

This is a model form of Agreement for Sale, which may be modified and adapted in each case having regard to the facts and circumstances of the respective case. Provided that the clauses in this Agreement shall not be inconsistent with the provisions of the Real Estate (Regulation and Development) Act, 2016 or the Rules and Regulations made thereunder.

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE (the “**Agreement**”) made and entered into at [●] on this [●] day of [●] 2017

BY AND BETWEEN

¹[●], a company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], with its Corporate Identity Number (CIN) No.[●] and having its Registered Office at [●] and its Corporate Office at [●] (PAN: [●]), represented by its authorized signatory Mr./ Ms. [●] (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-titles and permitted assigns)

AND

²[●], a company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be] with its Corporate Identity Number (CIN) No.[●] and having its Registered Office at [●] and its Corporate Office at [●] (PAN: [●]), represented by its authorized signatory Mr./ Ms. [●] (Aadhar No.[●]) authorized vide board resolution dated [●] (hereinafter referred to as the “**Allottee**”, which

¹The constitution to be changed as per the nature of entity / individual.

²The constitution to be changed as per the nature of entity / individual.

expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-titles 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**”.

DEFINITIONS:

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) “**Agreement**” means this Agreement together with the schedules and annexures hereto.
- c) “**Allottee**” means the Allottee as defined in array of the Parties.
- d) “**Allottee’s Loan**” shall have the meaning as ascribed to it in Clause 23.1 hereto.
- e) “**Apartment**” means (i) the Unit; (ii) garage no. [●] admeasuring [●] sq. mtrs. in the *[Please insert the location of the garage]*; (iii) Exclusive Area admeasuring [●] sq. mtrs.; and (iv) undivided proportionate share in the Common Areas and Facilities admeasuring [●] sq. mtrs. and more particularly described in **Part-B of Schedule-“B”** hereto and the floor plan of the Unit and Exclusive Area is marked as **Schedule-“C”** being/ to be constructed in the [●] phase of the Project.
- f) “**Applicable Law**” means any applicable statute, notification, bye laws, rules, regulations, guidelines, rule of common law, policy, code, directives, ordinance, orders or instructions having the force of law enacted or issued by any Authority, including any statutory modification or re-enactment thereof for the time being in force.
- g) “**Appropriate Government**” means the Government of Gujarat.
- h) “**Approvals**” means and include all licenses, permits, approvals, sanctions, consents obtained/to be obtained from or granted/to be granted by the Authority in connection with the Project and/or the development

thereof.

- i) **“Architect”** means Mr./Mrs./Ms. [●] registered as an architect under the provisions of the Architects Act, 1972 including any substitute thereof who has been appointed by the Promoter for the Project.
- j) **“Association of Allottees”** or **“Maintenance Society”** means an association of allottees or society or co-operative society or limited company, as the case may be, or a federation of the same, under the Applicable Laws, incorporated or to be incorporated/ formed or to be formed in respect of the maintenance of the Project.
- k) **“Authority”** means any applicable central, state or local government, legislative body, regulatory, administrative or statutory authority, agency or commission or department or public or judicial body or authority.
- l) **“Building”** means the building(s) as more particularly described in **Part-A of Schedule-“B”** hereto being/ to be constructed by the Promoter on the Project Land.
- m) **“Car Parking Spaces”** means a location where a four wheel passenger vehicle can be parked, which includes open / stilt / mechanical/covered parking spaces and maybe located in the basement, car park, podium etc.
- n) **“Carpet Area”** means the net usable floor area of the Unit, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area but includes the area covered by the internal partition walls of the Unit.
- o) **“Cheque Bouncing Charges”** means the charges, equivalent to [●]% of the value of the cheque in question, payable by either Party to this Agreement on account of a cheque issued pursuant to this Agreement is not honoured for any reason whatsoever including 'insufficient funds', 'stop payment' or 'account closed' and in case if the amount of the said cheque and the cheque bouncing charges thereto are not paid within a period of 30 days from the date the cheque is not cleared in the first instance, the Cheque Bouncing Charges shall increase to [●]% of the value of the cheque issued.
- p) **“Common Areas and Facilities”** means the common areas and facilities available/to be made available in respect of the Project as more particularly described at **Annexure-“D”** hereto.
- q) **“Confidential Information”** shall have the meaning ascribed to it in clause 28.1 hereto.
- r) **“Exclusive Area”** means the floor area of the balcony or verandah or

open terrace, as the case may be, which is appurtenant to the net usable floor area of the Unit, meant for the exclusive use of the Allottee.

