

AGREEMENT FOR SALE

This Agreement for Sale ("**Agreement**") executed on this ___ (Date) day of _____ (Month), 2017,

BY AND BETWEEN --

M/S. VARUN CREATION, A PROPRIETORSHIP CONCERN, acting through its Proprietor - MR. SURAJPRAKASH SETHI S/O MR. DARSHAN LAL SETHI, (PAN - AERPS2342L) having its principal place of business at - **217, Navneet Darshan, 16/2, Old Palasia, Indore (MP)**, hereinafter referred to as the "**PROMOTER**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its partners, successor-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 the members or member for the time being of the said HUF, and their respective heirs, executors, administrators and permitted assigns).

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

Note:

For the purpose of this Agreement for Sale, unless the context otherwise requires-

- (a) "Act" means the Real Estate (Regulation and Development) Act, 2016 (16 of 2016);
- (b) "appropriate Government" means the Central Government;
- (c) "Rules" 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.
- (f) "Condominium/Association of allottees" means the association of the unit-owners/holders / allottees as defined under and to be incorporated as per the provisions of the Madhya Pradesh Prakoshtha Swamitwa Adhinyam and more particularly described in the Prakoshtha Declaration of the building/project duly registered before the Office of the Sub-Registrar.

WHEREAS:

- A. (i) Ashraf Patel s/o Rahmat Ali Patel, R/o Village Khajrana, Tehsil and District Indore (MP) ("**Owner No. 1**") is the absolute and lawful owner of the residential diverted land of Survey No. 162/2/3Ka, Area 0.201 Hectare, situated at Village Nipaniya, Patwari Halka No. 17 (New No. 40), Tehsil and District Indore (MP), being his ancestral property and recorded in all the revenue records under his bhumiswami rights;
- (i) Anwar Patel s/o Rahmat Ali Patel, R/o Village Khajrana, Tehsil and District Indore (MP) ("**Owner No. 2**") is the absolute and lawful owner of the residential diverted land of Survey No. 158, Area 0.117 Hectare, situated at Village Nipaniya, Patwari Halka No. 17

(New No. 40), Tehsil and District Indore (MP), being his ancestral property and recorded in all the revenue records under his bhumiswami rights;

(iii) Shri Saurabh Sethi s/o Shri Surajprakash Sethi, Address - 217, Navneet Darshan, 16/2, Old Palasia, Indore (MP) and Shri Varun Sethi s/o Shri Surajprakash Sethi, Address - 217, Navneet Darshan, 16/2, Old Palasia, Indore (MP) ("**Owner No. 3 & 4**") is the absolute and lawful owner of the residential diverted land of Survey No. 156/3, 156/2/2, 157/1, 156/2/1, 157/2, 157/3, area admeasuring 0.049 H., 0.024 H., 0.021 H., 0.024 H., 0.049 H., 0.049 H., total Area 0.216 Hectare, situated at Village Nipaniya, Patwari Halka No. 17 (New No. 40), Tehsil and District Indore (MP), vide registered Sale deed dated 13.7.2010 registered as document No. 1A/2261(5) at the Office of the Sub-Registrar, Indore (MP);

The entire land bearing Survey No. 162/2/3Ka, 158, 156/3, 156/2/2, 157/1, 156/2/1, 157/2, 157/3, total Area 0.534 Hectare, situated at Village Nipaniya, Patwari Halka No. 17 (New No. 40), Tehsil and District Indore (MP), shall hereinafter be referred to as "the said Land");

Thereafter, the Promoter have entered into a development agreement dated 18.11.2014 registered as document No. 1A/2829(3/4) at the Office of the Sub-Registrar, Indore - 3 (MP) and supplementary agreement thereto dated 15.05.2017 registered as document No. MP179142017A4244032 at the Office of the Sub-Registrar, Indore - 3 (MP).

