

AGREEMENT FOR SALE

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

By and Between

[If the promoter is a Partnership firm]

M/s Pradhan Homes, a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at **Bhopal**, (PAN AAIFP6799H), represented by its authorized Partner _____, (Aadhar no. _____) authorized *vide* _____, hereinafter referred to as the "**Promoter**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the said firm, the survivor or survivors of them and their heirs, executors and administrators of the last surviving partner and his/her/their assigns).

AND

[If the Allottee is 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) “Amenities” includes amenities mentioned and specified under Schedule ‘D’ and Schedule ‘E’ of this Agreement. “Covered/open parking space” means an enclosed or Covered/open area as approved by the competent authority for parking of vehicles of the allottees which may be in stilt and/or podium and/or space provided by mechanized parking arrangements but shall not include garage .
- (d) “Rules” means the Real Estate (Regulation and Development) (General) Rules, 2016 made under the Real Estate (Regulation and Development) Act, 2016;
- (e) “Regulations” means the Regulations made under the Real Estate (Regulation and Development) Act, 2016; (e) “section” means a section of the Act.
- (b) “**FACILITY FOR PARKING** ” shall mean the open or covered space as marked in the plan provided on the Said Land for parking of a car and/ or a scooter as per the agreement to be executed between the allottee(s) and the promoter(s)

- (c) **“MAINTENANCE AGENCY”** means M/s. Pradhan Homes, a company registered under the Partnership Act 1956 having its registered office at Ansal Pradhan Enclave, Near Dana Pani Restaurant, Bawadia Kalan, Bhopal 462039 or such other person/s, firm or company as may be appointed in place and instead of M/s. Pradhan Homes Maintenance Services in terms of the Maintenance Agreement.
- (d) **“MAINTENANCE AGREEMENT”** means a tripartite Maintenance Agreement to be executed by and between the Promoter, the Buyer and the Maintenance Agency in the format contained in **Schedule “G”** has been read by both the parties and shall be signed before the final transfer of the unit hereto.
- (e) **“Possession of PARKING”** means a Certificate of transfer of possession of allotted parking open/covered allotted from promoter(s) to Allottee(s) as contained in Schedule “D1” has been read by both the parties and shall be signed before the final transfer of the unit hereto.

WHEREAS:

- A. The Promoter is the absolute and lawful owner of [khasra nos.13/1/1/1/002 Patwari Halka No.20 survey nos.] [The details of the land as per local laws have been enclosed herewith as Annexure 1] 1.40Acres(.5679 Hect) totally admeasuring 5679 square meters situated at Huzur Tehsil & District Bhopal (**“Said Land”**) vide sale deed(s) dated _____ registered as documents no. _____ at the office of the Sub-Registrar;
- B. The Said Land is earmarked for the purpose of building a [commercial/residential/*any other purpose*] project, comprising multistoried apartment buildings and at connecting podium at level 1 and others. and the said project shall be known as **‘PRADHAN PRISTINE’ (“Project”)**;

Provided that where land is earmarked for any institutional development the same shall be used for those purposes only and no commercial/residential development shall be permitted unless it is a part of the plan approved by the competent authority;
- C. The promoter functioning under the name and style of M/s Pradhan homes a partnership firm registered in Bhopal(M.P.) is undertaking the development of the said land which shall be comprising of various buildings consisting of residential units. Though the promoter herein has right to develop the entire project land, the promoter has decided to carry out construction/development in phases and accordingly has identified/earmarked portion out of the project land as PRADHAN PRISTINE and the corresponding development is only the subject matter of this agreement and the said project.
- D. The construction/development of PRADHAN PRISTINE unit of the said project has been registered with the Real Estate Regulatory Authority (herein referred to as **“Authority”**), under the provision of section 5 of the real Estate (Regulation and Development) Act,

2016 (herein after referred to as "Rera Act" read with the provisions of Madhya Pradesh Real Estate (Regulation and Development) Rules, 2017 (herein after referred to as "Rera Rules). The authority has duly issued the certificate of registration No. Dated for the project and a copy. Copy of the Rera certificate is annexed and marked herewith as **Annexure "2"**

