

ANNEXURE 'A' □

[See rule 9]

AGREEMENT FOR SALE

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

By and Between

M/s Shrida Developers Through Mr. Ashish Agrawal, son of Mr. Gopal Agrawal, aged about 37 Years, having its office at 13, Brijeshwari Tower, Prakash Nagar Square Indore (M.P.), (PAN ADPPA6337C), hereinafter called the "Promoter" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assigns).

AND

[If the Allottee is 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 an assigns).

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

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

Note:

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

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

(c) "Rules" 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.

(e) "Condominium / Association of Allottees" means the association of the apartment 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. The Promoter is the absolute and lawful owner of piece of Land bearing Khasra no. 113/8/4 MIN-1, 113/8/4 MIN-2 and 113/8/5 admeasuring 0.182 hectares (1820 square meters) situated at Village Hukmakedi Tehsil – Indore & District INDORE (M.P.) (“Said Land”) vide sale deed(s) details are as under

1. Kh No. 113/8/4 MIN-1 admeasuring 0.055 hectare dated 18/11/2014 registered as documents no. 1797 at the office of the Sub-Registrar Indore .

2. Kh No. 113/8/4 MIN-2 admeasuring 0.054 hectare dated 16/10/2014 registered as documents no. 1585 at the office of the Sub-Registrar Indore .

3. Kh No. 113/8/5 admeasuring 0.073 hectare dated 18/11/2014 registered as documents no. 1798 at the office of the Sub-Registrar Indore .

B. The Firm planned to develop a residential building on the aforesaid land and has obtained permission from Town and Country Planning Indore vide Memo no. 5582 dated 07/07/2018.

C. Diversion order from the Collectorate Office Indore vide order no. 11/A2/2018-19 dated 21/12/2018.

Further development permission vide 4273/COLONY CELL /2019 dated 31/01/2019 has been obtained from IMC Indore. The said land 0.182 hectare land is earmarked for the purpose of building a Residential project (Multi-flatted dwelling units), comprising of 18 mt. multi-storey buildings as per sanctioned plan and the said project shall be known as ‘Shrida Residency ’ (“Project”).

B. 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;

C. The Promoter has obtained the Building Permission from Indore Municipal Corporation, Indore vide letter no. 2618/IMC/Z14/W79/2019 dated 21/05/2019.

D. The Promoter has obtained the final layout plan, sanctioned plan, specifications and approvals for the building from the competent authority. The Promoter agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with section 14 of the Act and other laws as applicable;

F. The Promoter has registered the Project under the provisions of the Act with the Madhya Pradesh Real Estate Regulatory Authority at BHOPAL on _____ under registration no. _____;

G. The Allottee had applied for an apartment in the Project vides application no. _____ dated _____ and has been allotted apartment no. _____ having carpet area of _____ square meter (_____ square feet) with balcony having area of _____ square meter (_____ square feet) type _____, on _____ floor in Block _____ (“Building”) The Built-up area (i.e. the area including

external walls, Exclusive Balcony and/or Foyer and/or Terrace etc.) is----- Sq. Fts. & Super B/up area is..... Sq. Fts.

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

I. 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;

J. 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;

K. 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

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 here in above.

1.2 The Total Price for the Apartment based on the carpet area is Rs. _____ (Rupees _____ only ("Total Price") (Give break up and description):

Description	Amount (in Rupees)
Basic Price of Apartment including all external development charges as specified in Para G including balcony area.	
Any other charges	
Applicable Taxes	
Total Price (inclusive of Taxes and charge)	

So, The Total Price for the Apartment including all applicable Taxes is Rs. _____ to be dealt with in accordance with the clause number 1.7 contained hereinafter.

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 (if any) 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 Block 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:

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:

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

- (iii) The Promoter shall periodically intimate 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, lift, water line and plumbing, finishing with paint, tiles, doors, windows, fire detection and fire fighting equipment in the common areas etc., (more particularly described in Schedule –D & Schedule -E enclosed here with this agreement) includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment and the Project but in accordance with the common provisions made in the project.