- B. The Said Land is earmarked for the purpose of building a RESIDENTIAL project, comprising of **TWO** multistoried apartment buildings, WHEREIN BLOCK A being a multistoried apartment building with **One Basement Floor, One Ground Floor and Eight Floors (B+G+8 Floors)** and BLOCK B being a multistoried apartment building with **One Ground Floor and Six Floors (G+6 Floors)** all for **residential use** and the said project shall be known as '**DIVINE GREENS**' ("**Project**");
- 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 Promoter has obtained the final layout plan, sanctioned plan, specifications and approvals for the Project and also for the plot or building, as the case may be, from **The Town & Country Planning Dept., Indore vide their letter dated 9.10.2012 bearing Memo No. 5996/SP-215/12/TCP, revised vide Letter dated 29.2.2016 bearing memo No. 1728/INDLP-1570/15/DMM/TCP/2016 and permission for development from the Indore Municipal Corporation vide its sanction dated 30.12.2013 bearing Memo No. 4427/IMC/DV2/NPN/2013, revised vide development permission dated 5.8.2016, bearing Permission No. 544/Co.Ce./16.**

- E. The **INDORE MUNICIPAL CORPORATION** has granted the commencement certificate (**Building Permission/Sanctioned Map**) to develop the Project *vide* approval dated 30.12.2013 bearing Memo No. 4427 and revised sanctioned map bearing Memo No. 0040/IMC/Z08/W36/2017 dated 3.1.2017;
- F. The Promoter has obtained the final layout plan, sanctioned plan, specifications and approvals for the Project and also for the apartment and building from **INDORE MUNICIPAL CORPORATION**.
- G. 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;
- H. The Promoter has registered the Project under the provisions of the Act with the **Madhya Pradesh** Real Estate Regulatory Authority at _____ on _____ under registration no. _____;
- I. The Allottee has been allotted apartment no. _____, **Block** _____, having carpet area of _____ square feet (_____ square meter), on the _____ floor of the apartment building, 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 and under the Prakoshta Declaration, filed under the Madhya Pradesh Prakoshta Swamitwa Adhinyam, 2000 (hereinafter referred to as the "**Apartment**" , more particularly described in **Schedule A** and the floor plan of the apartment **is** annexed hereto and marked as **Schedule B**). **The built-up area (i.e. the area including external walls, balconies / verandahs) of the aforementioned apartment is _____ Sq. Ft. and the Super-Built-up area of the apartment is _____ Sq. Ft.**
- J. **In pursuance of the supplementary development agreement registered on 18.11.2014 registered as document no. 1A/2829(3/4) at the office of the Sub-Registrar, Indore (MP), supplementary agreement dated 15.5.2017 registered as document no. MP179142017A4244032 at the office of the Sub-Registrar, Indore (MP), the said apartment/flat/unit falls in the share of the Promoter. The sale consideration of the apartment, as mentioned hereunder, shall accordingly be received by the Promoter only wherein there is an unconditional consent of the Landowners. The Land Owners shall not raise any sort of objection in this regard.**
- K. 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. **The Promoter is developing the above mentioned multistoried building on the said land in the name & style of "DIVINE GREENS" in pursuance of the above mentioned permissions and sanctions.**

- ii. The promoter has executed and filed Prakoshtha Declaration under Madhya Pradesh Prakoshtha Swamitwa Adhiniyam, 2000 registered vide registration No. 1A/5374(3/4) dated 13.3.2014 and revised vide Revised Prakoshtha Declaration bearing e-registration no. **MP179142017A1058413** dated **9.2.2017** with the Office of the Sub-Registrar, Indore (MP). The allottee and the association of allottees, to be formed under this declaration and as per the provisions of the Madhya Pradesh Prakoshtha Swamitwa Adhiniyam, 2000, shall always adhere to the terms and conditions mentioned in this declaration. Further, this document of declaration is made available to the allottees and the allottee hereby confirms having read and understood the declaration and shall abide by the terms and conditions mentioned therein along with further conditions/bye-laws as shall be framed by the promoter/association of allottees.

- L. 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. The allottee has also read, understood and verified all legalities & formalities of all the documents, permissions and sanctions of the project, **to its satisfaction**;
- M. 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;
- N. 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 Apartment as specified in para G hereinabove.

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 **Apartment** as specified in para G hereinabove.
- 1.2 The **Basic** Price for the **Apartment** excluding all applicable taxes is **Rs.** _____ (Rupees _____ only), **break up of which is as under :-**

Price breakup of Apartment No. _____ on Floor _____ at the Project DIVINE GREENS

So, the Total Price for the **Apartment** including all applicable taxes is **Rs.**
_____ (Rupees _____ only).

Based on the total price above, the rate per square feet (including taxes) of carpet area is Rs. _____ (Rupees _____ only).