- s) **“FEMA”** means ForeignExchangeManagementAct,1999.
- t) **“Force Majeure”** means a case of war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the development of the Project.
- u) **“Interest”** means simple interest @ [●]% per annum for the purpose of this Agreement.
- v) **“Liquidated Damages”** means an amount equivalent to 10 per cent of the Total Consideration.
- w) **“Net Area”** means the aggregate of the Carpet Area and the Exclusive Area.
- x) **“Occupancy Certificate”** means the occupancy certificate, completion certificate or building use permission, as the case may be, (by whatever name called) issued by the competent authority certifying that the Project has been developed according to the sanctioned plan and layout plan, as approved by the competent authority under the Applicable Laws.
- y) **“Payment Plan”** means the payment plan for payment of Total Consideration and other payments as stipulated in **Schedule-“D”** hereto.
- z) **“Project Land”** shall have the meaning as ascribed in Recital A hereto.
- aa) **“Project”** meansand include the Project Land, Building, apartments, Common Areas and Facilities to be developed by the Promoter over the Project Land and more particularly described in **Schedule-“E”** hereto.
- bb) **“Promoter”** means the Promoter as defined in the array of the Parties and includes the Original Owner in case of Development Agreement.
- cc) **“RBI Act”** meansReserveBankofIndiaAct,1934.
- dd) **“Re.”, “Rs.” or “Rupees”**or “□” means the lawful currency of the Republic of India.
- ee) **“Regulations”** means the Regulations made under the Act.
- ff) **“Regulatory Authority”** means the Gujarat Real Estate Regulatory Authority established under sub-section (1) of Section 20 of the Act.

- gg) **“Reimbursements”** shall include all expenses directly or indirectly incurred by the Promoter in providing or procuring services / facilities other than the Apartment including but not limited to electricity deposit reimbursement, administrative expenses, utility connections, piped gas connection and related expenses, legal expenses and all applicable Taxes thereon. An indicative list of Reimbursements is specified at **Annexure-“E”** hereto.
- hh) **“Rules”** means the Gujarat Real Estate (Regulation and Development) (General) Rules, 2017 and such other rules as may be made from time to time under the Act.
- ii) **“Scheduled Possession Transfer Date”** or **“SPTD”** means the date of Occupancy Certificate plus three months therefrom.
- jj) **“Scheduled Project Completion Date”** means [●] plus any extension granted by the Regulatory Authority.
- kk) **“Structural Defects”** means any defect related to the load bearing structure of the Building. This shall not include non-load bearing elements or water proofing.
- ll) **“Structural Engineer”** means [●] appointed as structural engineer, including any substitute thereof, for structural designs and drawings of the Project by the Promoter.
- mm) **“Taxes”** means any Indian taxes including goods and service tax, customs duties, local taxes, cess and any impost or surcharge of like nature (whether Central, State or local).
- nn) **“Title Report”** means the title investigation report issued by M/s. [●], Advocate, [●] in respect of the Project Land, which is enclosed as **Annexure-“C”** hereto.
- oo) **“Total Consideration”** means the total consideration of ₹ [●] (Rupees [●] Only) payable by the Allottee in respect of the Apartment and more particularly described in **Schedule-“D”** hereto.
- pp) **“Unit”** means the apartment no. [●] having carpet area of [●] sq. fts. (i.e. [●] sq. mtrs.), type [●], on [●] floor in the Building of the Project.

INTERPRETATIONS:

- (i) Words in singular shall include the plural and vice versa.
- (ii) Reference to a gender includes a reference to all other genders.

