

ANNEXURE 'A'
[See rule 9]

AGREEMENT FOR SALE

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

By and Between

Apollo Creations Pvt. Ltd. (CIN No. **U51101MP1984PTC002581**), a company incorporated under the provisions of the Companies Act, [1956], having its registered office at **G-10, Apollo Arcade, 1/2, Old Palasia, Indore (M.P.)** and its corporate office at **G-10, Apollo Arcade, 1/2, Old Palasia, Indore (M.P.)** (PAN – **AABCA6067D**), represented by its authorized signatory **Shri _____** (Aadhar no. _____) authorized *vide* board resolution dated _____ hereinafter referred to as the "**Promoter**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns).

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 an 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).

[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 Adhiniyam 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 a piece of land totally admeasuring **7246.20** square meters situated at **Plot No. 1 (ONE) Rear Portion in Scheme No. 54, PU-4 (Commercial)** in, Tehsil & District **Indore** ("**Said Land**") *vide* sale deed(s) dated **06 February, 2015** registered as documents no. **A1/3987/2015** at the office of the Sub-Registrar, Indore;
- B. The Said Land is earmarked for the purpose of building a **Commercial** project, comprising of multistorey apartment building as per sanction plan, with **Three Basements for covered parking, utilities and services, One Service Floor for utilities and services, and Twelve Floors (Ground (Including Mezzanine) and Eleven Upper floors) all for commercial use** and the said project shall be known as '**Apollo Premier**' ("**Project**");
- C. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the Said Land on which Project is to be constructed have been completed;
- D. The **Indore Municipal Corporation (IMC)** has granted the commencement certificate (**Building Permission/Sanctioned Map**) to develop the Project *vide* approval dated **22.11.2014** bearing memo no. **4239/IMC/Z07/W36/2014** and revised *vide* approval dated **21.10.2015** bearing memo No. **3271/IMC/Z07/W29/2015**;
- E. The Promoter has obtained the final layout plan, sanctioned plan, specifications and approvals for the Project and also for the apartment, from the **Indore Municipal Corporation**. 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 _____ on _____ under registration no. _____;
- G. The Allottee has been allotted apartment no. ____ having carpet area of ____ square feet, on the _____ floor along with ____ no(s). (in words) of covered parking(s) **situated in the second/third basement of the project** as permissible under the applicable law and of pro rata share in the **common areas/restricted common areas/limited common areas ("Common Areas")** as defined under clause (n) of Section 2 of the Act (hereinafter referred to as the "**Apartment**" **and as under the Prakoshtha Declaration, filed under the Madhya Pradesh Prakoshtha Swamitwa Adhiniyam, 2000, more particularly described in Schedule A and the floor plan of the apartment is annexed hereto and marked as Schedule B).** **The built-up area (i.e. the area including external walls) of the aforementioned apartment is ____ Sq. Ft. and the Super-Built-up area of the apartment is ____ Sq. Ft.**
- H. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;

- I. i. The Said Land is a part of IDA Scheme no. 54 PU-4. The Said Land was allotted on lease by the Indore Development Authority (IDA) which was further made freehold on 24/01/2015 registered vide registration No. A1/1330 before the office of the sub-registrar, Indore. The conditions mentioned therein shall be followed and maintained by all beneficiaries (including the allottees and association of allottees in the said project) of the said land, present or future.
- ii. The promoter has executed and filed Prakoshtha Declaration under Madhya Pradesh Swamitva Adhinyam, 2000 registered vide e-registration no. MP179142016A1173158 dated 22.03.2016 with the office of the sub-registrar, Indore. The allottee and the association of allottees, to be formed under this declaration and as per the provisions of the Madhya Pradesh Prakoshtha Swamitva Adhinyam, 2000, shall always adhere to the terms and conditions mentioned in this declaration. The allottee shall abide by the terms and conditions mentioned therein along with further revision/conditions/bye-laws as shall be framed by the promoter/association of allottees. This shall be referred to as "The Declaration" herein.
- J. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project;
- K. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;
- L. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the Apartment **along with** the covered parking as specified in para G hereinabove.

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

1. TERMS:

- 1.1 Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase, the **Apartment** as specified in para G **hereinabove**.
- 1.2 The **Basic** Price for the Apartment **based on the carpet area** excluding all applicable taxes is Rs. ____ (Rupees ____ only), *break up of which is as under :-*

Price breakup of Apartment no. ____ on Floor ____ at the Project **APOLLO PREMIER**

Description	Amount (in Rs.)
Price of Apartment including all external development charges along with the covered parking space(s) as specified in Clause G hereinabove	
Cost of Exclusive Open terrace admeasuring ____ Sq. Ft. (if applicable)	
Cost of High Side HVAC System for metering and supply of chilled-water to the Said Apartment from central AC chillers	

Cost of DG Connection to the said apartment (__ KW) (Optional)	
Price of Apartment (Excluding Taxes)	
Applicable Taxes (GST)	
Total Price (inclusive of all taxes)	

So, the Total Price for the **Apartment** including all applicable taxes is **Rs.** _____ (Rupees _____ only). **The Planned carpet area of the apartment is _____ sq. ft., subject to actual measurement and to be dealt with in accordance with clause No. 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 Value Added Tax, Service Tax, and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter, by whatever name called) up to the date of handing over the possession of the apartment to the allottee and the project to the Association of Allottees or the competent authority, as the case may be, after obtaining the completion certificate:

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

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 **as per schedule C contained hereinafter** in writing to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment demanded by the Promoter within the time and in the manner specified therein. In addition, the Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;
- (iv) The Total Price of Apartment includes recovery of price of land, construction of [not only the Apartment but also] the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the apartment, lift, water line and plumbing, tiles, doors, fire detection and firefighting equipment in the common areas, maintenance charges as per para 11 etc., **more particularly described in Schedule D and Schedule E** and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment and the Project.