1.3 The Total Price is escalation-free, save and except increases, which the Allottee hereby agrees to pay, due to increase because of development charges payable to the competent authority and/or

any other increase in charges which may be levied or imposed by any competent authority from time to time irrespective of the status of the apartment whether registered or pending for registration. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost and/or charges imposed by the competent authority and/or authorities, the Promoter shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments. Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said project by the Authority, as per the Act, the same shall not be charged from the allottee.

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

1.5 The Promoter not allow, any rebate for payments of instalments payable by the allottee by discounting such early payments.

1.6 It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described herein at Schedule 'D' and Schedule 'E' (which shall be in conformity with the advertisement, prospectus etc., on the basis of which sale is effected) in respect of the apartment, plot or building, as the case may be, without the previous 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.

1.7 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* 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. If there is any increase in 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 meter (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 Apartments 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 clarified that the promoter shall hand over the common areas to the association of allottees as per the provision of 'Madhya Pradesh Prakoshtha Swamitwa Adhinyam 2000' after duly obtaining the completion certificate from the competent authority as provided in the Act;

(iii) That the Allottee agrees that, all charges payable to various department for obtaining service connections to the said unit like electricity, telephone, water, sewer etc., including security deposits for sanction and release of such connection as well as informal charges pertaining thereto will be payable by the Allottee in addition to the amount payable by the Allottee of the said unit, as per Clause 1.2.

That the Allottee shall pay property tax, diversion tax and other statutory taxes and levies, as may be applicable, related to the said unit, directly to the Municipal Corporation, Panchayat or any other statutory bodies entitled to collect such taxes and levies, From the date of execution of the sale deed or handing over the possession of the unit (whichever is earlier) and shall ensure that no such liability falls upon the PROMOTERS.

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

1.9 It is made clear by the Promoter and the Allottee agrees that the [Apartment/Plot] along with ____ garage/covered 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. 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, 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.

1.11 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 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 'Shrida Developers' payable at INDORE (M.P.)

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, 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 the force majeure clause.

6. CONSTRUCTION OF THE 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 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. It is made clear by the Promoter and the Allottee agrees that the Unit shall be treated as a single indivisible unit for all purposes.

7. POSSESSION OF THE APARTMENT:

7.1 Schedule for possession of the said Apartment - 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/Plot along with ready and complete common areas with all specifications, amenities and facilities (as prescribe in relevant Schedule of this agreement) of the project in place on or before 30 Dec 2022, unless there is delay or failure due to any restrictions imposed by the Government or any competent authority, non availability of steel/cement/other building material, water or electric supply, war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project and any other reason beyond the control of the promoter ("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 received by the Promoter from the allotment within 45 days from that date. The promoter shall intimate the allottee about such termination at least thirty days prior to such termination. After refund of the money paid by the Allottee, the Allottee agrees that he/ she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

7.2 Procedure for taking possession - The Promoter, upon obtaining the occupancy 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 one 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 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 copy of occupancy certificate of the apartment/plot, 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 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 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* and handing over physical possession of the unit 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.

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 by the promoter to the allottee within two months of re-sale of the unit to another allottee.

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

Except for occurrence of a Force Majeure event, if the promoter fails to complete or is unable to give possession of the 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 ninety 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 ninety days of it becoming due.

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

The Promoter hereby according to the best knowledge 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;
- (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 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/occupancy certificate has been issued and possession of apartment, 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.
- (xiii) It is expressly agreed by the allottee that the warranty of the fitments , machines or products etc. , for which there is a separate warranty rendered by the manufacturer /

supplier shall prevail over and above any defect liability covered herein i.e. any such products, machines, fitments for which there is a separate warranty by its respective manufacturer / supplier. Then the defect liability for such products / machines /fitments etc. Shall be restricted to the warranty liability provided by such manufacturer / supplier and the promoter shall not at all be liable to provide any cure over and above the terms and conditions of such respective warranties. Warranty if any will be evocable only upon following of standard norms Prescribe for use / operation of the concern.

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;

(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 90 days of receiving the termination notice:

(iii) 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 ninety 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* 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 until payment of stamp duty and registration charges to the Promoter is made by the Allottee.