- E. 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;
- F. **The TOWN & COUNTRY DEPARTMENT**, Bhopal Office has granted the commencement certificate to develop the Project *vide* approval dated **10.01.2020** bearing registration no. **BPLLP-5911/LP-156/29(1)/TNCP/Dist BHOPAL/2018**;
- G. The Promoter has obtained the final layout plan, sanctioned plan, specifications and approvals for the Project and also for the apartment, plot or building, as the case may be, from **BHOPAL MUNICIPAL CORPORATION**, Bhopal , Colony development permission No. 947 dated 10.09.2020 from the Colony Cell Bhopal Municipal and the Building permission no. PMT/BHO/0269/204/2021 dated 16.02.2021 and application no. BHO/BHO/BHO/0269/777/2020 from BUILDING PERMISSION CELL of Nagar Palika Nigam Bhopal. Provisional fire Noc No. 6100000315/FNOC/COL/2021/9398 dated 27.01.2021. Environmental clearance Consent No. CTE53004 dated 16.02.2021 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 completed all the legal formalities with respect to the right, title and interest in respect of the project land on which the said project is to be constructed. The Promoter herein alone has sole and exclusive right to sell the Apartments in the said project to be constructed by the Promoter on the project land and is fully competent to enter into agreement/s with the Allottee/s, lessee, mortgagee, of the Apartments and to receive the sale price in respect thereof.**
- I. 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. _____;
- J. The Allottee had applied for an apartment in the Project *vides* application no. _____ dated _____ and has been allotted apartment no. _____ having Built-up Area _____ square meter , carpet area of _____ square meter and type _____, on _____ floor in [tower/block/building] no. _____ ("**Building**") along with Covered/open parking no. _____ admeasuring _____ square meter in the _____ and Super Built Up area _____ square meter, as permissible under the applicable law and of *pro rata* share in the common areas

("Common Areas") as defined under clause (n) of Section 2 of the Act(hereinafter referred to as the "Apartment" more particularly described in **Schedule A** and the floor plan of the apartment is annexed hereto and marked as **Schedule B**);

- 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;
- L. That the main and material aspect of the multi phase development of the said project as sanctioned under the RERA certificate , are briefly stated below:

- The PRADHAN PRISTINE project is part of a residential Housing development project which shall comprise of Apartments/Flats
- The facilities and amenities which are the part of apartment/Flat in the PRADHAN PRISTINE project that may be usable by the allottee and are listed in the Schedule "D".
- The common area facilities and amenities in the whole project that may be usable by the allottee and are listed in the schedule "E" (hereunder referred to as "Whole Project Amenities")
- The promoter shall be entitled to designate any spaces/ areas in the real estate project (including on the terrace and common services area of the_PRADHAN PRISTINE project) for third party service providers, for facilitating provision and maintenance of utility services (such as power, water, drainage and radio and electronic communication) to be availed by the allottee and other allottees of apartment/flat in the project PRADHAN PRISTINE and/or other allottees in the whole project. Such designation may be undertaken by the promoter on lease, leave and license basis or such other method. For the purpose , the Promoter/authorised licensee / designated agencies to carry on the work for the said development project.

- M. That the Promoter has given inspection to the allottees of all the documents related to the ownership , NOCs from fire department, pollution control board , development permissions and layout plans of the buildings respective floors and Apartment/Flats of the said project hereunder written and also the plans, designs and specifications of the said building as are specified under the RERA Act 2016

After the Allottee/s enquiry, the Promoter herein has requested to the Allottee/s to carry out independent search by appointing their own attorney/advocate and to ask any queries, they have regarding the marketable title and rights and authorities of the Promoter. The Allottee(s) have satisfied themselves in respect of marketable title and rights and authorities of the Promoter herein. That the allottee has given his specific confirmation herein that the responsibility of title of the said land be on the Developer up and until the conveyance of the said building/phase/ wing and the said land thereunder.

- N. The Promoter has obtained some of the sanctions/approvals from the concerned local authority(s) to the plans, the specifications, elevations, sections and of the said building/s and shall obtain the balance approvals from various authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the said Building which ever is being provided by the competent authority at the time so applied.
- O. The allottee has independently made himself aware about the specifications provided by the promoter and he is aware of the limitations, usage policies and maintenance of the installed items, fixtures and fittings of the same and have been annexed and marked as Schedule F.
- P. 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;
- Q. 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;
- R. 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 [Apartment/Flat] and the Covered/open parking (if applicable) as specified in para J .
- S. The Promoter shall be entitled to put hoarding/boards of their Brand Name Pradhan Homes its sister concerns groups and other upcoming projects in a form of Neon Signs, MS Letters, Vinyl , Sun Board , led display or any other latest available technology on the Real Estate Project and on the façade, terrace, compound wall or other part of the Real Estate Project. The Promoter shall also be entitled to place, select, decide hoarding/board sites.