1.3 The Total Price is escalation-free, save and except increases, which the Allottee hereby agrees to pay, due to increase because of development charges payable to the competent and/or **development** authority and/or any other increase in charges which may be levied or imposed by the competent **or development** authority from time to time, **irrespective of the status of the apartment, whether registered or pending registration.** The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments. 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.

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

- 1.5 The Promoter may allow, in its sole discretion, a rebate for early payments of instalments payable by the Allottee by discounting such early payments @ _____ % per annum for the period by which the respective instalment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.
- 1.6 It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described herein at Schedule 'D' 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, 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.
- 1.7 The Promoter shall confirm to the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate/completion certificate* is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is reduction in the carpet area then the Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area, which is not more than three percent of the carpet area of the apartment, allotted to Allottee, the Promoter may demand that from the Allottee as per the next milestone of the Payment Plan as provided in **Schedule C**. All these monetary adjustments shall be made at the same rate per square feet as agreed in para 1.2 of this Agreement.
- 1.8 Subject to para 9.3 the Promoter agrees and acknowledges, the Allottee shall have the right to the Apartment as mentioned below:
 - (i) The Allottee shall have exclusive ownership of the Apartment
 - (ii) The Allottee shall also have undivided proportionate share in the Common Areas. Since the share/interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. **It is clarified that the promoter shall hand over the common areas to the Association of Allottees, to be framed & governed as per the provisions of the Madhya Pradesh Prakoshtha Swamitwa Adhinyam, 2000 and as per the provisions of the declaration filed under this act referred to as "The Declaration", after duly obtaining the completion certificate from the competent authority as provided in the Act;**
 - (iii) That the computation of the price of the Apartment includes recovery of price of land, construction of [not only the Apartment but also] the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the apartment, lift, water line and plumbing, tiles, doors, fire detection and firefighting equipment in the common areas, maintenance charges as per para 11 etc., **more particularly described in Schedule D and Schedule E** and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment and the Project;

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

1.9 It is made clear by the Promoter and the Allottee agrees that the Apartment along with ____ **no(s)**. (____ **in words**) covered parking shall be treated as a single indivisible apartment 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 therefor by such authority or person.

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

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 'Apollo Creations Pvt. Ltd.' payable at Indore (MP).

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

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

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

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS:

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

5. TIME IS ESSENCE:

The Promoter shall abide by the time schedule for completing the project as disclosed at the time of registration of the project with the Authority and towards handing over the Apartment to the Allottee and the common areas to the Association of Allottees or the competent authority, as the case may be.

6. CONSTRUCTION OF THE PROJECT/ APARTMENT:

The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the Apartment and accepted the floor plan, payment plan and the specifications, amenities and facilities [annexed along with this Agreement] which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the **Madhya Pradesh Bhumi Vikas Niyam, 2012, Indore Development Plan, 2021 and MP Municipal Corporation Act, 1956** and shall not have an option to make any variation /alteration / modification in such plans, other than in the manner provided under the Act, and breach of this term by the Promoter shall constitute a material breach of the Agreement.

7. POSSESSION OF THE APARTMENT:

7.1 **Schedule for possession of the said Apartment** - The Promoter agrees and understands that timely delivery of possession of the Apartment to the allottee and the common areas to the Association of Allottees or the competent authority, as the case may be, is the essence of the Agreement. The Promoter assures to hand over possession of the Apartment along with ready and complete common areas with all specifications, amenities and facilities of the project in place on **or before 28th February 2019**, unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project ("Force Majeure"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the 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/completion certificate * from the competent authority shall offer in writing the possession of the Apartment, to the Allottee in terms of this Agreement to be taken within two months from the date of issue of occupancy certificate/completion certificate. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of 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/completion certificate of the apartment, as the case may be, to the allottee at the time of conveyance of the same.
- 7.3 **Failure of Allottee to take Possession of Apartment-** Upon receiving a written intimation from the Promoter as per para 7.2, the Allottee shall take possession of the Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Apartment to the allottee. In case the Allottee fails to take possession within the time provided in para 7.2, such Allottee shall continue to be liable to pay maintenance charges as specified in para 7.2.
- 7.4 **Possession by the Allottee** - After obtaining the occupancy certificate/completion certificate* and handing over physical possession of the Apartment to the Allottees, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common areas, to the Association of Allottees or the competent authority, as the case may be, as per the local laws.
- 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 45 days of such cancellation.
- 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 forty-five days of it becoming due. Provided that where if the Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee interest at the rate prescribed in the Rules for every month of delay, till the handing over of the possession of the Apartment, which shall be paid by the promoter to the allottee within forty-five days of it becoming due.

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

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

- (i) The 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 **except as described in Para 18 hereinafter.**
- (iv) There are no litigations pending before any Court of law or Authority with respect to the said Land, Project or the Apartment;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Building and Apartment and common areas;
- (vi) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- (vii) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Land, including the Project and the said Apartment which will, in any manner, affect the rights of Allottee under this Agreement;
- (viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment to the Allottee in the manner contemplated in this Agreement;
- (ix) At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the Apartment to the Allottee and the common areas to the Association of Allottees or the competent authority, as the case may be;
- (x) The Schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Schedule Property;
- (xi) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities till the completion certificate has been issued and possession of apartment, or building, as the case may be, along with common areas (equipped with all the specifications, amenities and facilities) has been handed over to the allottee and the Association of Allottees or the competent authority, as the case may be;
- (xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoter in respect of the said Land and/or the Project.