11. MAINTENANCE OF THE SAID APARTMENT:

The Promoter shall be responsible to provide and maintain essential services in the Project until the taking over of the maintenance of the project by the association of allottees upon the issuance of the completion certificate/ of the project. The cost of such maintenance has been included in the Total Price of the Apartment.

11.1 After the issuance of completion certificate the maintenance charges is to be paid to the association of allottees/Promoter of the project.

11.2 These maintenance charges shall be applicable / commenced from the date of completion certificate / occupancy certificate of the project irrespective of whether or not the allottee has got the specified apartment registered in their name or taken the physical possession of the same. That the allottee will be bound to pay minimum maintenance charges as decided by the company / maintenance agency on Super Built up Area on monthly basis from the date of receipt of completion certificate / occupancy certificate of the project.

11.3 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 the same shall not be tenable and the allottee shall be bound to pay the maintenance charges in the manner as stated herein above (any other applicable tax, charges or statutory levies or liabilities present or future are payable extra).

11.4 That the Allottee shall become the member of the society / LLP / Company / and body formed for maintenance of the township and / or agrees to enter into a maintenance agreement with any association / agency or other bodies including maintenance society of members formed (herein after

referred to as the 'Maintenance agency') as may be appointed / nominated / elected by the 'Promoters' from time to time for the various common services or facilities including the upkeep, repairs, security and maintenance etc. of the said project and its common areas, infrastructure and services / amenities. However if the society / LLP/ Company / and body formed for maintenance fails to take charge of maintenance of the project within a period of six months from the date of occupancy certificate, then the promoter may continue maintenance of the project on actual cost basis. The monthly maintenance cost of which is to be borne by the allottee.

11.5 The Allottee shall pay the share application money and the monthly maintenance charges regularly and within such prescribed time at such rates as may be decided by the said maintenance society / LLP / Company / and maintenance agency from time to time, from the date of offer of possession irrespective whether the Allottee is in occupation / possession of the said unit or not and shall also be abide by the rules and regulations and byelaws of the said maintenance society / LLP / Company / and body.

11.6 In order to secure due performance of the Allottee in prompt payment of the maintenance and other charges to the maintenance agency, the Allottee also agree to deposit with the Promoters / maintenance agency, an interest free maintenance security (IFMS) deposits, if made applicable at any point of time, even after the possession of the said Unit.

11.8 Further, the 'Promoters' or its nominated maintenance agency reserves the right to increase maintenance charges / IFMS deposits from time to time in keeping with the increase in the cost of maintenance of services and the Allottee agree to pay such increase as and when demanded by the 'Promoters' or its nominated agency.

11.10 The apartment holders and / or society / LLP / Company / and body formed for maintenance shall not charge anything from the 'Promoters' or its nominee or nominees or transferee any amount by way of monthly maintenance charges or any other charges or outgoings for the ownership use of such terrace, compound walls for display of advertisement or hoardings etc.

11.12 The Allottee shall pay Advance Maintenance Charges (AMC) for 1 years at the time of possession / deemed possession of the allotted unit to the 'Promoters' / 'Maintenance agency'. The Advance Maintenance Charges (AMC) as specified in clause 1.2 for one years have been fixed based on costs of service and materials / consumables as prevailing and may be changed depending on the variation and costs prevailing at the time of possession or as per actual cost basis during the maintenance period due to rise in cost of maintenance. The AMC shall be levied / payable from the date of deemed possession. That GST / other taxes, as applicable, on AMC shall be payable extra on maintenance charges.

11.13 A notarized copy of the document of transfer / conveyance or lease shall be furnished to the 'Promoters' / maintenance agency. Every lease Agreement shall stipulate as to the lesser or lessee who will pay all dues in relation to the maintenance of the unit to the 'Promoters' / 'maintenance agency' during the lease period. Nonpayment of dues may entail disconnection of electricity, water supply and other maintenance services to the unit.

11.14 It is brought to the notice of the Allottee that the common electric meters as well as the water connections will be in the name of the 'Promoters' herein and the Allottee/s and/or their society /

company shall get the same transferred in their name on completion of the project or earlier as the 'Promoters' may desire.