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 (Consideration/Price of the said apartment):**
 - 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/Flat] as specified in para J . copy of the particulars of the Apartment/plot/Villa, is described in the Schedule "A" and as shown in the floor plan **Annexed** and marked herewith the agreement as **Schedule "B" herto.**

1.2 The Allottee hereby agrees to purchase from the promoter, and the promoter hereby agrees to sell to the allottee, Covered/open parking spaces bearing Nos. [] situated at and/or stilt and/or podium level being constructed in the layout of the said land.

1.3 The Total Price for the [Apartment/Flat] based on the carpet area , **built up area** is Rs. _____ (Rupees _____ only ("Total Price") (Give break up and description):

- (a) Apartment No. _____;
- (b) Type _____
- (c) Floor No. _____;
- (d) Tower No. _____ ("Building");
- (e) Carpet Area _____ sq. ft.
- (f) Built up area (inclusive of walls, balcony, wash & veranda) of _____ sq. ft.;
- (g) No. of parking spaces for car(s) _____
- (h) Private Green area if applicable _____
- (i) Super Built Up Area _____ sq. ft.;

Total Price in Rupees _____.

Block/Building/Tower no. _____ Apartment no. _____ Type _____ Floor _____	Rate of Apartment per square feet*
Total price (in rupees)	_____

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

[AND] [if/as applicable]

Covered/open/open parking- 1	Price for 1 st
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Covered/open parking - 2	Price for 2 nd
Total price (in rupees)	_____

Explanation:

- (i) The Total Price above includes the booking amount paid by the allottee to the Promoter towards the [Apartment/Flat];
- (ii) The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Goods & Services 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/plot to the allottee and the project to the association of allottees or the competent authority, as the case may be :

Provided that in case there is any change / modification in the taxes, the subsequent amount payable by the allottee to the promoter shall be increased/reduced based on such change / modification:

Provided further that if there is any increase in the taxes after the expiry of the scheduled date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said project by the Authority, as per the Act, the same shall not be charged from the allottee;

- (iii) The Promoter shall periodically intimate in writing to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment demanded by the Promoter within the time and in the manner specified therein. In addition, the Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;
- (iv) The Total Price of [Apartment/Flat] 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 but shall not include the club development charges and includes cost

for providing all other facilities, amenities and specifications to be provided within the [Apartment/Flat] and the Project.

- 1.4 The total aggregate consideration amount for the said apartment including Covered/open parking spaces in thus Rs..... (in words) (herein referred to as “total price “)
- 1.5 For the ease of parking management, the Flat allottee(s)/owner(s)/Resident(s) shall be alloleted the designated parking space opted at time of agreement/allotment letter/afterwards. Additional authorized Covered/open car parking may be allotted by the promoters in future subject to availability and fixed charge as per the terms & conditions of the parking allotment previlaling at that time.
- 1.6 The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments. Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said project by the Authority, as per the Act, the same shall not be charged from the allottee.
- 1.7 The Allottee(s) shall make the payment as per the payment plan set out in **Schedule C (“Payment Plan”)**.
- 1.8 The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee by discounting such early payments @ _____% per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.
- 1.9 It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described herein at Schedule ‘D’ and Schedule ‘E’ (which shall be in conformity with the advertisement, prospectus etc., on the basis of which sale is effected) in respect of the apartment, plot or building, as the case may be, without

the previous written consent of the Allottee as per the provisions of the Act. Provided that the Promoter may make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act.

- 1.10 *[Applicable in case of an apartment]* The Promoter shall confirm to the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate* is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area subject to the variation of 3% (three per cent) . 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 3% 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 1.5 of this Agreement.
- 1.11 Subject to para 9.3 the Promoter agrees and acknowledges, the Allottee shall have the right to the [Apartment/Flat] as mentioned below:
- (i) The Allottee shall have exclusive ownership of the [Apartment/Flat];
 - (ii) The Allottee shall also have undivided proportionate share in the Common Areas. Since the share / interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the promoter shall hand over the common areas (excluding club house facilities) to the association of allottees 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/Flat] 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 fire-fighting equipment in the common areas, maintenance charges as per para 11 etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the [Apartment/Flat] and the Project;