9. EVENTS OF DEFAULTS AND CONSEQUENCES:

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

- (i) Promoter fails to provide ready to move in possession of the Apartment to the Allottee within the time period specified in para 7.1 or fails to complete the project within the stipulated time disclosed at the time of registration of the project with the Authority. For the purpose of this para, 'ready to move in possession' shall mean that the apartment shall be in a habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the parties, and for which occupation certificate and completion certificate, as the case may be, has been issued by the competent authority;

- (ii) Discontinuance of the Promoter's business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made thereunder.

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

- (i) Stop making further payments to Promoter as demanded by the Promoter. If the Allottee stops making payments, the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any interest; or
- (ii) The Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the apartment, along with interest at the rate prescribed in the Rules within forty-five days of receiving the termination notice.

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

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

- (i) In case the Allottee fails to make payments for **two** consecutive demands made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard the allottee shall be liable to pay interest to the promoter on the unpaid amount at the rate prescribed in the Rules;
- (ii) In case of Default by Allottee under the condition listed above continues for a period beyond **two** consecutive months after notice from the Promoter in this regard, the Promoter may cancel the allotment of the Apartment in favour of the Allottee and refund the money paid to him by the allottee by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated. Provided that the promoter shall intimate the allottee about such termination at least thirty days prior to such termination.

10. CONVEYANCE OF THE SAID APARTMENT:

The Promoter, on receipt of Total Price of the Apartment as per para 1.2 under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the Apartment together with proportionate indivisible share in the Common Areas within 3 months from the date of issuance of the occupancy certificate/completion certificate* and the completion certificate, as the case may be, to the allottee. 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 BUILDING / APARTMENT / PROJECT:

The Promoter shall be responsible to provide and maintain essential services in the Project until the taking over of the maintenance of the project by the Association of Allottees, **within the period of time as specified herein & under this Act**, upon the issuance of the completion certificate of the project. The cost of such maintenance has been included in the Total Price of the Apartment. **However, if the Association of Allottees fails to take charge of maintenance of project within a period of six months from the date of completion certificate, then the promoter may continue maintenance of the project on actual cost basis. The monthly maintenance/ maintenance cost of which is to be borne by the allottee / apartmentholders.**

12. DEFECT LIABILITY:

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the agreement for sale relating to such development is brought to the notice of the Promoter within a period of 5 (five) years by the Allottee from the date of handing over possession, 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 at all be liable to provide any cure/cover over and above the terms and conditions of such respective warranties.

13. RIGHT TO ENTER THE APARTMENT FOR REPAIRS:

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

14. USAGE:

Use of Basement and Service Areas: The basement(s) and service areas, if any, as located within "Apollo Premier" shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, firefighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the Association of Allottees formed by the Allottees for rendering maintenance services. It is expressly agreed herein that the usage of the common areas / restricted common areas / limited common areas and other areas, as defined herein or otherwise, shall be governed as per "The Declaration" filed under the Madhya Pradesh Prakoshtha Swamitwa Adhiniyam and terms and 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 Apartment and keep the Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.

- 15.2 The Allottee further undertakes, assures and guarantees that he/she would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face / facade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottees shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further, the Allottee shall not store any hazardous or combustible goods in the Apartment or place any heavy material in the common passages or staircase of the Building. The Allottee shall also not remove any wall, including the outer and load bearing wall of the Apartment.
- 15.3 The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the Association of Allottees and/or maintenance agency appointed by Association of Allottees. The Allottee shall be responsible for any loss or damages arising out of breach of any of the previously mentioned conditions.
- 16. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES:**
The Parties are entering into this Agreement for the allotment of an Apartment with the full knowledge of all laws, rules, regulations, notifications applicable to the project.
- 17. ADDITIONAL CONSTRUCTIONS:**
The Promoter undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the building plan, layout plan, sanction plan and specifications, amenities and facilities has been approved by the competent authority(is) and disclosed, except for as provided in the Act.
- 18. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:**
After the Promoter executes this Agreement he shall not mortgage or create a charge on the [Apartment] 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]. **It is further declared that the Promoter has raised construction finance from HDFC Limited for the construction of the said project and the promoter warrants to get NOC for the said apartment from HDFC Ltd. prior to giving possession/registration of the said apartment.**
- 19. APARTMENT OWNERSHIP ACT (OF THE RELEVANT STATE):**
The Promoter has assured the Allottees that the project in its entirety is in accordance with the provisions of the **Madhya Pradesh Prakoshtha Swamitva Adhiniyam, 2000**. The Promoter showing compliance of various laws/regulations as applicable in the state of Madhya Pradesh as follows:
- i) **The promoter has filed Prakoshtha Declaration under Madhya Pradesh Swamitva Adhiniyam, 2000 registered vide e-registration no. MP179142016A1173158 dated 22.03.2016 with the office of the sub-registrar, Indore.**
 - ii) **Under this declaration, the promoter has made disclosures about the project "Apollo Premier" in respect of the built-up areas of the apartments, general common areas, limited common areas, restricted common areas, the facilities/amenities to be provided, and the manner in which the facilities and the general common areas and restricted common areas shall be utilized and managed. Further, the rights and obligations of the promoter, allottee, and the association of allottees have been categorically described and declared therein. Revision to this Prakoshtha Declaration shall be filed in due course disclosing the carpet areas of the respective units.**
 - iii) **The allottee and the association of allottees shall always abide by "The Declaration" so filed and any objection or dissatisfaction in this regard shall be governed and settled only as per the provisions of the Madhya Pradesh Prakoshtha Swamitwa Adhiniyam, 2000.**
- 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 shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

21. ENTIRE AGREEMENT:

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

22. RIGHT TO AMEND:

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

23. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE/

SUBSEQUENT ALLOTTEES:

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Apartment and the Project shall equally be applicable to and enforceable against and by any subsequent Allottees of the Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.