- (iii) Reference to any legislation, enactment, statutory provision or to any provision of any legislation shall be a reference to it as it may have been, or may from time to time be, amended, modified, consolidated or re-enacted.
- (iv) Any reference to an Article, Recital, Clause, Annexure or Schedule shall be deemed to be a reference to an article, recital, clause, annexure or schedule of this Agreement.
- (v) The headings used herein are inserted only as a matter of convenience and for ease of reference and shall not affect the construction or interpretation of this Agreement.
- (vi) Reference to days, months and years are to Gregorian days, months and calendar years, respectively.
- (vii) Any reference to the words "hereof," "herein", "hereto" and "hereunder" and words of similar import when used in this Agreement shall refer to clauses or schedules of this Agreement as specified therein.
- (viii) The words "include" and "including" are to be construed without limitation.
- (ix) Any reference to the masculine, the feminine and the neutral shall include each other.
- (x) In determination of any period of days for the occurrence of an event or the performance of any act or thing shall be deemed to be exclusive of the day on which the event happens or the act of thing is done and if the last day of the period is not a working day, then the period shall include the next following working day.
- (xi) The Allottee confirms and warrants that the Liquidated Damages is a genuine / pre- estimate of the loss or damage that is likely to be suffered by the Promoter on account of breach of the terms of this Agreement by the Allottee. The Liquidated Damages is also arrived at having regard to the cost of construction, the cost of funds raised by the Promoter, the ability or inability of the Promoter to resell the Apartment, among others. The Allottee waives his right to raise any objection to the payment or determination of the Liquidated Damages in the manner and under the circumstances set out herein.
- (xii) The definitions and recitals shall form part and parcel of this Agreement and shall be read in conjunction with this Agreement.
- (xiii) Words and expressions used herein and not defined, but defined in the Act, shall have the same meaning respectively assigned to them in the Act.

WHEREAS

- A. By an Agreement/ Deed of Conveyance dated [●] executed by and between [●](the “**Owner**” or “**Vendor**”) and the Promoter and registered with the Sub-Registrar, [●] on [●] under Serial No. [●], the Vendor has agreed with the Promoter for the absolute sale to the Promoter/ sold absolutely to the Promoter the immovable property/ land bearing Survey/ Block Nos. [●] admeasuring [●] sq. mtrs. situate lying and being at Mouje/ Village [●], Taluka [●] in the Registration District [●] and Sub-District [●] in the State of Gujarat and more particularly described in **Schedule-“A”** hereunder written (the “**Project Land**”).

OR

By an Agreement to Lease/ Lease Deed dated [●] executed by and between [●](the “**Lessor**”) and the Promoter and registered with the Sub-Registrar, [●] on [●] under Serial No. [●], the Lessor has agreed to grant/granted unto the Promoter a lease in perpetuity/ for a term of [●] years in respect of a piece or parcel of leasehold land bearing Survey/ Block Nos. [●] admeasuring [●] sq. mtrs. situate lying and being at Mouje/ Village [●], Taluka [●] in the Registration District [●] and Sub-District [●] in the State of Gujarat and more particularly described in **Schedule-“A”** hereunder written (the “**Project Land**”).

OR

By a Development Agreement dated [●]executed by and between [●](the “**Original Owner**”) and the Promoter (hereinafter referred to as the “**Development Agreement**”) and registered with the Sub-Registrar, [●] on [●] under Serial No. [●],/ notary with serial no. [●], the Original Owner grantedtothePromoterdevelopmentrightstothe pieceor parcel of freehold land bearing Survey/ Block Nos. [●] admeasuring [●] sq. mtrs. situate lying and being at Mouje/ Village [●], Taluka [●] in the Registration District [●] and Sub-District [●] in the State of Gujarat and more particularly described in **Schedule-“A”** hereunder written (the “**Project Land**”)andtoconstruct thereonbuilding/sinaccordancewiththetermsand conditionscontained inthe DevelopmentAgreement.

The complete chain of title of the Promoter to the Project Land on which the Promoter proposes to develop a Projectis more particularly described in the Title Report.

- B. The Vendor/ Lessor/ Original Owner/ Promoter is in possession of the Project Land. The Promoter is entitled to develop a Project on the Project Land.