- 1.12 It is made clear by the Promoter and the Allottee agrees that the [Apartment/Flat] along with ____ Covered/open 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 with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee.
- 1.13 That the Allottee shall has the right to use the allotted car parking space only for the purpose of parking vehicle. However, the allottee shall not be allowed in any manner to alter, modify, **block , create any hindrance, Lease out , sub lease (to any person or institution other than residents of the building)or/and** do any sort of construction work in the allotted parking space.
- 1.14 The Promoter agrees to pay all outgoings before transferring the physical possession of the apartment to the Allottee(s), 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, 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 there for by such authority or person.
- 1.15 The Allottee has paid a sum of Rs. _____ (Rupees _____ only) as booking amount being part payment towards the Total Price of the [Apartment/Flat] at the time of application the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the [Apartment/Flat] as prescribed in the Payment Plan [**Schedule C**] as may be demanded by the Promoter within the time and in the manner specified therein:

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

2. **MODE OF PAYMENT:**

2.1 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 '**M/s Pradhan Homes**' payable at **Bhopal**.

2.2 On a written demand being made by the Promoter upon the allottee with respect to a payment amount (whether Sale Consideration or any other amount payable in terms of this agreement), the allottee shall pay such amount to the promoter, within 15 days of the promoter's said written demand, without any delay, demur or default. 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 or this allotment shall be cancelled /terminated.

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

3.1 The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made there under or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to 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/Flat], if any, in his/her name as the promoter may in its sole

discretion deem fit 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/Flat] to the Allottee and the common areas to the association of allottees or the competent authority, as the case may be.

6. CONSTRUCTION OF THE PROJECT/ APARTMENT:

The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the [Flat/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 shall not have an option to make any variation /alteration / modification in such plans, other than in the manner provided under the Act.

7. POSSESSION OF THE APARTMENT/PLOT/:

7.1 The promoter shall give possession of the apartment/flat to the allottee on or before DD/MM/YEAR ("Possession Date"). Provided however, that the promoter shall be entitled to extension of time for giving delivery of the apartment/flat on the possession date, if the completion of the real Estate Project is delayed on account of any or all of the following factors:

- Any force Majeure Events;
- Any notice, order, rule, notification, of the government and/or by any other public or competent authority/court;
- Any stay order / injunction order issued by any court of law, competent authority , BMC, Statutory authority ;
- Any other circumstances that may deemed reasonable by the authority.

7.2 **Schedule for possession of the said [Apartment/Flat/]** - The Promoter agrees and understands that timely delivery of possession of the [Apartment/Flat] 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 this Agreement. The Promoter

assures to hand over possession of the [Apartment/flat] along with ready and complete common areas with all specifications, amenities and facilities of the project in place on _____, 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/Flat], provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the allotment within 60 days from that date. The promoter shall intimate the allottee about such termination at least thirty days prior to such termination. After refund of the money paid by the Allottee, the Allottee agrees that he/ she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

- 7.3 **Procedure for taking possession** - The Promoter, upon obtaining the occupancy certificate* from the competent authority shall offer in writing the possession of the [Apartment/Flat], to the Allottee in terms of this Agreement to be taken within two months from the date of issue of occupancy certificate. [Provided that, in the absence of local law, the conveyance deed in favour of the allottee shall be carried out by the promoter within 3 months from the date of issue of occupancy certificate]. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee, after taking possession, agree(s) to pay the maintenance charges as determined by the Promoter/association of allottees, as the case may be after the issuance of the completion certificate for the project. The promoter shall hand over the occupancy certificate of the apartment/plot, as the case may be, to the allottee at the time of conveyance of the same.
- 7.4 **Failure of Allottee to take Possession of [Apartment/Flat]** - Upon receiving a written intimation from the Promoter as per para 7.2, the Allottee shall take possession of the [Apartment/Flat] from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the [Apartment/Flat] to the allottee. In case the Allottee fails to take possession within the time provided in para 7.2, such Allottee shall continue to be liable to pay maintenance charges
- 7.5 **Possession by the Allottee** - After obtaining the occupancy certificate* and handing over physical possession of the [Apartment/Flat] to the Allottees, it shall be the

responsibility of the Promoter to hand over the necessary documents and plans, including common areas, to the association of Allottees or the competent authority, as the case may be, as per the local laws. [Provided that, in the absence of any local law, the promoter shall handover the necessary documents and plans, including common areas, to the association of allottees or the competent authority, as the case may be, within thirty days after obtaining the completion certificate].

7.6 **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 by the promoter to the allottee within 60 days of such cancellation.