The price of the apartment has been fixed on person to person basis on amicable mutual decision. The price of the apartment may vary from the price of other apartments, which shall not form any basis of claim whatsoever from the allottee.

EXPLANATION :

- (i) The Total Price above includes the booking amount paid by the allottee to the Promoter towards the Apartment.
- (ii) The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter by way of **GST / 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 apartment 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:

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:

- (iii) The Promoter shall periodically intimate in writing to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment demanded by the Promoter within the time and in the manner specified therein. In addition, the Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;
- (iv) The Total Price of Apartment includes recovery of price of land, construction of [not only the Apartment but also] the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the apartment, 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., **more particularly described in Schedule "D"** and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment 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 and/or **development** authority and/or any other increase in charges which may be levied or imposed by the competent **or development** authority from time to time, **irrespective of the status of the apartment, whether registered or pending registration.** 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.

- 1.4 The Allottee(s) shall make the payment as per the payment plan set out in **Schedule C** ("**Payment Plan**").
- 1.5 The Promoter may allow, in its sole discretion, a rebate for early payments of instalments payable by the Allottee by discounting such early payments @ _____% per annum for the period by which the respective instalment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.
- 1.6 It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described herein at Schedule 'D' (which shall be in conformity with the advertisement, prospectus etc., on the basis of which sale is effected) in respect of the apartment, 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 **on its own cost**, 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 after the construction of the Building is complete and the occupancy certificate/completion certificate* is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is reduction in the carpet area then the Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area, which is not more than three percent of the carpet area of the apartment, allotted to Allottee, the Promoter may demand that from the Allottee as per the next milestone of the Payment Plan as provided in **Schedule C**. All these monetary adjustments shall be made at the same rate per square feet as agreed in para 1.2 of this Agreement.
- 1.8 Subject to para 9.3 the Promoter agrees and acknowledges, the Allottee shall have the right to the Apartment as mentioned below:

- (i) The Allottee shall have exclusive ownership of the Apartment;
- (ii) The Allottee shall also have undivided proportionate share in the Common Areas. Since the share/interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. **It is also expressly agreed that the Allottee shall not in any manner be entitled or permitted to cause any violation of the code of conduct to be prescribed for the occupants of the project and also shall not be permitted to cause any encroachment upon the common areas, including but not limited to installation of nursery / earthen pots etc. in the common areas and/or outside the balcony area. Failing compliance thereof, the Allottee shall be liable to pay the penal charges @ Rs. 1000/- per day to the agency having charge of the maintenance of the project, whether the Promoter or the Association of Allottees, as the case may be. It is clarified that the promoter shall hand over the common areas to the Association of Allottees, to be framed & governed as per the provisions of the Madhya Pradesh Prakoshtha Swamitwa Adhiniyam, 2000, after duly obtaining the completion certificate from the competent authority as provided in the Act;**
- (iii) That the computation of the price of the Apartment includes recovery of price of land, construction of [not only the Apartment but also] the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the apartment, 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., **more particularly described in Schedule 'D'** and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment and the Project;
- (iv) The Allottee has the right to visit the project site to assess the extent of development of the project and his apartment, as the case may be.

1.9 It is made clear by the Promoter and the Allottee agrees that the Apartment shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the said Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee.

It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottees of the Project.

1.10 The Promoter agrees to pay all outgoings before transferring the physical possession of the apartment to the Allottees, which it has collected from the Allottees, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for

water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the project). If the Promoter fails to pay all or any of the outgoings collected by it from the Allottees or any liability, mortgage loan and interest thereon before transferring the apartment to the Allottees by way of conveyance, as the case may be, 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 therefor by such authority or person.

- 1.11 The Allottee has paid a sum of Rs. _____ (Rupees _____ only) as booking amount being part payment towards the Total Price of the Apartment at the time of application.

Insert Table of payments made/due so far

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

Provided that if the allottee delays in payment towards any amount which is payable, he shall be liable to pay interest at the rate prescribed in the Rules.

2. MODE OF PAYMENT :

Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the Payment Plan [**Schedule C**] through A/c Payee cheque/demand draft/bankers cheque or online payment (as applicable) in favour of '**VARUN CREATION**' payable at **Indore (MP)**.

