85, PH. No. 44, Tehsil Huzur & District Bhopal vide sale deed dated 22/04/2010, Vol. No. A-1/33549 and doc. No. 109(2).

That the land revenue survey No. 99/2, 122,123, 132, to 134, 135/2, 136 to 162, total rakba 10.95 acre (44313.078 square meters) situated at Gram Bheropur, Teh. Huzur Distt. Bhopal was owned and possessed by (a) Shri Dhruv Narayan Singh S/o Late Shri Govind Narayan Singh, (b) Smt. Urmila Mishra W/o Late Shri M.D. Mishra ,(c) Shri Vijesh Lunawat S/o Shri S.C. Lunawat, vide registered sale deed and transferred deed, which are registered in Sub-Registrar Office, Bhopal vide sale deed dated 22/04/2010, Vol. No. 171/33549 and doc. No. 109 (2), & vide sale deed dated 22/04/2010, Vol. No. A-1/33549 and doc. No. 109(2).respectively; for which the land owner has entered into a registered joint venture agreement with M/S Fortune Soumya Hosuing on dated 31/03/2011 Vide No. A-1/36487 & Doc No. 5251(2) Therefore henceforth M/S Fortune Soumya Hosuing & a) Shri Dhruv Narayan Singh (b) Smt. Urmila Mishra,(c) Shri Vijesh Lunawat can sign & execute sale deed of their share of flats individually.

B. The Said Land is earmarked for the purpose of building a [commercial/residential] project, comprising **25** multistoried Duplex / Row House buildings, **182** duplexes, **40** LIG/EWS , **05** Convenient Shopping Centre and the said project shall be known as "**Fortune Soumya Heritage**".

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 **Gram Panchayat, Chan** has granted the commencement certificate to develop the Project vide approval dated **19/07/2011** bearing registration no. **P/Q/Pancha/2011** and dated **23/03/2013** bearing registration no. **P/Q/Pancha/13**.

E. The Promoter has obtained the final layout plan, sanctioned plan, specifications and approvals for the Project and also for the Duplex / Row House or building from **Town & Country Planning Department, Bhopal vide letter no. 1410/LP258/Nagrani/2011 dated 31/05/2011**.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's had applied for an Duplex / Row House in the **Project Fortune Soumya Heritage Phase - 3** vide **application no. \_\_\_\_\_** dated \_\_\_\_\_ and has been allotted **Duplex / Row House no. ...«Duplex / Row House\_No»...** having carpet area of **«Carpet\_Area» square feet, type «Type»** on **«Floor» floor** in block no. **«Block\_No»** along with garage/ open common/ 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 "Duplex / Row House" more particularly described in Schedule A and the floor plan of the Duplex / Row House is annexed hereto and marked as Schedule B);

H. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;

I. (i) That the Block as marked on the attached layout plan as phase – 01 and phase 2 shall be considered as deemed completed Phase No. 01 & 2 for which completion certificates have been obtained before 30/4/2017

(ii) That the EWS/LIG Block and Club House and A1, A2 Block and duplex no ..... as marked on the attached layout plan as phase – 03 shall be considered as Phase No. 03 and the date of completion for the Phase No. 03 shall be .....

(iii) That the remaining residential multistoried Blocks and row houses /duplexes which have not been marketed yet and as and when marketing of these units / Duplex / Row Houses will start; after revising the Building Permission of these Blocks if required, the same shall be registered with RERA.

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 Duplex / Row House. and the garage/open common/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's and the Allottee's hereby agrees purchase, the Duplex / Row House as specified in para G.