24. WAIVER NOT A LIMITATION TO ENFORCE:

24.1 The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee in not making payments as per the Payment Plan [Annexure C] including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Promoter in the case of one Allottee shall not be construed to be a precedent and /or binding on the Promoter to exercise such discretion in the case of other Allottees.

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

25. SEVERABILITY:

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

26. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN

THE AGREEMENT:

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in Project, the same shall 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 **Indore** (specify the address of the Sub-Registrar). Hence this Agreement shall be deemed to have been executed at **Indore**.

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 Apollo Creations Pvt. Ltd.

G-10, Apollo Arcade

1/2, Old Palasia, Indore (M.P.)

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

30. JOINT ALLOTTEES:

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

31. SAVINGS:

Any application letter, allotment letter, agreement, or any other document signed by the allottee, in respect of the apartment, prior to the execution and registration of this Agreement for Sale for such apartment, 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.

34. The Allottee will be authorized, after complete payment as per clause No. 1.2 and registration of apartment in his name, for car parks in basement as described hereunder in **SCHEDULE 'A'**. This / these Car-parking Space/s will be for parking of cars for the personal use of the Allottee only. This authorization of parking is not valid for parking of commercial vehicles.

For the ease of parking management, the Allottees of the APARTMENTS situated on 2nd, 3rd, 4th, 5th and 6th floors of the building APOLLO PREMIER will be allocated the authorized car parks in the Level – 3 basement of the building and the Allottees of the APARTMENTS situated on 7th, 8th, 9th, 10th and 11th floors of the building APOLLO PREMIER will be allocated the authorized car parks in the Level – 2 basement of the building. Additional authorized car park/s may be allotted in future subject to availability after the complete allotment, on request and subject to terms & conditions of allotment prevailing at that time. For the ease of parking management, the entitlement of number of car park/s will be based on the built-up area of the APARTMENT being allotted as per table below:

Sr. No.	Built-up Area Sq. Ft.	Car Park/s
1	Upto 1500	01
2	1501 to 2500	02
3	2501 to 3500	03
4	3501 to 4500	04

The Allottee also agree that he/she/they will use the Car Parking space(s) only for parking their personal vehicles and for no other purposes.

35. The applicable rate of interest in case of default by the Promoter or the Allottee for this allotment of the said apartment to the Allottee shall be **11%** (Eleven Percent).
36. If the consideration of the said apartment as per clause G hereinabove is Rs. 50,00,000/- (Rupees Fifty Lacs Only) or more, then The Allottee is liable to deduct tax (TDS) @ 1% of the amount of every installment/s paid to The promoter as per SCHEDULE – C contained herein (hereinafter referred to as the 1% TDS). In this regard, the Allottee hereby irrevocably agree and undertake to deposit the 1% TDS to the concerned authorities and the Allottee shall issue the 1% TDS Certificate to the Promoter with every such payment, simultaneously while making payment of the every such installment/s.
37. That, it is expressly agreed that the Allottee will be entitled to use the common areas/restricted common areas/limited common areas and facilities appurtenant with the said apartment and the nature, extent and description of such common areas/restricted common areas/limited common areas and facilities are set out in the Prakoshtha Declaration of the building U/s. Section 2 of the Madhya Pradesh Prakoshtha Swamitva Adhinyam, 2000 and the usage thereof shall exclusively governed as per the provisions made in the Prakoshtha Declaration and the Madhya Pradesh Prakoshtha Swamitva Adhinyam, 2000.
- 38. PROVISION FOR D.G. BACKUP FOR THE INTERNAL USAGE OF THE SAID APARTMENT BY THE ALLOTTEE (OPTIONAL):**
That, it is clearly agreed by The Allottee that he/she/they shall not install their own/exclusive generator backup and it is clearly understood that, there is a provision for installation of common generator sets for backup for all apartments in the building "APOLLO PREMIER". The allottees can avail the DG backup facility from the common DG sets on payment of Rs. 10000/- per KW/KVA of the desired DG load to the promoter.

However, the required load for DG set shall be requested & specified by Allottee at the time of taking possession of the apartment. The allottee shall be billed for the DG units consumed on the basis of per unit (KWH) rate based on the total variable and fixed monthly cost of the units produced, which shall be decided by the promoters/Association of Allottees. The allottee agree to pay his/her/their proportionate share of running and maintenance cost (fixed cost + variable cost) every month to the promoters/association of allottees, whosoever in charge of the maintenance of the building.