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES :

- 3.1 The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made thereunder or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfil its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or the statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure

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

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

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS:

The Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding of the allottee against the Apartment, 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 Apartment to the Allottee and the common areas to the Association of Allottees or the competent authority, as the case may be, **subject to compliance of the terms and conditions laid down hereunder to be fulfilled by the Allottee on its part.**

6. CONSTRUCTION OF THE PROJECT/ APARTMENT:

The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the Apartment 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 **Madhya Pradesh Bhumi Vikas Niyam, 2012, Indore Development Plan, 2021 and MP Municipal Corporation Act, 1956** 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 APARTMENT:

- 7.1 **Schedule for possession of the said Apartment** -- Subject to compliance of the terms and conditions as set out in clause No. 1 and 2 hereinabove by the allottee, the Promoter agrees and understands that timely delivery of possession of the Apartment 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 Apartment along with ready and complete common areas with all specifications, amenities and facilities of the project in place on **or before** _____, unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project ("Force Majeure"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Apartment, 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 only 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. **However, it is agreed hereto between the parties that the Promoter will keep the project insured against all force majeure conditions, and in the event of any force majeure condition making the project impossible to be implemented, then the period of refund of amount may extend to the time taken by the insurance company to reimburse the insurance value to the Promoter.** After refund of the money paid by the Allottee, the Allottee agrees that he/ she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.
- 7.2 **Procedure for taking possession** - The Promoter, upon obtaining the occupancy certificate/completion certificate* from the competent authority shall offer in writing the possession of the Apartment, to the Allottee in terms of this Agreement to be taken within two months from the date of issue of occupancy certificate/completion 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. The promoter shall hand over the occupancy certificate/completion certificate of the apartment, as the case may be, to the allottee at the time of conveyance of the same.
- 7.3 **Failure of Allottee to take Possession of Apartment** - Upon receiving a written intimation from the Promoter as per para 7.2, the Allottee shall take possession of the Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, **and Subject to compliance of the terms and conditions as set out in clause No. 1 and 2 hereinabove by the allottee**, the

Promoter shall give possession of the Apartment to the allottee. In case the Allottee fails to take possession within the time provided in para 7.2, such Allottee shall continue to be liable to pay maintenance charges as specified in para 7.2.

- 7.4 **Possession by the Allottee** - After obtaining the occupancy certificate/completion certificate and handing over physical possession of the Apartment 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.

At the time of handing over of the possession, the allottee shall thoroughly inspect the apartment in respect of all the fitments, installations, workmanship and finishes and taking of possession shall be deemed to mean that the allottee has satisfied himself/herself/themselves in respect of all the installations and the provisions are intact and in place and no further complaint in this regard shall be covered/entertained thereafter.

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

Provided that where the allottee proposes to cancel/withdraw from the project without any fault of the promoter, the promoter herein is entitled to forfeit the booking amount paid for the allotment. The balance amount of money paid by the allottee shall be returned interest-free by the promoter to the allottee within 45 days of such cancellation or sale of the apartment to the other party, whichever is later.

- 7.6 **Compensation** – As per the development agreement/s & the supplementary agreements & amendment deeds thereof executed between the Land Owner and the Promoter, the Land Owner/s 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 Apartment (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 Apartment, 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 Apartment, which shall be paid by the promoter to the allottee within forty-five days of it becoming due.

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

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

- (i) **The Owners have absolute, clear and marketable title with respect to the said Land; the Promoter has 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.
- (iv) There are no litigations pending before any Court of law or Authority with respect to the said Land, Project or the Apartment;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Building and Apartment and common areas;
- (vi) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- (vii) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Land, including the Project and the said Apartment 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 Apartment to the Allottee in the manner contemplated in this Agreement;
- (ix) At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the Apartment 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 apartment, 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;
- (xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoter in respect of the said Land and/or the Project.

9. EVENTS OF DEFAULTS AND CONSEQUENCES:

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

- (i) Promoter fails to provide ready to move in possession of the Apartment 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 apartment, along with interest at the rate prescribed in the Rules within forty-five days of receiving the termination notice.

Provided that where an Allottee does not intend to withdraw from the project or terminate the Agreement, he shall be paid, by the promoter, interest at the rate prescribed in the Rules, for every month of delay till the handing over of the possession of the Apartment, 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 **two** consecutive demands made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard the allottee shall be liable to pay interest to the promoter on the unpaid amount at the rate prescribed in the Rules;
- (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 Apartment in favour of the Allottee and refund the money paid to him by the allottee by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated. Provided that the promoter shall intimate the allottee about such termination at least thirty days prior to such termination.