1.2 The Total Price for the Duplex / Row House based on the carpet area is **Rs. ..../- (Rupees.....only); excluding Registration Charges.**

Block No..... Duplex / Row House No. ...., Type ....., Floor - .....	Rate of Duplex / Row House per square feet of Carpet area of unit allotted : Rs. ____/-
Total price (in rupees)	<b>Rs. ____ /-</b>

Details of Pricing

Particulars	Price
Price of Carpet Area of Duplex / Row House	Rs _____
Price of Balconies + Wash Area	Rs _____
Corner Charges	Rs _____
Park Facing Charges	Rs _____
Wide Road Facing Charges	Rs _____
External Electrification Charges; Water Connection Charges; Documentation Charges, etc.	Rs _____
Club Membership Charges & Maintenance Charges till 31/12/2017	Rs 0/- Zero _____
Transferable Society Security Fund Charges	Rs _____
G.S.T Charges (12% of the basic price)	Rs _____
G.S.T Charges (18% of the PLC & Other fixed charges)	Rs _____
<b>Total:</b>	<b>Rs _____</b>
Maintenance Charges	Rs. 20/- per Sqm of carpet area per month

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 Row House/ Duplex 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 Duplex / Row House

Explanation:

(i)The Total Price above includes the booking amount paid by the allottee's to the Promoter towards the Duplex / Row House;

(ii) The Total Price above includes Taxes as mentioned in the details of pricing (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 – **FORTUNE SOUMYA HERITAGE** payable by the Promoter) up to the date of handing over the possession of the Duplex / Row House to the allottee's and the project to the association of allottee's 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 plot 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;

(ii)The Promoter shall periodically intimate in writing to the Allottee's, the amount payable as stated in (i) above and the Allottee's 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's 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;

(iii)The Total Price of Duplex / Row House includes recovery of price of land, construction of [not only the Duplex / Row House but also] the Common Areas, internal development charges, external development charges, **taxes**, cost of providing electric wiring, electrical connectivity to the Duplex / Row House, **lift**,

water line and plumbing, 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 Duplex / Row House and the Project.

1.3 The Total Price is escalation-free, save and except increases, which the Allottee's 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's 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's, 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's.

1.4 The Allottee's(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 Duplex / Row House, plot or building, as the case may be, without the previous written consent of the Allottee's 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's, or such minor changes or alterations as per the provisions of the Act.

1.7 The Promoter shall confirm to the final carpet area that has been allotted to the Allottee's 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's 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's. If there is any increase in the carpet area, which is not more than three percent of the carpet area of the Duplex / Row House, allotted to Allottee's, the Promoter may demand that from the Allottee's 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's shall have the right to the Duplex / Row House as mentioned below:

(i) The Allottee's shall have exclusive ownership of the Duplex / Row House

(ii) The Allottee's shall also have undivided proportionate share in the Common Areas. Since the share / interest of Allottee's in the Common Areas is undivided and cannot be divided or separated, the Allottee's 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's after duly obtaining the completion certificate from the competent authority as provided in the Act;

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

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

1.9 It is made clear by the Promoter and the Allottee's agrees that the Duplex / Row House **along with open common parking** shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the said Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined (except the connectivity of roads to another neighbourhood lands as per the rules of Town & Country Planning), with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee's or for the purpose of providing 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's 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/amentities/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 Duplex / Row House to the Allottee's, which it has collected from the Allottee's, 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's or any liability, mortgage loan and interest thereon before transferring the Duplex / Row House to the Allottee's, 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's has paid a sum of **Rs. \_\_\_\_\_ /- (Rupees ..... only)** as booking amount being part payment towards the Total Price of the Duplex / Row House at the time of application

The receipt of which the Promoter hereby acknowledges and the Allottee's hereby agrees to pay the remaining price of the Duplex / Row House 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's delays in payment towards any amount which is payable, he shall be liable to pay interest at the rate based on the State Bank of India highest marginal cost of lending rate plus two percent from their respective due dates prescribed in the Rules.

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

Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee's 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 '**FORTUNE SOUMYA HOUSING**' payable at **BHOPAL**.

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

3.1 The Allottee's, 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's 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's shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee's subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee's 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's and such third party shall not have any right in the application/allotment of the said Duplex / Row House applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee's only.

#### **4. ADJUSTMENT/APPROPRIATION OF PAYMENTS:**

The Allottee's authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding of the allottee's against the Duplex / Row House, in his/her name and the Allottee's undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

#### **5. TIME IS ESSENCE:**

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

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

The Allottee's has seen the proposed layout plan, specifications, amenities and facilities of the Duplex / Row House 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.