- C. By virtue of the Development Agreement, the Promoter has sole and exclusive right to sell the apartment(s) in the Building to be constructed by the Promoter on the Project Land and to enter into agreement with the allottee(s) of the Building and to receive the sale consideration in respect thereof.
- D. 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 Project Land on which Project is to be constructed/ developed by the Promoter.
- E. The Promoter has registered the Project under the provisions of the Act with the Regulatory Authority on [●] bearing Registration No. [●]. Authenticated copy of the same is attached as **Annexure-“A”** hereto.
- F. The Allottee visited the Project site and is well aware about the Project including the details given in the advertisements and all the matters relating to the Project. Upon satisfaction with all the details of the Apartment/ Project by the Allottee, either himself/ herself/ itself or through its/his/her advisors, the Allottee had applied for allotment and to purchase a unit/ apartment in the Project and has been allotted the Apartment by the Promoter subject to the terms and conditions contained under this Agreement.
- G. On receipt of the request from the Allottee, the Promoter has given inspection to the Allottee in respect of all the documents of title relating to the Project Land and the plans and specifications prepared by the Promoter's Architect and of such other documents as are specified under the Act, the Rules and the Regulations made thereunder and the Allottee is unconditionally satisfied with the same.
- H. The Promoter has obtained the plans approved by the Authority and the specifications and amenities of the Apartment agreed to be purchased by the Allottee are annexed and marked as **Annexure-“B”** hereto.
- I. The Promoter has received the requisite approvals from the competent authority permitting the Promoter to begin development works on the Project Land and shall obtain such other approvals from the competent authority, so as to obtain Occupancy Certificate in respect of the Project. While granting the commencement certificate in respect of the Project, the competent authority has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the Project and upon due observance and performance of which only Occupancy Certificate in respect of the Project shall be granted by the competent authority.

- J. The Promoter has accordingly commenced development of the Project in accordance with the said proposed plans.
- 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. Prior to the execution of these presents, the Allottee has paid to the Promoter a sum of ₹[●] (Rupees [●] Only), (being[●]% of the Total Consideration), being part payment of the Total Consideration of the Apartment agreed to be sold by the Promoter to the Allottee (the payment and receipt whereof the Promoter doth hereby admit and acknowledge) and the Allottee has agreed to pay to the Promoter the balance of the Total Consideration in the manner hereinafter appearing.
- M. 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 in the manner as set out hereinafter under these presents.

NOW THEREFORE, THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:-

1. DISCLOSURES AND CONSTRUCTION

- 1.1 The Allottee hereby declares and confirms that prior to the execution of this Agreement: (i) the Promoter has made full and complete disclosure of its title to Project Land; (ii) the Allottee has taken inspection of all the relevant documents; and (iii) the Allottee has, in relation to the Apartment / Building / Project Land/Project, satisfied himself/herself/itself of, inter alia, the following:
 - (a) Nature of the Promoter's right, title and encumbrances, if any;
 - (b) The approvals (current and future);
 - (c) The drawings, plans and specifications;
 - (d) Nature and particulars of fixtures, fittings and amenities.
- 1.2 The Allottee hereby further declares and confirms that prior to the execution of this Agreement:

- (a) The authenticated copies of Title Report, property card or extract of revenue records viz. Village Forms VI, VII and 8-A or any other relevant revenue records, deeds, documents showing the nature of the title of the Promoter to the Project Land on which the Project is developed/to be developed by the Promoter, have also been inspected by the Allottee and is satisfied in respect of the same.
 - (b) The authenticated copies of the plans of the layout as approved by the Authority have been inspected by the Allottee.
 - (c) The authenticated copies of the plans and specifications as proposed by the Promoter and according to which the construction of the Apartment, Building and Common Areas and Facilities are proposed to be provided within the Project has also been inspected by the Allottee.
- 1.3 The Allottee confirms that the Allottee has entered into this Agreement out of his/ her/ its own free will and without any coercion, and after reviewing and understanding a draft of this Agreement. The Allottee has obtained suitable advice prior to entering into this Agreement and the Agreement is being entered into with full knowledge and understanding of the obligations and rights under this Agreement and the Applicable Law governing the same.
- 1.4 The Allottee is aware and agrees that the Promoter shall allow various exclusive areas to be used, partly or wholly, by one (or more) apartment purchaser(s) in the Building and such apartment purchaser(s) shall have exclusive right to use the said areas as per the terms of the arrangement between the Promoter and the said apartment purchaser(s). The Allottee agrees not to raise any objection or make any claims in that regard and the claims in that regard shall be deemed to have been waived. In terms of the above, the Promoter shall be at absolute liberty to allot / assign the said right to such person/s in the manner as the Promoter may deem fit and proper.
- 1.5 The Promoter shall develop the Project in accordance with the plans and specifications as approved by the competent authority, from time to time.