39. AIR CONDITIONING FOR THE INTERNAL USAGE OF THE SAID APARTMENT BY THE ALLOTTEE :

That, the office floors are provided with supply of chilled water for Air Conditioning on metered basis. Therefore the allottee/their successors-in-interest/occupier shall not install personal outdoor units separately as the Promoter is providing the chilled water supply system for air conditioning of the office floors. Chilled water shall be supplied at single point for the said apartment at a location specified by the consultants. Beyond this the allottee shall be responsible to carry on the line of chilled water within his apartment to the indoor units installed by the allottees at their own cost and expenses as per their interior layout.

The Allottee shall be billed for the chilled water consumed on actual consumption and metered basis (variable cost) and besides that the Allottee agrees to pay their proportionate share of running and maintenance cost (fixed cost) every month to the Promoter/Association of Allottees/Maintenance agency, whosoever in charge of such maintenance. It is further understood and agreed that all internal installation and the maintenance relating to the fan coil apartments, air handing apartments, internal ducting, drains, power supply etc. are the scope of the allottees and are not covered in the maintenance charges paid for the said apartment to the Promoters/Association of allottees and have to be carried out by the Allottee solely and exclusively at their own cost.

Similarly, provisions for installation of VRV outdoor units have been made at the service floor for the allottees of apartments/shops/showrooms etc. of the Ground Floor, mezzanine floor and the first floor.

40. CODE OF CONDUCT:

The Promoter with a view to bind all the persons in whosoever's hand the said apartment/premises shall come does hereby agree, declare, confirm and covenant to abide by the Code of Conduct as annexed hereto as **ANNEXURE No. 1 (One)** and shall also ensure compliance thereof at all times. Further, the Promoter/ Association of Allottees, reserves the right to alter the terms of this Code of Conduct from time to time in the interest of the building APOLLO PREMIER and the Allottee(s) and/or its assigns/occupants shall have no objection to any such alterations to this Code of Conduct.

41. THE ASSOCIATION OF ALLOTTEES :

(a) It is also understood and agreed by and between the parties hereto that the allottee shall join as member of the association of allottees and strictly abide by the rules, regulations and bye-laws of the association of allottees. The allottee shall pay to the association of allottees such amounts/charges as decided by the association of allottees from time to time. The allottee shall sign all necessary applications, memorandum, letters, documents and other papers and writings for the purpose of becoming a member of the association of allottees.

(b) The common areas and facilities will include :

- i. Land as mentioned in clause A hereinabove
- ii. Fire Escape Staircase, firefighting equipments, installations & provisions.
- iii. Entrance Lobby
- iv. Driveway & ramps
- v. Lifts including Service Lifts
- vi. Basements & Service Floor

- vii. Common ducts and common utility
- viii. Common areas lightning
- ix. Common areas security
- x. Maintenance of garden area
- xi. Cleaning of the external façade
- xii. Cleaning of common areas.
- xiii. Chilled Water supply for air conditioning & installations therefor
- xiv. Power Backup by generators & installations therefor
- xv. Water Supply (drinking & utility)
- xvi. Sewerage Treatment Plant (STP)
- xvii. CCTV surveillance system & security
- xviii. Panel rooms, panels, meters & all other electrical installations.
- xix. All other equipments, installation, services and area appurtenant to the services which are for common use.

(c) The Allottee shall pay on offer for possession or before possession to the ASSOCIATION OF ALLOTTEES the following amounts:

- i. Non-refundable sum of Rs. 10,000/- (Rupees Ten Thousand Only) towards application and entrance fee of THE ASSOCIATION OF ALLOTTEES;
- ii. Rs. 200/- (Rupees Two Hundred Only) Per Sq. Ft. of the built-up area as interest free non-refundable security deposit in advance, which shall be the sinking fund of the association of allottees favouring the association of allottees.
- iii. Rs. 72/- (Rupees Seventy Two Only) Per Sq. Ft. (exclusive of applicable taxes which is chargeable extra on the then prevailing tax rates) of built-up area for one year maintenance charges payable in advance. (These charges are fixed for the first year only will be effective from the date of offer of possession sent to the apartment holder, and will be revised as per actual subsequently).
- iv. These maintenance charges shall be applicable / commenced from the date of completion certificate/occupancy certificate/completion certificate or offer for possession, whichever is later, of the building Apollo Premier irrespective of whether or not the Allottee has got the specified apartment registered in their name or taken the physical possession of the same. It is further agreed by the Allottee that the Allottee and/or its successors-in-interest shall not be entitled to raise any dispute in this regard and any dispute raised in this regard shall not be tenable and the Allottee shall be bound to pay the same in the manner as stated herein above. (Any other applicable tax, charges or statutory levies or liabilities present or future are payable extra).

(d) The Promoter represents and warrants that they will maintain a separate account in respect of amounts received on behalf of The Association Of Allottees from The Allottee as advance or deposit, sums received towards the outgoings, legal charges and will utilize the amounts only for the purpose for which they have been received, till the time The Association Of Allottees is handed over to the occupants/owners.

(e) That, the Allottee irrevocably agrees and confirms to follow and abide by the model code of conduct as contained hereinabove and to irrevocably abide by the rules and regulations of The Association Of Allottees to be framed by The Promoter or otherwise. The Allottee is aware, and acknowledges that the aforesaid maintenance charges and the other outgoings will be based on the rules and regulations and bye-laws of The Association of Allottees.