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

**7.1 Schedule for possession of the said Duplex / Row House** - The Promoter agrees and understands that timely delivery of possession of the Duplex / Row House to the allottee's and the common areas to the association of allottee's or the competent authority, as the case may be, is the essence of the Agreement. The Promoter assures to hand over possession of the Duplex / Row House along with ready and complete common areas with all specifications, amenities and facilities of the project in place on **(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's agrees that

the Promoter shall be entitled to the extension of time for delivery of possession of the Duplex / Row House, provided that such Force Majeure conditions are not of a nature, which make it impossible for the contract to be implemented. The Allottee's 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's the entire amount received by the Promoter from the allotment within 45 days from that date. The promoter shall intimate the allottee's about such termination at least thirty days prior to such termination. After refund of the money paid by the Allottee's, the Allottee's 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 occupancy completion certificate\* from the competent authority shall offer in writing the possession of the Duplex / Row House, to the Allottee's in terms of this Agreement to be taken within two months from the date of issue of occupancy completion 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]. The Promoter agrees and undertakes to indemnify the Allottee's in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee's, 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 block. The promoter shall hand over the occupancy certificate of the Duplex / Row House, as the case may be, to the allottees at the time of conveyance of the same.

**7.3 Failure of Allottee's to take Possession of Duplex / Row House** - Upon receiving a written intimation from the Promoter as per para 7.2, the Allottee's shall take possession of the Duplex / Row House from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Duplex / Row House to the allottee's. In case the Allottee's fails to take possession within the time provided in para 7.2, such Allottee's 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 Duplex / Row House 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's** - After obtaining the occupancy completion certificate\* and handing over physical possession of the Duplex / Row House to

the Allottee's, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common areas, to the association of Allottee's 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's or the competent authority, as the case may be, within thirty days after obtaining the completion certificate].

**7.5 Cancellation by Allottee's** – The Allottee's shall have the right to cancel/withdraw his allotment in the Project as provided in the Act:

Provided that where the allottee's 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 same unit and receipt of payment from the new allottee of equal amount whichever is earlier.

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

Except for occurrence of a Force Majeure event, if the promoter fails to complete or is unable to give possession of the Duplex / Row House (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's, in case the Allottee's wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Duplex / Row House, with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act within forty-five days of it becoming due. Provided that where if the Allottee's does not intend to withdraw from the Project, the Promoter shall pay the Allottee's interest at the rate prescribed in the Rules for every month of delay, till the handing over of the possession of the Duplex / Row House, which shall be paid by the promoter to the allottee's within forty-five days of it becoming due.

7.7 Finishing Work – It has been clearly understood by the Alottee, that the Completion Certificate, as the case may be, is issued by the concerned authorities, when the entire civil construction work of the Duplex / Row House is complete and the Duplex / Row House is in a habitable state, however, to prevent any loss, theft 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, theft or damage to the internal fittings, furnishings and finishing work, 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 Duplex / Row House to the Allottee.

#### **(8) REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:**

The Promoter hereby represents and warrants to the Allottee's 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 Duplex / Row House

(v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Duplex / Row House are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Building and Duplex / Row House and common areas;

(vi) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee's created herein, may prejudicially be affected;

(vii) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Land, including the Project and the said Duplex / Row House which will, in any manner, affect the rights of Allottee's under this Agreement;

(viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Duplex / Row House to the Allottee's in the manner contemplated in this Agreement;

(ix) At the time of execution of the conveyance deed the Promoter shall

handover lawful, vacant, peaceful, physical possession of the Duplex / Row House to the Allottee's and the common areas to the association of allottee's or the competent authority, as the case may be; only if the completion certificate has been obtained from the competent authority. The sale deed for the said Duplex / Row House.....shall be executed for the sole purpose of procuring housing loan or to facilitate to take payments from the Allottee's and the ownership rights and possession of the property shall be transferred to the Allottee's only after full and final payment of the said Duplex / Row House has been done as per the payment schedule as mentioned in Schedule C.