11.16 It is brought to the notice of the Allottee, at the time of handover of Maintenance of the project to the Society / LLP/ Company / Maintenance Agency / association of allottees / body formed for maintenance, It will be responsibility of such body formed for maintenance of project to transfer the names in various Government department's including but not limited to Fire Department, Indore Municipal Corporation, Pollution Department, Electrical Department ETC. and all other concerned legal and Government departments and agrees to take NOC and renew permissions from time to time from such respective departments and agrees to pay fees pertaining to it. The Promoter will not be responsible for any legal liability arising due to non payment of Fees to various departments or if NOC / renewal of permissions are not taken from respective department.

12. DEFECT LIABILITY:

It is agreed that in case any structural defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the agreement for sale relating to such development is brought to the notice of the Promoter within a period of 5 (five) years by the Allottee from the date of handing over possession of the first flat of the block, 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 defect liability mentioned herein this agreement shall be subject to the allottee not making any changes of whatsoever nature, whether structural or otherwise, or by way of relocation or by tempering or modification of any of the installed or provided components, facilities, fitments, finishes. Any breakage or damage, intentional or by negligence, subsequent to possession in the apartments or areas appurtenant to the apartment will not be covered under the defect liability.

Provided also that the benchmark of the workmanship shall be governed as specified in PWD norms and schedules. Any dispute relating to workmanship defect shall be resolved in light of these norms only.

Provided however that the warranty of the fitments, machines or products etc. For which there is a separate warranty rendered by the manufacturer / supplier of such fitments, machines or products etc. Shall prevail & supersede any defect liability covered herein i.e. any such products, machines, fitments for which there is a separate warranty by its respective manufacturer / supplier, then the defect liability for such products/ machines/ fitments etc. Shall be restricted and limited to the warranty liability provided by such manufacturer/supplier and the Promoter shall not 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 Service Areas, if any, as located within the Project, shall be earmarked for purposes such as parking spaces and services including but not limited to electric transformer, DG set space, underground water tanks, pump rooms, maintenance and service Area, 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 in any manner whatsoever, other than those earmarked uses, and the same shall be reserved as per declaration made here in this agreement & rest for use by the association of allottees formed by the Allottees for rendering maintenance services. It is expressly agreed herein that the uses of the Common areas & other areas, as define herein or otherwise, shall be governed as per 'Madhya Pradesh Prakoshtha Swamitwa Adhinyam' & terms & conditions contained therein.

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 unit 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 / nameplate, 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 unit 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 unit.

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.

15.4 The allottee hereby agree that he /she /they shall take "NO DUES Certificate " from the promoter / maintenance agency / society / association of residents before any sale / transfer of said apartment / flat to any third party without that the possession/ delivery can be restricted to the any third party by the promoter / maintenance agency / society / association of residents.

15.5 The allottee shall be authorized for the use of parking spaces only after complete payment as Payment plan agreed here under this agreement and registration of apartment in his name. The Allottee here by also agree that the parking spaces shall be used only for their personal vehicles & for no other purposes, the commercial vehicle shall not be allowed in the Parking spaces with the apartment.

15.6 The applicable rate of Interest in case of default by any of the Promoter or the Allottee for the allotment of the said Apartment to the Allottee here under this agreement shall be as per act .

15.7 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.

15.8 If the Allottee wishes to sell or transfer the said flat to any other third party before the registration of the said flat, the Allottee will have to pay 5% on the value of the flat as defined in Para 1.2 to the Promoter and take NOC from the Promoter before any such transfer.

15.9 In case any additional stamp duty is required to be paid for the registration of the Agreement for sale that shall be additionally borne by the Allottee.

15.10 The Promoter shall be responsible for all taxes, cesses and assessments up to the date of registration of the sale deed or upto the end date of the payment schedule whichever is earlier and from such date onwards the tax liabilities including property tax/ annual diversion rent etc shall be borne by the Allottee.

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

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

holidays, enforced Govt. holidays, delays in payments and the days of cessation of work at site in compliance of order of any judicial/ concerned State legislative Body.