The Allottee hereby gives its consent to the Promoter for making all variations or modifications alteration in the Apartment/ Building/ Project including the alteration or addition as may be required by any Authority or due to change in law or as may be

necessary due to architectural and structural reasons duly recommended and verified by the Architect or Structural Engineer subject to variation of 3 per cent (plus/ minus) on account of structural, design and construction. In case of any dispute on the measurement of Net Area, the same shall be physically measured after removing all finishes including plaster flooring that have been applied / fitted and the cost of removal and refitting of such finishes shall be borne by the Party who raises the dispute in relation to the measurement of Net Area.

Save and except the above and as permitted under the Applicable Laws, the Promoter shall have to obtain prior consent in writing of the Allottee in respect of variations or modifications which may adversely affect the Apartment of the Allottee.

2. CONSIDERATION/ PURCHASE PRICE

- 2.1. The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee the Apartment for the Total Consideration subject to the terms and conditions contained under this Agreement.
- 2.2. The Allottee has paid on or before execution of this Agreement a sum of ☐[●](Rupees [●] Only) (being [●]% of the Total Consideration) and hereby agrees to pay to the Promoter the balance amounts of Total Consideration either lump sum or in the manner as described in **Schedule-“D”** hereto.
- 2.3. The Total Consideration excludes the Taxes payable by the Promoter up to the date of handing over the possession of the Apartment, which shall be separately payable by the Allottee in the manner as may be decided by the Promoter.
- 2.4. The Total Consideration is escalation-free, save and except escalations/ increases, due to increase on account of development charges payable to the Authority and/or any other increase in charges which may be levied or imposed by the Authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost, or levies imposed by the Authority, the Promoter shall ☐ enclose ☐ the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Allottee, which shall be paid by the Allottee.

- 2.5. The Promoter shall confirm the final NetArea that has been allotted to the Allottee after the development of the Project is completed and the Occupancy Certificate is granted by the Authority, by furnishing details of the changes, if any, in the NetArea, subject to a variation cap of three percent (plus/ minus). The Total Consideration payable for the Net Area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the Net Area within the defined limit then Promoter shall refund the excess money paid by Allottee within forty-five days with Interest, from the date when such an excess amount was paid by the Allottee. If there is any increase in the Net Area allotted to Allottee, the Promoter shall demand additional amount from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Total Consideration payable under this Agreement.
- 2.6. The Allottee shall be responsible for ensuring that payment of each installment is made within 15 (fifteen) days of the receipt of the demand for the said installment being made by the Promoter. Payment shall be deemed to have been made when credit is received for the same by the Promoter in its account. The Allottee agrees to pay to the Promoter, Interest, on all the delayed payment which become due and payable by the Allottee to the Promoter under the terms of this Agreement from the date the amount is payable by the Allottee to the Promoter.
- 2.7. The Allottee agrees and understands that the Promoter has agreed to sell the Apartment to the Allottee on the specific assurance of the Allottee that the Allottee:
- (a) shall make full payment of the Total Consideration as per the Payment Plan, without any delay or demur for any reason whatsoever;
 - (b) shall observe all the covenants, obligations and restrictions stated in this Agreement; and
 - (c) confirms that any breach or failure to observe the aforesaid covenants, obligations and restrictions would constitute a breach of the terms of this Agreement by the Allottee.
- 2.8. The Allottee hereby grants his/her/its irrevocable consent to the Promoter to securitize the Total Consideration and / or part thereof and the amounts receivable by the Promoter hereunder and to assign to the banks/financial institutions the right to directly receive from the Allottee the Total Consideration and /or

part thereof and / or the amounts payable herein. It is further agreed that any such securitization shall not lead to an increase in the Total Consideration paid by the Allottee for the Apartment and any payment made by the Allottee to the Promoter and / or any bank or financial institution nominated by the Promoter in writing shall be treated as being towards the fulfilment of the obligations of the Allottee under this Agreement to the extent of such payment.

3. ADJUSTMENT/APPROPRIATION OF PAYMENTS:

3.1. The Allottee hereby irrevocably authorizes the Promoter to adjust/appropriate all payments made by him/her/it, notwithstanding any communication to the contrary, in the following manner:

- (a) Firstly, towards the Cheque Bouncing Charges in case of dishonor of any cheque issued by the Allottee;
- (b) Secondly, towards Interest due as on the date of payment;
- (c) Thirdly, towards cost and expenses for enforcement of this Agreement and recovery of Total Consideration, dues and Taxes payable in respect of the Apartment or any other administrative or legal expense incurred by the Promoter on account of delay in payment by the Allottee and consequential actions required to be taken by the Promoter; and
- (d) Fourthly, towards outstanding dues including Total Consideration in respect of the Apartment or under this Agreement.