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

(xi) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities till the completion certificate has been issued and possession of Duplex / Row House, plot 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 plot 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;

## **9. EVENTS OF DEFAULTS AND CONSEQUENCES:**

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

(i) Promoter fails to provide ready to move in possession of the Duplex / Row House to the Allottee's within the time period specified in para 7.1 or fails to complete the project within the stipulated time disclosed at the time of registration of the project with the Authority. For the purpose of this para, 'ready to move in possession' shall mean that the Duplex / Row House shall be in a habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the parties, 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's is entitled to the following:

(i) Stop making further payments to Promoter as demanded by the Promoter. If the Allottee's stops making payments, the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee's be required to make the next payment without any interest; or

(ii) The Allottee's 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's under any head whatsoever towards the purchase of the Duplex / Row House, along with interest at the rate prescribed in the Rules within forty-five days of receiving the termination notice:

Provided that where an Allottee's does not intend to withdraw from the project or terminate the Agreement, he shall be paid, by the promoter, interest at the rate prescribed in the Rules, for every month of delay till the handing over of the possession of the Duplex / Row House, which shall be paid by the promoter to the allottee's within forty-five days of it becoming due.

9.3 The Allottee's shall be considered under a condition of Default, on the occurrence of the following events:

(i) In case the Allottee's fails to make payments for **02** consecutive demands made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard the allottee's 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; prescribed in the Rules;

In case of Default by Allottee's under the condition listed above continues for a period beyond **02** consecutive months after notice from the Promoter in this regard, the Promoter may cancel the allotment of the Duplex / Row House in favour of the Allottee's and refund the money paid to him by the allottee's by deducting the booking amount or 10% of the total price of the Duplex/Row House, whichever is more and the interest liabilities and this Agreement shall thereupon stand terminated. Provided that the promoter shall intimate the allottee's about such termination at least thirty days prior to such termination.

## **10. CONVEYANCE OF THE SAID DUPLEX / ROW HOUSE:**

The Promoter, on receipt of Total Price of the Duplex / Row House as per para 1.2 under the Agreement from the Allottee's, shall execute a conveyance deed and convey the title of the Duplex / Row House together with proportionate indivisible share in the Common Areas within 3 months from the date of receipt of full payment or issuance of the completion certificate\*

whichever is earlier, and the completion certificate, as the case may be, to the allottee's. [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's fails to deposit the stamp duty and/or registration charges and mutation charges within the period mentioned in the notice, the Allottee's 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's along with taking care and/or maintenance of the Duplex / Row House 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 Duplex / Row House, 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 Adhiniyam 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 individually by each of the Allottee or the Association of Allottees, as the case may be.

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 / DUPLEX / ROW HOUSE / 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/block or from ..... onwards, whichever is earlier. The cost of such maintenance has been included in the Total Price of the Duplex / Row House as mentioned in para 1.2 (details of pricing).

#### **12. DEFECT LIABILITY:**

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the agreement for sale relating to such development is brought to the notice of the Promoter within a period of 5 (five) years by the Allottee's from the date of handing over possession, of the first unit of the 3<sup>rd</sup>



(Third) 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 Allottee's 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 Duplex / Row Houses or areas appurtenant to the Duplex / Row House 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 DUPLEX / ROW HOUSE FOR REPAIRS:**

The Promoter/maintenance agency/association of allottee's shall have rights of unrestricted access of all Common Areas, garages/covered parking and parking spaces for providing necessary maintenance services and the Allottee's agrees to permit the association of allottee's and/or maintenance agency to enter into the Duplex / Row House or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

### **14. USAGE:**

Use of Basement and Service Areas: The basement(s) and service areas, if any, as located within the '**FORTUNE SOUMYA HERITAGE**' 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's 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 allottee's formed by the Allottee's for rendering maintenance services.