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

Except for occurrence of a Force Majeure event, if the promoter fails to complete or is unable to give possession of the [Apartment/Flat]

- (i) in accordance with the terms of this Agreement, duly completed by
1 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/Flat], 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/Flat], 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 [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 [Apartment/Flat];
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and [Apartment/Flat] are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Building and [Apartment/Flat] and common areas;
- (vi) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- (vii) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Land, including the Project and the said [Apartment/Flat] which will, in any manner, affect the rights of Allottee under this Agreement;
- (viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said [Apartment/Flat] to the Allottee in the manner contemplated in this Agreement;
- (ix) At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the [Apartment/Flat] 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, 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;
- (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/Flat] to the Allottee within the time period specified in para 7.1 or fails to complete the project within the stipulated time disclosed at the time of registration of the project with the Authority. For the purpose of this para, 'ready to move in possession' shall mean that the apartment 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 there under.

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

- (i) Stop making further payments to Promoter as demanded by the Promoter. If the Allottee stops making payments, the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any interest; or
- (ii) The Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee under any head 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/Flat], which shall be paid by the promoter to the allottee within forty-five days of it becoming due.

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

- (i) In case the Allottee fails to make payments for 2 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 2 consecutive months after notice from the Promoter in this regard, the Promoter may cancel the allotment of the [Apartment/Flat] in favour of the Allottee and refund the money paid to him by the allottee by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated. Provided that the promoter shall intimate the allottee about such termination at least thirty days prior to such termination.

10. CONVEYANCE OF THE SAID APARTMENT:

The Promoter, on receipt of Total Price of the [Apartment/Flat] as per para 1.2 under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the [Apartment/Flat] together with proportionate indivisible share in the Common Areas within 3 months from the date of issuance of the occupancy certificate* and the completion certificate, as the case may be, to the allottee. [Provided that, in the absence of local law, the conveyance deed in favour of the allottee shall be carried out by the promoter within 3 months from the date of issue of occupancy certificate]. However, in case the Allottee fails to deposit the stamp duty and/or registration charges within the period mentioned in the notice, the Allottee authorizes the Promoter to withhold registration of the conveyance deed in his/her favour till payment of stamp duty and registration charges to the Promoter is made by the Allottee.

11. MAINTENANCE OF THE SAID BUILDING / APARTMENT / PROJECT:

11.1 The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the association of allottees or/and period of of 5 years upon the issuance of the

completion certificate or first possession of the project. The cost of such maintenance has been included in the Total Price of the [Apartment/Flat].

- 11.2 The Promoter shall maintain road (patch work) and garden within the Project area and shall provide a security guard on the main gate, without any charge from the Allottee for a period of 5 years or first possession whichever is earlier.
- 11.3 The Allottee shall pay Rs. _____ as a cumulative payment at the beginning of the year on _____ (date) to the Promoter as per month charges for the maintenance of street light, water supply of _____ liters/month and sweeper. Such cumulative payment shall be referred to as "Society Contribution Charges". In case of, Allottee need extra water supply, then Allottee has to pay Rs. _____ as per the meter reading. If the Allottee fails to pay the above mentioned amount within the stipulated time period, he shall not be allowed to avail such facilities and to raise any objection therein after. Such Allottee would be able to avail such facilities only on the payment of penalty of Rs. _____ on the delayed payment.
- 11.4 The Allottees shall cumulatively bear the cost of any sudden or unforeseen expenditure such as burning of a tube-well motor, extra water supply by tanker etc.

12. **DEFECT LIABILITY:**

- 12.1 It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the agreement for sale relating to such development is brought to the notice of the Promoter within a period of 5 (five) years by the Allottee from the date of handing over possession, 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 however, that the Allottee/s shall not carry out any alterations of the whatsoever nature in the said apartment/Flat. If any of such works are carried out without the written consent of the Promoter the defect liability automatically shall become void. The word defect here means only the manufacturing and workmanship defect/s caused on account of wilful neglect on the part of the Promoter, and shall not mean defect/s caused by normal

wear and tear and by negligent use of apartment by the Occupants, vagaries of nature etc.

- 12.2 That it shall be the responsibility of the allottee to maintain his unit in a proper manner and take all due care needed including but not limiting to the joints in the tiles in his flat are regularly filled with white cement/epoxy or any other relevant treatment to prevent water seepage.