15.13. In case of acceptance of delayed payments with interest the Promoter shall be entitled to retain the possession of the said unit on the expenses of the Allottee till the time any such installment, interest or any sum remain payable on account of any of the matters herein contained and to enjoy the unit in any manner as they feel suitable and to recover all the charges as may be necessary for the upkeep of the house, further. In case of such eventuality, if any discount /concession, in whatsoever way, has been given by the Promoter in the basic original sale price to the Allottee in lieu of consensus of the Allottee for timely payment of installments and other charges, then the Allottee hereby authorizes the Promoter to withdraw such discount / concession and demand the payment of such discount / concession amount as a part of sale consideration amount, which the Allottee hereby agrees to pay immediately.

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

15.15 The Allottee do hereby covenant with the Promoter as follows:- Never to put heavy loads, to cover/ construct any kind of structure upon the open/ uncovered terrace area. To use the property or any part thereof or permit the same to be used for the purpose as per agreement only, and shall not change use of the property. Not to store/dump any belongings in any of the common areas, nor shall he/she construct any temporary/permanent structure thereon. To maintain the said property at the Allottee's own cost in good condition from the date of possession of the property and shall not do anything non-permissible act in the property or change/ alter or make addition in or to the property itself or any part thereof. Not to demolish or cause to be demolished the property or any part thereof, at any time or make or cause to be made any addition or alteration of whatever nature in or to the house and/or common or any part thereof and/or any alteration in the elevation and outside colour scheme of the property and portion, sewers, drains, pipes in the property and shall keep the portion, sewers, drains, pipes in the property and appurtenances thereof in good tenable repair and conditions, and in particular so as to support shelter and protect the other part of the property and shall not chisel or in any other way damage columns, beams, walls, slabs or walls or other structural members in the house without the prior written permission of the Promoter, in case of having done so shall be liable to compensate the affected persons for the damages caused. Till a conveyance of project related which property is situated is executed, the Allottee shall permit the Promoter and their surveyors and agents with or without workmen and other, at all reasonable times, to enter into and upon the said land and flat or any part thereof to view and examine the state and conditions thereof.

15.16 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 proceeding in all government /semi-government & local departments etc. and applicable property taxes or proportionate shares of any land Revenue or taxes shall also be borne exclusively by the Allottee from the date of Completion Certificate / Occupancy Certification of the building or registration of sale deed which ever is earlier . These are not included in the total price mentioned here in above in clause 1.2.

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

15.18 The Allottee shall have no objection in case the Promoter creates a charge on the project land during the course of development of the project for raising loan from any bank/financial institution. However, such charge, if created, such charge, if created shall be got vacant before handing over possession of the property to the Allottee.

15.19 The Allottee hereby agree that he/she/they shall take 'No Dues Certificate' from the promoter / maintenance agency /Association Of Allottees before transfer to any third party.

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

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

The Applicant/s shall have entered into this agreement, after reading and having understood the contents of all the aforesaid title deeds, exemption order , building permissions, deeds, documents, writing and papers and all disclosures made by the Promoter and with full knowledge and information thereof and subject to the terms, conditions and stipulations imposed or which may hereafter be imposed by the Municipal Corporation and all other concerned government bodies and authorities and also subject to the Promoter's right to make the necessary amendments, variations, modifications and/or changes therein and their right to avail, use, utilize, consume and exploit the entire balance and additional floor space index available on the said property as entire transferable development rights as may be permissible by law.

17. ADDITIONAL CONSTRUCTIONS:

The Promoter undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the building plan, layout plan, sanction plan and specifications, amenities and facilities has been approved by the competent authority(is) and disclosed, except for as provided in the Act.

18. MORTGAGE OR CREATE A CHARGE:

Subject to the rights of the Allottee herein contained in respect of the said Apartment, the Promoters shall have full rights / absolute authority to sell, assign, mortgage, create charge, encumber, transfer or otherwise deal with all or any of its ownership rights, title, benefits and interest in respect of the said project and / or any part thereof or to construct / sale additional FSI, subject to the rights of the Allottee/s under this Agreement.

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 Swamitwa Adiniyam, 2000' . The Promoter showing compliance of various laws/regulations as applicable in Madhya Pradesh.