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

15.1 Subject to para 12 above, the Allottee's shall, after taking possession, be solely responsible to maintain the Duplex / Row House at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Duplex / Row House, 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 Duplex / Row House and keep the Duplex / Row House, 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's 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 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 Duplex/ Row House in any manner whatsoever, in order to maintain uniformity amongst all the Duplex/Row house developed and constructed in the Project. The Allottee's 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's shall not store any hazardous or combustible goods in the Duplex / Row House or place any heavy material in the common passages or staircase of the Building. The Allottee's shall also not remove any wall, including the outer and load bearing wall of the [Duplex / Row House/Plot].

15.3 The Allottee's shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the association of allottee's and/or maintenance agency appointed by association of allottee's. The Allottee's 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 Duplex / Row House with the full knowledge of all laws, rules, regulations, notifications applicable to the project.

## **17. ADDITIONAL CONSTRUCTIONS:**

The Promoter undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the building plan, layout plan, sanction plan and specifications, amenities and facilities has been approved by the competent authority(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 [Duplex / Row House/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's who has taken or agreed to take such [Duplex / Row House/Plot/Building].

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

The Promoter has assured the Allottee's that the project in its entirety is in accordance with the provisions of the **MP PRAKOSHTHA SWAMITVA ADHINIYAM, 2000**. The Promoter showing compliance of various laws/regulations as applicable in **MPPSA 2000**.

**20. BINDING EFFECT:**

Forwarding this Agreement to the Allottee's by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee's until, firstly, the Allottee's 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's and secondly, appears for registration of the same before the concerned Sub-Registrar **BHOPAL** as and when intimated by the Promoter. If the Allottee's(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee's 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's for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottee's, application of the Allottee's shall be treated as cancelled and all sums deposited by the Allottee's in connection therewith including the booking amount shall be returned to the Allottee's without any interest or compensation whatsoever.

**21. ENTIRE AGREEMENT:**

This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Duplex / Row House/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'S / SUBSEQUENT ALLOTTEE'S:**

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Duplex / Row House and the Project shall equally be applicable to and enforceable against and by any subsequent Allottee's of the Duplex / Row House, in case of a transfer, as the said obligations go along with the

Duplex / Row House for all intents and purposes.

**24. WAIVER NOT A LIMITATION TO ENFORCE:**

24.1 The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee's 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's that exercise of discretion by the Promoter in the case of one Allottee's shall not be construed to be a precedent and /or binding on the Promoter to exercise such discretion in the case of other Allottee's.

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's has to make any payment, in common with other Allottee's(s) in Project, the same shall be the proportion which the carpet area of the Duplex / Row House bears to the total carpet area of all the [Duplex / Row Houses/Plots] in the Project except for the PLC and Electrical Connection Charges, Water Connection Charges and Documentation Charges.

**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's, in \_\_\_\_\_ after the Agreement is duly executed by the Allottee's 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's and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee's or the Promoter by Registered Post at their respective addresses specified below:

**Name of the Allottee.....**

**Address of the Allottee.....**

**Name of the Promoter – FORTUNE SOUMYA HOUSING**

**Address of the Promoter – Fortune Soumya Housing, Fortune Soumya Santosa, Behind C21 Mall, Bagli, Hoshangabad Road Bhopal (M.P.)-46202**

It shall be the duty of the Allottee's 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's, as the case may be.

## **30. JOINT ALLOTTEE'S:**

That in case there are Joint Allottee's all communications shall be sent by the Promoter to the Allottee's 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's.

## **31. SAVINGS:**

Any application letter, allotment letter, agreement, or any other document signed by the allottee's, in respect of the Duplex / Row House, plot or building, as the case may be, prior to the execution and registration of this Agreement for Sale for such Duplex / Row House, plot or building, as the case may be, shall not be construed to limit the rights and interests of the allottee's 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. That if the Allottee wishes to sell or transfer the said Duplex / Row House to any other Third Party before the registration of the said Duplex / Row House, the Allottee will have to pay 5% of the Collector value of the house to the Promoter and take NOC from the Promoter before any such transfer.