Further where the manufacturer warranty as shown by the developer to the allottee ends before the defects liability period and such warranties are Covered/open under the maintenance of the said unit/building/phase/ wing, and if the annual maintenance contracts are not done/renewed by the allottee/s the promoter shall not be responsible for any defects occurring due to the same. It shall be the duty of the Allottee to visit the site and satisfy Him/her in all respect about the quality of construction. It shall be responsibility of the allottee to satisfy himself/herself in all respect before taking possession of the Apartment/Flat.

- 12.3 It is expressly agreed that before any liability of defect is claimed by or on behalf of the allottee, it shall be necessary to appoint an expert who shall be a nominated surveyor who shall survey and assess the same and shall then submit a report to state the defects in materials used, in the structure built of the Apartment/flat and in the workmanship executed keeping in mind the aforesaid agreed clauses of this agreement.

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, Club house areas, garages/Covered/open parking, parking spaces and other amenities for providing necessary maintenance services and the Allottee agrees to permit the association of allottees and/or maintenance agency to enter into the [Apartment/Flat] or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

14. USAGE:

Use of Basement and Service areas: The basement(s) and service areas, if any, as located within the PRADHAN PRISTINE , shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, fire fighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the services

areas and the basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the association of allottees formed by the Allottees for rendering maintenance services.

15. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT:

- 15.1 Subject to para 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the [Apartment/Flat] at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the [Apartment/Flat], 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/Flat] and keep the [Apartment/Flat], its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.
- 15.2 In order to ensure structural safety of the project , the Allottee expressly agrees not to demolish or cause to be demolished the Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Apartment or any part thereof, and shall keep the portion, sewers, drains and pipes in the Apartment and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC Shear Walls Pardi or other structural members in the Apartment without the prior written permission of the Promoter and/or the Society and/or the concerned authorities.
- 15.3 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. 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/Flat] or place any heavy material in the common passages or staircase of the Building. The Allottee shall also not remove any wall, including the outer and load bearing wall of the [Apartment/Flat].
- 15.4 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 or the promoters. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

15.5 The allottee shall obtain "No objection Certificate" from the Promoters in case of resale and/or transfer of the Apartment/Flat allotted by paying transfer charges for total area of plot according to the rate as per Govt./semi-govt./Housing agency's norm whichever is higher, until the formation of a Society/Association.

16. **DEPOSITS BY ALLOTTEE/S WITH THE PROMOTER:**

The Allottee shall on or before delivery of possession of the said premises keep deposited with the Promoter, the following amounts :

- i) Rs. for formation and registration of the Society;
- ii) Rs. for share money, application fee/registration fee of the member of the Society;
- iii) Rs.for security deposit towards provisional monthly contribution towards outgoings of Society ;

17. Loan and mortgage

17.1. The Allottee shall be entitled to avail loan from a bank/financial institution and to mortgage the said Apartment/Plot/Villa by way of security for repayment of the said loan to such bank/financial institution, **with the prior written consent of the Promoter**. The Promoter shall be entitled to refuse permission to the Allottee for availing any such loan and for creation of any such mortgage/charge, in the event the Allottee has/have defaulted in making payment of the Sale Consideration and/or other amounts payable by the Allottee under this Agreement.

17.2. All the costs, expenses, fees, charges and taxes in connection with procuring and availing of the said loan, mortgage of the said Apartment/Plot/Villa, servicing and repayment of the said loan, and any default with respect to the said loan and/or the mortgage of the said Apartment/Plot/Villa, shall be solely and exclusively borne and incurred by the Allottee. The Promoter shall not incur any liability or obligation (monetary or otherwise) with respect to such loan or mortgage.

17.3. The agreements and contracts pertaining to such loan and mortgage shall not impose any liability or obligation upon the Promoter in any manner, and shall be subject to and shall ratify the right and entitlement of the Promoter to receive the balance Sale Consideration and balance other amounts payable by the Allottee under this Agreement.

17.4. In the event of any enforcement of security/mortgage by any bank/financial institution, the Promoter shall be entitled to extend the necessary assistance/support as may be required under applicable law.

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

The Parties are entering into this Agreement for the allotment of a [Apartment/Flat] with the full knowledge of all laws, rules, regulations, notifications applicable to the project.

19. ADDITIONAL CONSTRUCTIONS AND AMENITIES:

19.1 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(s) and disclosed, except for as provided in the Act.