Under any circumstances and except in the manner as aforesaid, no express intimation or communication by the Allottee, with regard to appropriation/application of the payments made hereunder shall be valid and binding upon the Promoter.

3.2. The Allottee hereby grants to the Promoter the unequivocal and irrevocable consent to recover/set off/adjust the amounts payable by the Allottee to the Promoter including the Total Consideration, Interest and/or Liquidated Damages against any other amounts payable by the Allottee to the Promoter or by the Promoter to the Allottee pursuant to this Agreement and in relation to the Apartment.

3.3. The Allottee agrees and undertakes not to raise any objection or make any claims with regard to such adjustment / set off and the

claims, if any, of the Allottee, in that regard, shall be deemed to have been waived.

4. TIME IS ESSENCE

- 4.1. Time is essence for the Promoter as well as for the Allottee. The Promoter shall abide by the time schedule for completing the Project and handing over the possession of the Apartment to the Allottee after receiving the Occupancy Certificate.
- 4.2. The Allottee shall make timely payments of the instalment of Total Consideration and other dues and Reimbursements payable by him/her/it and meeting the other obligations under the Agreement simultaneous with the completion of Project by the Promoter in the manner as prescribed under the Payment Plan.

5. FLOOR SPACE INDEX

- 5.1. The Promoter hereby declares that the Floor Space Index available as on date in respect of the Project Land is [●] square meters only and the Promoter has planned to utilize Floor Space Index ("FSI") of [●] by availing of transferable development rights (TDR) or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as per Applicable Laws or based on expectation of increased FSI which may be available in future on modification under the Applicable Laws, which are applicable to the Project. The Promoter has disclosed the FSI of [●] as proposed to be utilized by it/ him on the Project Land in the Project and the Allottee has agreed to purchase the Apartment based on the proposed construction and sale of Apartment to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only.
- 5.2. There is possibility of getting additional FSI in future in the form of either paid FSI, premium FSI, amenity/road handover FSI, due to amalgamation of adjoining land or otherwise. Whenever this additional FSI is sanctioned by the Authority to be used in the Project, the Promoter shall have the right to apply for revision of plans accordingly and for which the Allottee hereby gives its/ his/ her specific consent to the Promoter to carry out revision in sanctioned plans.

6. POSSESSION OF THE APARTMENT:

- 6.1. The Promoter shall give possession of the Apartment to the Allottee on or before the Scheduled Possession Transfer Date.

- 6.2. Subject to the Allottee not being in breach of any of the terms hereof and the Allottee having paid all the dues and amounts hereunder including the Total Consideration, the Promoter shall endeavor to provide/ transfer the Apartment to the Allottee on or before the Scheduled Possession Transfer Date.
- 6.3. The Promoter shall offer the possession to the Allottee in writing by letter within 7 (seven) days of receiving the Occupancy Certificate of the Project.
- 6.4. The Allottee shall make full payment of all amounts payable under this Agreement within 15 (fifteen) days of the Promoter intimating him/ her/ it, in writing, that the Apartment is ready for possession and shall thereafter take possession of the Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as may be prescribed in this Agreement or required by the Promoter for completing the transaction. In the event the Allottee fails and, or, neglects to take possession of the Apartment within 2 (two) months from the date of the letter, the Allottee shall be liable to pay demurrage charges to the Promoter at the rate of [●] per square foot of Net Area per month or part thereof from the expiry of the aforementioned 2 (two) month period till such time the Allottee takes the possession of the Apartment. The amounts payable by the Allottee pursuant to this clause shall be in addition to any other charges payable by the Allottee. Notwithstanding the aforesaid and subject to payment of dues by the Allottee if any, it shall be deemed that the Allottee has taken possession of the Apartment on the expiry of the 2 months from the date of the letter issued by the Promoter and the Allottee shall alone be responsible / liable in respect of any loss or damage that may be caused to the Apartment after this date. Further, such Allottee shall continue to be liable to pay maintenance charges and other pro-rata charges as applicable.
- 6.5. If the Promoter fails to complete or is unable to give possession of an Apartment by the time schedule for completing the Project and handing over the Apartment to the Allottee, the Promoter shall be liable on demand to the Allottee, in case the Allottee wishes to withdraw from the Project, to return the amount received by the Promoter in respect of the Apartment, with Interest. Provided that where an Allottee does not intent to withdraw from the Project, the Allottee shall be paid, by the Promoter, Interest for every month of delay, till the handing over of the possession of the Apartment.