(f) That, notwithstanding anything contained herein, at the request of The Allottee, The Promoter will upon receipt of payment of the entire Consideration as stipulated herein together with the other amounts mentioned herein, permit the Allottee or its authorized representatives to enter upon the said Premises for the purpose of carrying all fit outs and interior decoration within the said Premises subject to applicable laws and permissions. All necessary approvals/ permissions / consents required for such fit outs/interior decoration shall be obtained by The Allottee at their own costs from IMC and /or other concerned authorities if applicable .The Allottee shall provide The Promoter the details of the fit-outs to be carried out in the said Premises and seek its prior approval prior to the commencement of the fit-outs and The Allottee / contractor / sub-contractor / agencies / architect and other professionals carrying out such interior decoration and or fit out work shall strictly follow and adhere to the fit out guidelines as laid down in the Code of Conduct by the Promoter / maintenance agency / Association Of Allottees. The Allottee shall be liable to pay and hereby agree and undertake to pay The Allottee's proportionate share as provided herein in the common maintenance charges, expenses and outgoings including water and electric bills from the date of completion certificate/occupancy certificate. The Allottee shall however pay its proportionate share in the assessment, municipal taxes / cess and revenue / and other taxes as levied from time to time by statutory authorities from the date of this reservation.

(g) The Allottee shall not do or permit to be done any act or thing which may render void or voidable any insurance Policy of the said Building / installations / equipment's or any part thereof or whereby any increased premium, shall become payable, in respect of Apollo Premier.

42. **INSPECTION** : 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.
43. It is further clarified that the Stamp Duty, Registration charges and all other incidental and legal expenses for execution and registration of any agreement/ document/ sale deed executed between The Promoter and The Allottee shall be borne by The Allottee. The charges of mutation proceedings in all governerment/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 certificate/completion certificate of the building APOLLO PREMIER or registration of sale deed whichever is earlier. These are not included in the total price mentioned hereinabove in clause 1.2.
44. The Allottee hereby agree that he/she/they shall take No Dues Certificate from the Promoter / maintenance agency / Association Of Allottees before any sale/transfer of the said apartment to any third party.

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

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Allottee : (including joint buyers)

(1) Signature _____
Name _____
Address _____

Please affix
photograph
and sign
across the
photograph

(2) Signature _____
Name _____
Address _____

Please affix
photograph
and sign
across the
photograph

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Promoter:

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

Please affix
photograph
and sign
across the
photograph

At _____ on _____ in the presence of:

WITNESSES:

1. Signature _____
Name _____
Address _____

2. Signature _____
Name _____
Address _____

SCHEDULE - A

DESCRIPTION OF THE APARTMENT / APARTMENT

All portions of apartment no. ____ on the ____ Floor in “Apollo Premier” admeasuring ____ sq. ft. carper area together with proportionate undivided share of the SAID LAND on which the building has been constructed with further rights to use of common areas, passages, privileges, benefits of the building.

The relevant areas are mentioned below:

Carpet Area:

Built-up Area:

Super Built-up Area:

Exclusive Terrace Area (Included in Super Built-up Area):

THE SAID APARTMENT is bounded as under:

Towards East :

Towards West :

Towards North :

Towards South :

DESCRIPTION OF THE COVERED PARKING

____ car park(s) accessible by motorable driveways and ramps as per the parking layout to be provided in the ____ second/third basement.

Parking no. shall be allotted on or before giving the possession of the apartment on obtaining occupancy or completion certificate.

Parking No.:

Basement No.:

SCHEDULE B

FLOOR PLAN OF THE APARTMENT

DRAFT

SCHEDULE C

(PAYMENT PLAN – BOOKING AFTER RERA REGISTRATION)

The Total consideration as above of THE SAID APARTMENT has been customized on request of the Allottee and as mutually agreed by both the parties hereto, will be payable subject to TDS is payable as under :

Sr. No.	Stage of Work	Consideration Amount	Amount (Rs.)
1	On Booking	10%	
2	Within 30 days from the date of booking and signing of agreement.	30%	
3	On commencement of 9 th Floor Slab	30%	
4	On commencement of Brickwork of the said apartment.	10%	
5	On commencement of Internal plaster of the said apartment.	5%	
6	On commencement of Finishing	5%	
7	On offer of Possession	10%	
	TOTAL AMOUNT		

DRAFT

SCHEDULE D – APARTMENT SPECIFICATIONS

➤ **WALLS, COLUMNS AND CEILING**

- At least 100mm thick partition duly plastered on both sides (Cement Plaster/Gypsum Plaster/Redi-mix Plaster) finished and provided with one coat of paint.
- Dado in toilet and pantry to be ceramic tiles upto 1200 mm Level.
- All Ceilings within the apartment to be exposed concrete with natural finish. No false ceiling work or plaster on ceiling to be provided by the promoter.
- Ceilings to carry firefighting pipes, fire alarms and sprinklers as per Fire and NBC building norms. The layout of the pipes and sprinklers cannot be disturbed. If the Allottee decides to get false ceiling work done in the said apartment, the allottee shall make sure that these norms are followed and fire alarms and sprinklers are brought down to the false ceiling bottom level. The Allottee shall take written approval from the promoter / association of allottees prior to beginning any false ceiling works and obtain an NOC from the promoter/ association of allottees once the fit outs are finished prior to commencement of business operations in the said apartment. If the Allottee fails to obtain said NOC, he/she shall be liable for any violations in the said norms.
- Columns within the office if any shall be rendered exposed concrete, if any.

➤ **FLOORING**

- Vitrified tiles within the apartment and ceramic/vitrified tiles in the toilet and pantry.

➤ **ELECTRIFICATION**

- One point three phase electrical supply to be metered by prepaid meters with a distribution box suitable for the required load of the apartment to be provided to each apartment at an appropriate location near the entrance. All internal wiring, fixtures and fittings etc to be carried out by the allottee at her/his/their own cost & expenses.