10. CONVEYANCE OF THE SAID APARTMENT:

The Promoter, on receipt of Total Price of the Apartment as per para 1.2 under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the Apartment together with proportionate indivisible share in the Common Areas within 3 months from the date of issuance of the occupancy certificate or 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/completion certificate].~~ However, in case the Allottee fails to deposit the stamp duty and/or registration charges within the period mentioned in the notice, the Allottee authorizes the Promoter to withhold registration of the conveyance deed in his/her favour until payment of stamp duty and registration charges to the Promoter is made by the Allottee.

The Allottee hereby agree that he/she/they shall take No Dues Certificate from the Promoter / maintenance agency / Association Of Allottees before any sale/transfer of the said apartment to any third party.

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, within the period of time as specific herein & under this Act, upon the issuance of the completion certificate of the project. The cost of such maintenance has been included in the Total Price of the Apartment. **However, if the Association of Allottees fails to take charge of maintenance of project within a period of six months from the date of completion certificate, then the promoter may continue maintenance of the project on actual cost basis, proportionate cost of which is to be borne by the allottee / unitholders.**

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 completion/occupancy certificate**, 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.

Provided 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 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 tampering or modification of any of the installed or provided components, facilities, fitments, finishes and/or misuse of the areas/facilities/machines/fitments/lifts etc. Any breakage or misuse or improper usage, subsequent to possession in the apartments or areas appurtenant to the apartment will not be covered under the defect liability.

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

13. RIGHT TO ENTER THE APARTMENT 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 Apartment 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 “**DIVINE GREENS**” 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 equipments 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. It is expressly agreed herein that the usage of the common areas and other areas, as defined herein or otherwise, shall be governed as per the declaration filed under the Madhya Pradesh Prakoshtha Swamitwa Adhinyam and declaration filed thereunder. **However, it is expressly agreed between the parties hereto that the last terrace of all the blocks/buildings shall be under exclusive ownership of the Promoter and shall not form part & parcel of the common spaces & amenities. The Promoter shall enjoy the exclusive ownership thereof with permissible usage thereof under the local laws.**

15. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT:

- 15.1 Subject to para 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the Apartment 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 Apartment, 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 Apartment and keep the Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.
- 15.2 The Allottee further undertakes, assures and guarantees that he/she would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face / facade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas **nor shall use or occupy the apartment for the purpose of any commercial usage/activity nor shall let/sub-let the apartment for such purposes.** 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 Apartment or place any heavy material in the common passages or staircase of the

Building. The Allottee shall also not remove any wall, including the outer and load bearing wall of the Apartment.

- 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 an Apartment 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.

Provided however that the terrace of the last floor of the building/project shall be the sole property of the Promoter and the Promoter will be at liberty to use & occupy the terrace of the building/project on its own discretion, without any disturbance or hindrance from the allottee/association of allottees.

18. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:

After the Promoter executes this Agreement he shall not mortgage or create a charge on the [Apartment/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 [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 **Madhya Pradesh Prakoshtha Swamitva Adhiniyam, 2000**. The Promoter showing compliance of various laws/regulations as applicable in the state of Madhya Pradesh as follows:

- i) The promoter has executed and filed Prakoshtha Declaration under Madhya Pradesh Prakoshtha Swamitva Adhiniyam, 2000 registered vide registration No. 1A/5374(3/4) dated 13.3.2014 and revised vide Revised Prakoshtha Declaration bearing e-registration no.

MP179142017A1058413 dated **9.2.2017** with the Office of the Sub-Registrar, Indore (MP).

- ii) Under this declaration, the promoter has made disclosures about the project "DIVINE GREENS" in respect of the built-up areas of the apartments, general common areas, limited common areas, restricted common areas, the facilities/amenities to be provided, and the manner in which the facilities and the general common areas and restricted common areas shall be utilized and managed. Further, the rights and obligations of the promoter, allottee, and the association of allottees have been categorically described and declared therein.
- iii) The allottee and the association of allottees shall always abide by this declaration so filed and any objection or dissatisfaction in this regard shall be governed and settled only as per the provisions of the Madhya Pradesh Prakoshtha Swamitwa Adhinyam, 2000. It is also expressly agreed that the Allottee shall not in any manner be entitled or permitted to cause any violation of the code of conduct to be prescribed for the occupants of the project and also shall not be permitted to cause any encroachment upon the common areas, including but not limited to installation of nursery / earthen pots etc. in the common areas and/or outside the balcony area.