35. That the Promoter is liable for making arrangements of water through tube wells and by getting the underground sump tank constructed and lifting water to individual overhead tank subject to availability of water in the requisite no. of tube wells so dug. In case of any shortage in supply of water the Allottee shall have no right to treat it as deficiency on the part of the Promoter and the Allottee shall have no rights to go for litigation against the Promoter for such purpose.

36. That the possession of the said Duplex / Row House shall be delivered only on receipt of the full sale consideration along with taxes and other charges etc from the Allottee, by the Promoter .

37. That after the possession of the said Duplex / Row House has been delivered to the Allottee, he/she/they shall have no claim against the Promoter in respect of any item of work in the said Duplex / Row House which may be alleged to have not been carried out or completed.

38. That the membership of the club house for the Allottee is free but the Allottee shall be liable to pay the maintenance charges of the club and the campus as soon as the possession of the Duplex / Row House is handed over to the Allottee by the Promoter. That the Promoter will have exclusive property and ownership rights on the **Heritage Club House**.

39. That the Promoter shall supply water and carry out the external maintenance of the Phase-I campus; i.e. campus gardens, Lifts, cleaning of campus roads & side drains, street lights, security guards, maintenance of sump & tube well, water pumps, maintenance of internal concrete roads, maintenance of water sump up to 31/12/2017.

40. The Allottee has/have also satisfied himself/herself/themselves regarding the size, location, orientation, boundaries of the said Duplex / Row House/house/plot and has/have also fully satisfied himself/ herself/ themselves regarding the vastu/orientation of the various rooms, of the said Duplex / Row House.

41. Loans from financial institutions for the said Duplex / Row House can be availed by the Allottee. 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.

42. In case of acceptance of delayed payments with interest the Promoter shall be entitled to retain the possession of the said Duplex / Row House 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 Duplex / Row House, 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.

43. That it shall be mandatory for the Allottee to become a member of the **FORTUNE SOUMYA HERITAGE** Maintenance Society/RWA (**which shall be only one society for all the phases of FORTUNE SOUMYA HERITAGE**), at the time of possession of the said property. The Residents Welfare Association will be formed by the Allottees for the purpose of maintenance of the common amenities and common facilities which will be provided in the entire project. The Allottee shall be bound to pay the maintenance charges which will be fixed by Association / Society to the Promoter /Residents and Welfare Association.

44. That the Stamp duty, Registration fees and all other legal expenses for execution and registration of the sale deed of the said Duplex / Row House, 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 plot/house/building the same shall be additionally borne by the allottee.

45. That in case any additional stamp duty is required to be paid for the

registration of the Agreement for sale that shall be additionally borne by the Allottee.

**46.** That the Promoter 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.

**47.** 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 instalments 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.

**48.** 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.

**49.** That the Allottee in no condition shall dig any bore well in his plot area of the Duplex / Row House 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.

**50.** 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 Duplex / Row House and the Promoter shall have lien on the property under this agreement for the recovery of such charges.

**51.** 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 instalment.

**52.** 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/ Panchyat 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.

**53.** 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 neighbourhood 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.

**54.** 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.

**55.** 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.

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

- i.Never to put heavy loads, to cover/ construct any kind of structure upon the open/ uncovered terrace area.
- ii.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.
- iii.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.
- iv.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.
- v.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.
- vi.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.
- vii.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.

**57.** The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;

58. 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's hereby agrees to purchase the Duplex / Row House and the covered parking/ common open parking as specified in para G.

59. 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;

60. 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;

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 : **FORTUNE SOUMYA HOUSING**  
Address: **Fortune Soumya Housing, Fortune Soumya Santosa, Behind C21 Mall,Bagli ,Hoshangabad Road Bhopal (M.P.)-46202**

Allottee's: (including joint buyers)  
(1)  
Signature\_\_\_\_\_

Name\_\_\_\_\_

Address\_\_\_\_\_

Please affix  
photograph and sign  
across the  
photograph

(2)  
Signature\_\_\_\_\_

Name\_\_\_\_\_

Address\_\_\_\_\_

Please affix  
photograph and sign  
across the  
photograph

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

Promoter:

(1)

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

Name \_\_\_\_\_

Address \_\_\_\_\_

Please affix  
photograph and sign  
across the  
photograph

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

WITNESSES:

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

Name \_\_\_\_\_

Address \_\_\_\_\_

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

Name \_\_\_\_\_

Address \_\_\_\_\_

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

**SCHEDULE 'B'** - FLOOR PLAN OF THE DUPLEX / ROW HOUSE

**SCHEDULE 'C'** - PAYMENT PLAN

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

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

(The 'Schedules' to this Agreement for Sale shall be as agreed to between the Parties)

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

RAJIV RANJAN MISHRA, Jt.

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

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

### **SCHEDULE – A**

#### **DESCRIPTION OF THE DUPLEX / ROW HOUSE ALONG WITH THE BOUNDARIES**

The Boundaries of the said Duplex / Row House No. .... are:-

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

That the said ..... bedrooms Duplex / Row House is situated on .....  
Floor of Block No. .... at '**FORTUNE SOUMYA HERITAGE Phase-III**' shall  
comprise of **Carpet Area of** ..... Sq. Ft (..... Sq. Mtrs)

#### **Schedule 'C' (Optional)**

#### **Construction Linked Payment Plan**

<b>Sl. No.</b>	<b>Instalment Name</b>	<b>Amount (In Rs.)</b>
1	Booking Amount (10%)	Rs_____
2	Within 15 days (5%)	Rs_____
3	Foundation (13%)	Rs_____
4	Plinth level (5%)	Rs_____
5	Ground Floor Slab(10%)	Rs_____
6	First Floor Slab (10%)	Rs_____
7	Second Floor Slab (10%)	Rs_____
8	Completion of Structure of booked Apartment(2%)	Rs_____
9	Brickwork (15%)	Rs_____
10	Plaster (5%)	Rs_____
11	Finishing (5%)	Rs_____
12	On Possession (10%)	Rs_____
	<b>Total:</b>	Rs_____

**Schedule 'C' (Optional)**

**Time Linked Payment Plan**

<b>Sl. No.</b>	<b>Instalment Name</b>	<b>Date</b>	<b>Amount (In Rs.)</b>
1	Booking Amount (10%)	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	Final Payment	Date	0
<b>Total</b>			0

**Schedule- E**

**Specifications**

**Structure:** Earthquake resistant RCC Framed structure.

**Wall:** Fly ash Brick Masonry.

**Flooring:** 2'x 2' Vitrified tiles drawing/dining area, Bedroom & Living Area; Anti-skid tiles in balconies, wash areas & common areas.

**Toilet:** Tiles up to 7' height with white coloured sanitary fittings.

**Plumbing:** Concealed PPR/CPVC pipe lines. Good quality CP fittings with hot & cold mixers in toilet.

**Doors:** Flush door with dewas section door frames & aluminium hardware fittings.

**Windows:** Aluminium Three track sliding windows with pinhead glass with MS security grill.

**Electrification:** Concealed copper wiring with security through MCBs & inverter wiring with ISI mark switches.

**Water Supply:** Adequate water supply through sump well with individual 750 litres PVC overhead tank for all Duplex / Row Houses.

**Kitchen:** Green marble platform with steel sink and glazed tiles up to 2' height above platform.

**POP:** Plaster of Paris cornice in drawing & master bedroom.

**Painting:** All internal walls including roof shall be painted by oil bound distemper with putty finish; Weather proof paint on external walls.

### **Amenities**

- A well-developed campus with suitable security arrangement and boundary wall.
- Entrance gate with security room.
- Underground electrification.
- Water supply through common sump-well.
- Concrete roads.
- Street lights
- Landscaped gardens
- Paved block garden pathways.
- Temple
- Lawns.
- Sit-outs across the campus.
- Power backup for lifts and common area
- Underground sewage disposal system.
- Children's play area.
- Loan facility available from leading banks.
- Electric supply through MPSEB.
- Sewage treatment plant of adequate capacity.