➤ **PLUMBING, TOILETS & PANTRY**

- Sanitary & C.P. fittings to be of Jaquar or similar brand.
- Provision for water line & drainage outlet and adequate points.

➤ **DOORS, WINDOWS AND GLAZING**

- Fixed Glass panels with aluminum mullions and hardware to be provided on the façade.
- Glass panels and glass door and hardware to be provided at the entrance of each office.
- Toilet and Pantry doors to be laminated flush doors.

➤ **HVAC**

- As the building is centrally air conditioned, a single point chilled water supply (High-side only) with BTU meter shall be provided to each apartment. Interior ducting, piping, FCUs, AHUs, drains, power supply etc. shall be in the Allottees scope at her/his/their own cost & expenses.. This is to be governed as per clause No. 39 of this agreement.
- Exhaust duct to be provided in an independent shaft for toilet and pantry

➤ **POWER BACK UP**

- Single point DG connection can be provided at an additional cost as mentioned in the agreement for sale provided that the allottee chooses to opt for the said connection. Independent DG sets are strictly not allowed. This is to be governed as per clause No. 38 of this agreement.

➤ **NETWORK CONNECTIVITY**

- LV duct provided adjacent to all offices to carry wires required for telephone, TV and internet connections. Note that the Promoter shall not be providing these connections to the allottee. If the Allottee wishes to opt for any or all of these services, he/she shall be required to carry out any wiring within the adjacent LV duct only and not carry any wires in any of the common areas or on the building façade.

DRAFT

SCHEDULE - E

APOLLO PREMIER – PROJECT SPECIFICATIONS

➤ STRUCTURE

- RCC structure with exposed concrete finish.
- Flat slab with circular columns and raft foundation.
- Retaining walls in the basement and shear walls for lift wells.

➤ WALLS

- EXTERIOR FAÇADE: Exposed concrete finish (Rendered)
- INTERIOR COMMON WALLS AND COLUMNS: Exposed concrete finish (Rendered) and Plaster (Either rendered or with paint) wherever applicable.

➤ ELECTRIFICATION

- A single point connection will be taken from the state electricity supply body at 33kVA
- The power for the building shall be stepped down by transformers located on the service floor to 440 Volts.
- Supply of power shall be done through supply and utility panels provided at service floor level as per design provided by the MEP consultants.
- Prepaid meters shall be installed for metering of all electrical consumptions either for common areas or for apartment owners.
- Adequate corridor and passage lighting to be provided at appropriate points.
- Yard lighting as per design of consultants to be provided.

➤ FLOORING

- GROUND FLOOR LOBBY
 - A combination of Granite, Vitrified and/or Wood.
- LOBBIES & PASSAGES
 - Granite and Vitrified Tiles.
- SERVICE FLOOR
 - Concrete finish
- PARKING BASEMENTS
 - Concrete surface grinded and coated with a dust proof and abrasion resistant coating. Paint markings for parking spots and adequate signage to be provided.

➤ ELEVATORS and ESCALATOR

- PASSANGER ELEVATORS: 6 Nos. provided and provision only for one private lift and two hydraulic lifts (From Ground to 1st floor) to be allotted as per the sole discretion of the promoter
 - Make: Schindler, Otis, ThyssenKrupp, Kone, Johnson or Similar.
 - Capacity: 15 Passengers
- SERVICE ELEVATOR: 1 No.
 - Capacity: 1000 kg
- **Provision Only of installation of escalator from ground to first floor, if required.**

➤ AIR CONDITIONING

- Centralized Air conditioning system with Chillers and Cooling Tower for Corridors and Lobbies excluding the service areas and service lobbies.
- All chillers (for common areas and all apartments of the building) to be on service floor and cooling towers to be on the roof top. No external apartments for air conditioning can be installed by any occupants of the apartments. Allottees shall be provided metered chilled water supply for their apartments.

➤ **POWER BACK-UP**

- DG sets of adequate capacity as suggested by consultant for power back-up for common areas.
- DGs located in the building periphery and service floor.
- Same DG sets to be used to provide powered backup to apartments on metered and proportionate generating and maintenance cost sharing basis if opted for by allottee.

➤ **FIRE DETECTION & FIGHTING SYSTEM**

- Addressable fire detection system as per Provisional Fire NOC.
- Fire fighting system including sprinklers on all floors as per Provisional Fire NOC.

➤ **PLUMBING, SEWAGE TREATMENT PLANT AND WATER TANK**

- To be provided in the second basement.
- Underground water tank to be provided as per drawings.
- Entire plumbing network as per design provided by the consultants.

➤ **DEDICATED SERVICE FLOOR**

➤ **PARKING**

- Covered parking spaces to be provided on allotment basis in the basements and some spaces on the open area appurtenant to the building

➤ **SECURED CAMPUS**

- CCTV cameras to be installed at appropriate locations as suggested by consultants.

Note: All amenities and facilities contained herein and as contained in the Prakoshtha Declaration under Madhya Pradesh Swamitva Adhinyam, 2000 registered vide e-registration no. MP179142016A1173158 dated 22.03.2016 with the office of the sub-registrar, Indore shall be governed as per the provisions in "The Declaration".