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 **Indore (MP)** as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including 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 apartment/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 Apartment and the Project shall equally be applicable to and enforceable against and by any subsequent Allottees of the Apartment, in case of a transfer, as the said obligations go along with the Apartment 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 in be the proportion which the

carpet area of the Apartment bears to the total carpet area of all the Apartments 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 **Indore (MP)** 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 **Indore (MP)** (specify the address of the Sub-Registrar). Hence this Agreement shall be deemed to have been executed at **Indore (MP)**.

29. STAMP DUTY & OTHER CHARGES :

It is further clarified that the Stamp Duty, Registration charges and all other incidental and legal expenses for execution and registration of any agreement/ document/ sale deed executed between The Promoter and The Allottee shall be borne by The Allottee. The charges of mutation proceedings in all government/semi-government & local departments etc. and applicable property taxes or proportionate shares of any Land Revenue, lease rents or taxes shall also be borne exclusively by The Allottee from the date of completion certificate/occupancy certificate/completion certificate of the building DIVINE GREENS or registration of sale deed whichever is earlier. These are not included in the total price mentioned hereinabove.

30. NOTICES:

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

_____ Name of Allottee
_____ (Allottee Address)

M/s VARUN CREATION
Proprietor - SURAJPRAKASH SETHI S/O SHRI DARSHANLAL SETHI,

**Address - 217, Navneet Darshan, 16/2, Old Palasia,
Indore (M.P.)**

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

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.

31. SAVINGS:

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

32. GOVERNING LAW:

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

33. DISPUTE RESOLUTION :

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

34. RATE OF INTEREST :

The applicable rate of interest in case of default by the Promoter or the Allottee for this allotment of the said apartment to the Allottee shall be **11%** (Eleven Percent).

35. TDS PAYABILITY :

If the consideration of the said apartment as per clause G hereinabove is Rs. 50,00,000/- (Rupees Fifty Lacs Only) or more, then The Allottee is liable to deduct tax (TDS) @ 1% of the amount of every installment/s paid to The promoter as per

SCHEDULE – C contained herein (hereinafter referred to as the 1% TDS). In this regard, the Allottee hereby irrevocably agree and undertake to deposit the 1% TDS to the concerned authorities and the Allottee shall issue the 1% TDS Certificate to the Promoter with every such payment, simultaneously while making payment of the every such installment/s.

36. THE CONDOMINIUM :

- (a) That, it is expressly agreed that the Allottee will be entitled to use the common areas and facilities appurtenant with the said apartment and the nature, extent and description of such common areas and facilities are set out in the Prakoshtha Declaration of the building U/s. Section 2 of the Madhya Pradesh Prakoshtha Swamitva Adhinyam, 2000 and the usage thereof shall exclusively governed as per the provisions made in the Prakoshtha Declaration and the Madhya Pradesh Prakoshtha Swamitva Adhinyam, 2000.
- (b) **CONDITIONS OF CONDOMINIUM** : The Promoter with a view to bind all the persons in whosoever's hand the said apartment/premises shall come does hereby agree, declare, confirm and covenant to abide by the terms & conditions as envisaged under the Prakoshtha Declaration and the Revised Declaration made under Section 2 of the M.P. Prakoshtha Swamitwa Adhinyam and also the provisions made thereunder and shall also ensure compliance thereof at all times. Further, the Promoter/ Association of Allottees, reserves the right to alter the terms & conditions from time to time in the interest of the building DIVINE GREENS and the Allottee(s) and/or its assigns/occupants shall have no objection to any such alterations to these terms & conditions.
- (c) It is also understood and agreed by and between the parties hereto that the allottee shall join as member of the association of allottees and strictly abide by the rules, regulations and bye-laws of the association of allottees. The allottee shall pay to the association of allottees such amounts/charges as decided by the association of allottees from time to time. The allottee shall sign all necessary applications, memorandum, letters, documents and other papers and writings for the purpose of becoming a member of the association of allottees.
- (d) The Allottee shall pay on demand or before possession, whichever is earlier, to the ASSOCIATION OF ALLOTTEES the following amounts:
- i. Non-refundable sum, as may be prescribed, towards application and entrance fee of THE ASSOCIATION OF ALLOTTEES;
 - ii. Rs. _____/- (Rupees _____ Only)
Per Sq. Ft. (exclusive of service tax/GST which is chargeable extra on the then prevailing tax rates) of super built-up area for one year's

maintenance charges payable in advance. (These charges are fixed for the first year only and will be revised as per actual subsequently).