19.2 The facilities and amenities in the said apartment/flat that may be usable by the Allottee are listed in the Schedule "D" and parking dealtis if opted as mentioned in schedule "D1" hereunder written. The common areas, Facilities and amenities in the Whole Project that may be usable by the allottee and are same listed in the Schedule "E" hereunder written. The internal fitting and fixtures in the said Apartment/Flat that shall be provided by the Promoter are listed in the Schedule "F" hereunder written.

Provided that the usage of said facilities/amenities as mentioned under schedule "D" shall be subject to the facilities opted by the allottee .

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

21. FORMATION OF THE ASSOCIATION OR SOCIETY :

21.1. Upon 51% of the total number of Apartments/Flats in the Real Estate Project being booked by allottees or earlier if the promoters feels suitable , the Promoter shall facilitate to form an association or society, as the case may be, of the allottees, or a federation of the same, of units/Apartment/Flat/Villa in the said Project, under the laws applicable, read with RERA and the RERA Rules.

- 21.2 The Allottee shall, along with other allottees of Apartments/Plots/units in the Real Estate Project, join in forming and registering an association or society under the provisions of the laws applicable read with the provisions of the RERA and RERA Rules, in which the allottees of the Apartment/Plot/Villa/units in the Real Estate Project alone shall be joined as members (“**the Society**”).
- 21.3 For this purpose, the Allottee shall from time to time sign and execute the application for registration and/or membership and all other papers, forms, writings and documents necessary for the formation and registration of the Society and for becoming a member thereof, including the bye-laws of the Society and shall duly fill in, sign and return to the Promoter within 7 (seven) days of the same being made available to the Allottee, so as to enable the Promoter to register the Society. No objection shall be taken by the Allottee if any changes or modifications are made in the draft/final bye-laws of the Society, as may be required by the Competent Authority.
- 21.4. The name of the Society shall be solely decided by the Promoter.
- 21.5. The Society shall admit all purchasers of Apartments/Plot in the said Project as members, in accordance with its bye-laws.
- 21.6. The Promoter shall be entitled, but not obliged to, join as a member of the Society in respect of unsold Apartment/Plot/Villa in the Real Estate Project, if any. Post execution of the Society Conveyance, the Promoter shall continue to be entitled to such unsold Apartment/Plot/Villa and to undertake the marketing etc. in respect of such unsold Apartment/Plot/Villa. The Promoter shall not be liable or required to bear and/or pay any amount by way of contribution, outgoings, deposits, transfer fees/charges and/or non-occupancy charges, donation, premium any amount, compensation whatsoever to the Society/Association of Allottees for the sale/allotment or transfer of the unsold Apartment/Plot/Villa in the Real Estate Project or in the Whole Project.
- 21.7. Post execution of the Society Conveyance, the Society/Association shall be responsible for the operation and management and/or supervision of the Real Estate Project, and the Allottee shall extend necessary co-operation and shall do the necessary acts, deeds, matters and things as may be required in this regard.
- 21.8. The cost, charges, expenses, levies, fees, taxes, duties, including stamp duty and registration charges, with respect to the formation of the Society or

Association including in respect of (a) any documents, instruments, papers and writings, (b) professional fees charged by the Advocates & Solicitors engaged by the Promoter for preparing, drafting and approving all such documents, shall be borne and paid by the respective Society/Association and their respective members/intended members including the Allottee, as the case may be, and the Promoter shall not be liable toward the same.

22. CONVEYANCE TO AN ASSOCIATION OR SOCIETY:

On or before or within 3 months from the date of issuance of the Full Occupation Certificate with respect to the Real Estate Project, whichever is later, the Real Estate Project with the common areas, facilities and amenities described in the **Schedule "D"** hereunder written shall be conveyed to the Society vide a registered indenture of conveyance, provided however that the podium and stilts shall be retained by the Promoter and shall not be conveyed to the Society ("**Society Conveyance**"). The Society shall be required to join in execution and registration of the Society Conveyance. The costs, expenses, charges, levies and taxes on the Society Conveyance, Conveyance Deed of the common area and the transaction contemplated thereby including stamp duty and registration charges shall be borne and paid by the Society alone. Post the Society Conveyance, the Society shall be responsible for the operation and management and/or supervision of the Real Estate Project including any common areas facilities and amenities and the Promoter shall not be responsible for the same.

23. 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 The Madhya Pradesh Prakoshtha Swamitva Adhiniyam, 2000 [*Please insert the name of the state Apartment Ownership*] Act). The Promoter showing compliance of various laws/regulations as applicable in Madhya Pradesh Prakoshtha Swamitva Rules, 2019.