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 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 at promoter's sole option and discretion shall be treated as cancelled and 90% of all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

21. ENTIRE AGREEMENT:

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

22. RIGHT TO AMEND:

This Agreement may only be amended through 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 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 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 INDORE if required. Hence this Agreement shall be deemed to have been executed at INDORE (M.P.)

29. NOTICES:

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

ALLOTTEE

: _____ Name of Allottee

_____ (Allottee Address)

PROMOTER:

M/s Shrida Developers.

Registered Office: 13, Brijeshwari Tower Prakash nagar square , Indore- 452001 (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. The Allottee shall inform the Promoter in writing any change in the mailing address, failing which all demands, notices etc. by the Promoter shall be mailed to the address given in this agreement and deemed to have been received by the Allottee and which shall for all purposes be considered as served to all the Allottee/s and no separate communication shall be necessary to the other named Allottee/s.

31. SAVINGS:

Any application letter, allotment letter, agreement, or any other document signed by the allottee, in respect of the 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 thereunder.

32. GOVERNING LAW:

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

33. DISPUTE RESOLUTION:

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

IN WITNESS WHERE OF parties herein above named have set their respective hands and signed this agreements for sale at INDORE 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:

(1) Signature(AUTHORISED SIGNATORY) _____
Name _____
Address _____

Please affix
photograph
and sign
across the
photograph

At _____ on _____ in 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

DISCRIPTION OF PROPERTY

An Apartment in project named as “Shrida Residency” situated at Hukma Kedi , Indore M.P.

Details as under:-

Unit No –

Floor No –

Carpet Area* –

Built up Area –

Super Built up Area –

BOUNDARIES OF THE PROPERTY:

EAST :

WEST :

NORTH :

SOUTH :

*Carpet Area is as per MP RERA Guidelines.

SCHEDULE - B

Floor Plan of the Apartment

Sample will be attached as per flats booked.

SCHEDULE- C

PAYMENT PLAN

S.NO	PAYMENT STAGE	AMOUNT
1	Booking Amount	10 %
2	On Start of work (Excavation)	10 %
3	On Start of Plinth	13 %
4	On Completion of 1st Floor Structure (Slab casting)	8 %
5	On Completion of 3rd Floor Structure (Slab casting)	8 %
6	On Completion of 5rd Floor Structure (Slab casting)	8 %
7	On Completion of 7rd Floor Structure (Slab casting)	8 %
8	On Commencement of Brick work of said apartment	15 %
9	On Commencement of Internal Plaster of said apartment	5 %
10	On Commencement of Finishing work	5 %
11	At the time of possession	10 %

Schedule – D

Specification of Apartment

Flooring

1. Vitrified Tiles – In Hall, Bedroom and Kitchen
2. Glazed Tiles – In wash area
3. Glazed Tiles – In bathroom upto 7 Ft.

Doors

1. Main Door : Laminated Flush Door
2. Internal Door : Laminated Flush Door

Windows

1. Sliding Doors aluminum Section Profile

Wall Finish

1. Cement based putty finished in all interior walls
2. Acrylic Paint in all interior walls
3. Weather Proof paint in exterior

Toilets

1. Bath - fitting (Hindwear/Plumber/Jagur or equivalent)
2. Pedestal/Standard wash basin and WC in toilets

Kitchen

1. Granite Platform and Steel Sink

Lift

1. Lift of required capacity of branded company

Schedule – E

Specification, Amenities, Facilities which are Part of Project

BUILDINGS	Building is RCC framed structure. Block will have Basement and Ground Floor Parking for Residential Block Users & Six Residential Floors as per approved plan by competent authorities.
EXTERIOR	Exterior fascia of the building are plastered and painted with acrylic emulsion. All interior wall faces and ceilings are smoothly plastered and painted with acrylic emulsion.
GARDEN	Garden shall be provided as per planning
FLOORING	Common lobbies shall be of Tiles, Parking Floors will be properly finished.
WATER TANKS	Over head water tank shall be provided
ELEVATORS	One Elevator and One Set of staircase.
LIGHTING IN COMMONS AREA	Adequate arrangement for lighting in common area shall be made
GENERATOR	Generator for lighting in common areas, lifts and pumps.
SECURITY	Surveillance cameras in common area