These maintenance charges shall be applicable / commenced from the date of completion certificate/occupancy certificate/completion certificate, of the building DIVINE GREENS irrespective of whether or not the Allottee has got the specified unit registered in their name or taken the physical possession of the same. It is further agreed by the Allottee that the Allottee and/or its successors-in-interest shall not be entitled to raise any dispute in this regard and any dispute raised in this regard shall not be tenable and the Allottee shall be bound to pay the same in the manner as stated herein above. (Any other applicable tax, charges or statutory levies or liabilities present or future are payable extra).

- (e) The Promoter represents that they will maintain a separate account in respect of amounts received on behalf of The Association Of Allottees from the Allottee as advance or deposit, sums received towards the outgoings, legal charges and will utilize the amounts only for the purpose for which they have been received, till the time the Association Of Allottees is handed over to the occupants/owners.
- (f) That, the Allottee irrevocably agrees and confirms to irrevocably follow and abide by the rules and regulations of The Association Of Allottees or otherwise. The Allottee is aware, and acknowledges that the aforesaid maintenance charges and the other outgoings will be based on the rules and regulations and bye-laws of The Association of Allottees.

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for Sale at **INDORE (MP)** 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) -

Please Affix Photographs and Sign across the Photograph

SIGNED AND DELIVERED BY THE WITHIN NAMED PROMOTER, M/S. VARUN CREATION acting through its Proprietor -

1. Mr. Surajprakash Sethi s/o Mr. Darshanlal Sethi

Please Affix Photographs and Sign across the Photograph

At INDORE (MP) on _____ in the presence of:

WITNESSES :

1. Signature _____
Name _____
Address _____

2. Signature _____
Name _____
Address _____

SCHEDULE 'A' -

**PLEASE INSERT DESCRIPTION OF THE Apartment ALONG WITH
BOUNDARIES IN ALL FOUR DIRECTIONS**

APARTMENT/UNIT NO. _____, situated on the _____ Floor of Block - _____, DIVINE GREENS, located on the land of Survey No. 162/2/3Ka, Area 0.201 Hectare, No. 158, Area 0.117 Hectare, No. 156/3, 156/2/2, 157/1, 156/2/1, 157/2, 157/3, area admeasuring 0.049 H., 0.024 H., 0.021 H., 0.024 H., 0.049 H., 0.049 H., total Area 0.216 Hectare, situated at Village Nipaniya, Patwari Halka No. 17 (New No. 40), Tehsil and District Indore (MP) , admeasuring Carpet Area : _____ sq.ft. (_____ sq.mt.) and Built-up Area : _____ sq.ft. (_____ sq.mt.), bounded as under :

Towards EAST :
Towards WEST :
Towards NORTH :
Towards SOUTH :

**SCHEDULE 'B' -
FLOOR PLAN OF THE APARTMENT**

**SCHEDULE 'C' -
PAYMENT PLAN**

On Booking	
After signing agreement	
I Slab	
II Slab	
III Slab	
IV Slab	
V Slab	
VI Slab	
VII Slab	
VIII Slab	
IX Slab	
X Slab	
XI Slab	
On Finishing Stage	
On Offer of possession	
TOTAL	100%

SCHEDULE „D” -

SPECIFICATIONS, AMENITIES, FACILITIES

1. Premium vitrified flooring
2. Ceramic bathroom tiles
3. Designer vitrified flooring in lobbies
4. Paved space in parking area
5. Granite platform top in kitchen with SS sink
6. 3 track aluminum windows
7. Flush doors with S.S. finished hardware fittings
8. Sanitary ware and C.P fittings of Jaquar or Simpolo or Hindware or equivalent
9. Asian or Nerolac paint for interior and exterior
10. Concealed electrical wiring of Anchor or Polycab or equivalent ISI mark
11. Modular Switches of Anchor or Havells or equivalent ISI mark
12. D.G for common area
13. Lift by Kone or Johnson or equivalent