ANNEXURE NO. 1 (ONE)

CODE OF CONDUCT

- (a) That, The Allottee shall after possession use Apartment for commercial purpose only and will not rent, sublet lease the same for any other purposes. Moreover, The Allottee also expressly agrees that he shall not make any additions or alterations in or outside the said Apartment, with or without the permission of any authority.
- (b) That, The Allottee shall keep the front, rear and side elevation of the said Apartment or other structure in which the said premises are situated on the same design as The Promoter have provided and shall not at any time alter the design, color of such elevation in any manner whatsoever. No air conditioners, coolers, grills, signage, or any other element/object shall be installed on the external façade of the building.
- (c) That, The Allottee, after taking possession of THE SAID APARTMENT shall not damage the structure or add any new wall in any circumstances whatsoever, with or without the permission of any authority, which will affect the living of other occupants. Also, The Allottee will do the repairing and maintenance of his Apartment immediately when needed and if he does not do so or is unable to do so, he will be solely responsible for the damage caused to others due to such lapse/ negligence, if any.
- (d) That, The Allottee shall not on receipt of possession as provided herein store in the Premises any goods which are of hazardous, combustible or dangerous nature or are so heavy as damage the construction or structure of the Building or storing of such goods which is objected by any authority and/or the concerned local authority and shall not carry or cause to be carried heavy packages which may damage the staircase, common passages, or any other structure of the Building or the Premises and The Allottee shall be liable for the consequences of the breach.
- (e) That, The Allottee shall not shift / alter windows / glazing / entrance doors / will not change colour scheme of wall facing towards the passages of the Premises and/or cannot put any advertisement board etc. on the walls facing towards the passage/ in the passage or will not carry out any changes in the Premises so as to increase the area of the Premises and/or put any grill which would affect the elevation and/or the façade of the Building and/or carryout any unauthorized construction in the Premises. In the event if such change is carried out by The Allottee they shall remove the same within 24 hours from receipt of written notice in that regard from The Promoter/maintenance agency/ASSOCIATION OF ALLOTTEES and restore it to its original condition at its own cost and expenses.
- (f) That, The Allottee after receipt of possession of the Premises as provided herein shall not demolish or cause to be demolished the Premises or any part thereof, nor at any time make or cause to be made addition or alteration of whatsoever nature to the Premises or any part of thereof, nor alternation in the elevation and outside façade or color scheme of the Building in which the Premises is situated and shall keep the portion, sewers, drain pipes in the Premises and appurtenances thereto in good tenable repair and conditions and in particular, so as to support shelter and protect the other parts of the Building in which the Premises is situated and shall not chisel or in any other manner cause damage to columns beams, walls, slabs or RCC pardsis or other structural members in the Premises without the prior written permission of The Promoter and/or ASSOCIATION OF ALLOTTEES.
- (g) That, The Allottee shall not throw any dirt, rubbish, garbage, or permit the same to be thrown from the Premises, in the compound common areas, refuge area, shafts, ventilation/A.C. ducts or any portion of the Land and the Building.
- (h) That, The Allottee shall not do any such filling which would lead to excess load on the slab and shall not enclose the refuge area or occupy the same or keep any materials, furniture, debris or other things in the refuge area or its adjoining premises so as to block the same at any point of time.

- (i) That, The Allottee shall not make or break or repair any toilets in any area other than those provided in the Premises. In case, The Allottee desire to renovate the toilets etc. The Allottee shall notify ASSOCIATION OF ALLOTTEES /The Promoter and take utmost care to waterproof the same and shall not cause any nuisance or disturbance to the premises below it due to leakage from its toilets/bathroom etc., The Allottees are not and shall not be permitted to shift or make any new toilets anywhere else other than the toilet blocks already provided by The Promoter.
- (j) That, The Allottee shall be entitled to use the lifts for the purposes of ingress and egress to the Premises in the Building. All the persons using the lifts shall do so at their own risk. The Allottee shall not carry or cause to be carried heavy or bulky packages to the upper floors by the lifts except by service lifts and that too, not exceeding the permissible weight and dimensions as mentioned in the service lifts. The Allottee shall not cause any damages to the lifts, staircase, common passages, refuge area or any other parts of the Building on the Land.
- (k) That, The Allottee after the receipt of the possession either for use or for interior decoration purpose as stated herein shall carry out at their own cost all interior repairs to the Premises and maintain the Premises in the same or better condition, state and order then in which it is delivered by The Promoter to The Allottee and shall not do anything in or to the Building or the Premises and shall abide by all the bye-laws, rules and regulations of the government of the concerned local authority and/or any other public authority.
- (l) That, no LPG gas cylinders or pipe gas shall be permitted within THE SAID APARTMENT and all heating / warming / cooking shall be strictly done by using electrical appliances like microwave ovens, induction heaters, Coffee & Tea machines, etc.
- (m) That, the internal firefighting provisions as per prevailing rules & laws of M.P. Urban Administration and Development Department & as per National Building Code (NBC) of the said apartments shall be solely the responsibility of The Allottee. Any negligence or oversight in this regard shall be construed to be breach of law and The Allottee shall be solely responsible for the consequences.
- (n) Total safety norms shall be followed for Battery installations for UPS, Invertors, etc. installed in THE SAID APARTMENT and The Allottee shall be solely responsible for any accident or damages by such installations.
- (o) The Allottee shall put the signage for THE SAID APARTMENT only as per design, specification and place provided for this purpose by The Promoter/ASSOCIATION OF ALLOTTEES. The said installation of signage shall be done only after taking written permission from The Promoter / ASSOCIATION OF ALLOTTEES.
- (p) Overnight parking in the building premises shall be done exclusively only with the prior permission of the maintenance agency/ASSOCIATION OF ALLOTTEES.