Notwithstanding any other provision of this Agreement, the Promoter shall, without being liable to the Allottee in any way including in respect of payment of Interest, be entitled to reasonable extension of time for giving delivery of Apartment on the aforesaid date, if the completion of the Project in which the Apartment is to be situated is delayed on account of -

- (i) war, riots, civil disturbance/ commotion or act of God;
- (ii) any event of Force Majeure;
- (iii) any notice, order, rule, notification of the Government and/or other public or competent authority or of the court which affects the Project in which the Apartment is located;
- (iv) delay in issuance of Occupancy Certificate by the competent Authority due to reason/s not attributable to the non-compliance of the Promoter.

7. OTHER AMENITIES

The fixtures and fittings with regard to the flooring and sanitary fittings and other amenities in the Unit and Building are set out in **Annexure-“B”**, annexed hereto.

8. TERMINATION:

8.1. This Agreement is not terminable under any circumstances, save and except the specific circumstances stated below under this clause of termination. The Parties have entered into this Agreement, knowing fully well that the Total Consideration of the Apartment and other payments payable by the Allottee may change (increase or decrease) in accordance with the provisions of this Agreement and both the Parties confirm that they shall not seek to terminate this Agreement, under any pretext or guise, in order to benefit from and, or, escape from the impact of such change in the Total Consideration or other payments/Reimbursements.

8.2. Termination by the Promoter

The Promoter shall have right to terminate this Agreement only in the following circumstances:

- (a) **Non-payment of dues:** If the Allottee is in breach of any of his/her/its obligations under this Agreement, including but not limited to making payment of the amounts as per the Payment Plan, Interest (if any), Taxes as may be payable by the Allottee in terms of this Agreement, other outgoings etc.

within 15 (fifteen) days of the date of receipt of the letter issued by the Promoter, the Allottee shall be deemed to be in default.

In the event of such default, the Promoter shall issue to the Allottee notice of such default (“**Default Notice**”) and the Allottee shall be provided with a further period of 15 (fifteen) days from the Default Notice to cure the said default.

In the event that the Allottee fails to cure such default within 15 (fifteen) days from the Default Notice (or such default is not capable of being rectified), the Promoter shall have the option to terminate this Agreement by sending a notice of termination by registered AD / speed post.

- (b) **Attempt to Defame:** The Allottee agrees not to do or cause to be done by any party known to him/it/her any act, deed or thing or behave inappropriately or correspond or communicate in a manner that would in any manner affect or prejudice or defame the Building / Project / Project Land or the Promoter or its representatives. In the event the Allottee does or any such act, deed or thing then the Promoter shall, without prejudice to any other rights or remedies available in law, have the option to the terminate this Agreement by sending the notice of termination by registered AD / speed post.
- (c) **Prolonged Stoppage in construction:** In the event the construction of the wing or floor of the Building in which the Apartment is located has been stopped for a period of more than [●] year due to Applicable Law or otherwise, the Promoter shall have the option to terminate this Agreement by sending the notice of termination by registered AD / speed post.

After the termination notice, as referred above, the Promoter shall have the right to terminate/ cancel the Agreement unilaterally by executing a cancellation deed in respect of this Agreement and shall unilaterally register the same with the concerned sub-registrar of assurances at the cost and expenses of the Allottee.

8.3. **Termination by the Allottee**

The Allottee shall have the right to terminate this Agreement only in the following circumstances:

- (a) **Delay in possession beyond Scheduled Project Completion Date:** Subject to the Allottee having paid all the amounts due and payable under this Agreement, if the Promoter fails to offer possession of the Apartment within the Scheduled Project Completion Date (including extension period, if any), then:
- (i) Within 30 (thirty) days of expiry of the Scheduled Project Completion Date, the Promoter shall inform the Allottee the revised date by which the Apartment is likely to be ready for being offered for possession. On receipt of such written intimation, unless the Allottee elects to terminate this Agreement, the date of offering the possession shall stand revised to and substituted by revised date communicated by the Promoter. The Promoter shall credit Interest to the Allottee for the period between the expired period and the date on which possession is finally offered to the Allottee; or
 - (ii) Within 30 (thirty) days from expiry of the period, the Allottee may by giving notice in writing elect to terminate this Agreement. Where the notice of termination of the Allottee is not received by the Promoter within the aforementioned period of 30 (thirty) days from expiry of the period, the Allottee shall be deemed to have elected to proceed in accordance and pursuant to the provisions of sub-clause (i) above.