24. 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 Office of Sub-Registrar Stamps & Duties Bhopal as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the

Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

25. 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/plot/building, as the case may be.

26. RIGHT TO AMEND:

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

**27. 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/Flat] and the Project shall equally be applicable to and enforceable against and by any subsequent Allottees of the [Apartment/Flat], in case of a transfer, as the said obligations go along with the [Apartment/Flat] for all intents and purposes.

28. WAIVER NOT A LIMITATION TO ENFORCE:

28.1 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 [Schedule 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.

28.2 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.

29. SEVERABILITY:

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made there under or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made there under or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

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

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

31. 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.

32. PLACE OF EXECUTION:

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

33. 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 _____ Promoter name
_____ (Promoter Address)

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

30. JOINT ALLOTTEES:

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

31. PAYMENT OF STAMP DUTY, REGISTRATION FEE & LEGAL CHARGES:

The Allottee/s herein shall bear and pay stamp duty and registration fees and all other incidental charges etc. in respect of this agreement and all other agreements or any final conveyance deed which is to be executed by the Promoter in favour of Allottee/s or Association/Society i.e organisation as may be formed in which the Allottee/s will be the member. The Allottee shall also pay to the Promoter a sum of Rs. for meeting all legal costs, charges and expenses, including professional costs of the AttorneyatLaw/ Advocates of the Promoter in connection with formation of the said Society, or Limited Company, or Apex Body or Federation and for preparing its rules, regulations and byelaws and the cost of preparing and engrossing the conveyance or assignment of lease.

32. SAVINGS:

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

33. GOVERNING LAW:

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

34. **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.

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

35. The **SALIENT FEATURES** of this Project are:

[In case of Apartments/ Houses/ Shops]

**SALIENT FEATURES OF AGREEMENT FOR SALE
(APARTMENTS/ HOUSES/ SHOPS)**

S.No.	Item	Details
1	Name of Project	PRADHAN PRISTINE
2	Location (City)	Bhopal
3	Unit no:	
4	Type (Singlex, Duplex, Apartment, Plot)	
5	Area of Plot (if applicable)	(sq.mt.)
6	Carpet area of Unit (as per Sec 2(k) of RERA Act)	(sq.mt.)
7	Carpet area of exclusive Covered/open balcony, verandah, terrace	(sq.mt.)
8	Super built-up area of Unit	(sq.mt.)

9	Number of allotted parking spaces and type(Stilt, basement, garage, Covered/open shed)	
10	Price of Unit (inclusive of all development, amenities, parking, but excluding Tax)	Rs
11	Taxes and duties (as on date of Agreement)	Rs
12	TOTAL price (inclusive of tax)	Rs
13	Advance deposit that will be payable towards maintenance (corpus to be handed over to RWA if maintenance is to be done by RWA)	Rs
14	Proposed date of grant of possession of the Unit to the allottee, including completion of the essential common facilities (internal roads & drainage, external electrification, water supply arrangement, sewage disposal arrangement, levelling of playground/recreational area/open area).	
15	List of other major amenities assured in the project (such as swimming pool, club house, gardens, neighbourhood shopping) if any, and proposed dates of completion of each of these amenities	
16	Rate of Interest payable by buyer in case of late payment of instalments according to agreed schedule, and payable by promoter in case of default as per terms of agreement	(% per annum)

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

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Allottee: (including joint buyers)

(1) Signature _____
Name _____
Address _____

Please affix
photograph
and sign
across the
photograph

(2) Signature _____
Name _____
Address _____

Please affix
photograph
and sign
across the
photograph

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Promoter:

(1) Signature (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 _____

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

Schedule A ----- (Description of Scheduled land)

Schedule B - - - - (Floor Plan of the Apartment /Flat/villa in the Project)

SCHEDULE- C ----- (Payment Plan)

Schedule D (facilities and amenities in the said apartment/flat)

Schedule D 1 --- Parking agreement

Schedule E (The common areas, Facilities and amenities in the Whole Project that may be usable by the allottee)

Schedule F-----(List of items installed in the Unit ----- limitations, usage policies and maintenance of the installed items, fixtures and fittings)

Schedule G (MAINTENANCE AGREEMENT)

Annexure 1 - The details of the land as per local laws have been enclosed herewith.

Annexure 2 - . Copy of the Rera certificate is annexed and marked herewith as **Annexure "2"**