8.4. Consequences of Termination

- (a) On a termination of this Agreement by either Party in accordance with the provisions of clause 8.2(a) or(b) above, the Promoter shall refund to the Allottee (after the adjustment and/or recovery of agreed Liquidated Damages, Interest and/ or any other amount which may be payable by the Allottee under this Agreement), within a period of 45(forty five) days of the termination, such amounts which may till then have been paid by the Allottee to the Promoter. The booking / allotment of the Apartment shall stand immediately terminated and the Allottee shall have no right whatsoever with respect to the Apartment, save and except the right to receive the refund of the amount as mentioned above.

For avoidance of doubt, it is clarified that any amount paid by the Allottee which has been utilized towards payment of taxes to any Authority shall not be refunded unless (and till such time that) the Promoter receives credit from the same from the relevant Authority.

- (b) On a termination of this Agreement in accordance with the provisions of clause 8.2(c) or 8.3(a), the Promoter shall refund with Interest to the Allottee, (subject to adjustment and recovery of agreed amounts which may be payable by the Allottee under this Agreement), within a period of 45(forty five) days of the termination, such amounts which may till then have been paid by the Allottee to the Promoter.

For the avoidance of doubt, it is clarified that Interest will not be payable on any amounts paid by the Allottee towards any taxes and/or any other government levy.

9. DEFECT LIABILITY:

- 9.1. If within a period of five years from the date of handing over the possession of the Apartment to the Allottee, the Allottee brings to the notice of the Promoter any Structural Defect in the Apartment or any defects on account of workmanship, quality or provision of services (excluding wear and tear and misuse), then, wherever possible such defects (unless caused by or attributable to the Allottee) shall be rectified by the Promoter at his/ her/ its own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoter, reasonable compensation for rectifying such defect based on the estimated cost of rectifying such defects as determined by the Architect of the Promoter. Provided that the Promoter shall not be liable in respect of any Structural Defect or defects on account of workmanship, quality or provision of service which cannot be attributable to the Promoter or beyond the control of the Promoter.

Notwithstanding anything stated in this clause or elsewhere in this Agreement, the Promoter shall not be in any way liable to repair or provide compensation for Structural Defects as set out in this clause where the Allottee has made any structural changes in the Apartment or in the materials used thereon.

- 9.2. The Project as a whole has been conceived, designed and constructed based on the commitments and warranties given by the vendors/ manufacturers that all equipments, fixtures, and fittings shall be maintained and covered by maintenance/ warranty contracts.

- 9.3. The Parties hereby agree that the warranty period for the fixtures, fittings, articles, things and various other facilities/ amenities used/ installed for development of the Apartment/ Building/ Project, shall be as per the warranties given by the respective manufacturers of such articles. It is further agreed that the Promoter shall not be liable in any manner for any defects in such materials and related works. Further where the manufacturer warranty as shown by the Promoter to the Allottee ends before the defects liability period and such warranties are covered under the maintenance of the said Apartment/ Building, and if the annual maintenance contracts are not done/ renewed by the Allottee/ Maintenance Society, the Promoter shall not be responsible for any defects occurring due to the same.
- 9.4. It is expressly agreed that before any liability of defect is claimed by or on behalf of the Allottee, it shall be necessary to appoint an expert, who shall be a jointly nominated surveyor, who shall survey and access the same and shall then submit a report to state the defects (if any) in materials used, in the structure built of the Apartment and in the workmanship executed keeping in mind the aforesaid agreed clauses of this Agreement.

10. USE OF THE APARTMENT:

The Allottee shall use the Apartment or any part thereof or permit the same to be used only for purpose of [●]³. The Allottee shall use the garage or parking space only for purpose of keeping or parking vehicle.

11. FORMATION OF MAINTENANCE SOCIETY:

- 11.1. The Allottee along with other allottee(s) of the Project shall co-operate in forming and registering the Maintenance Society to be known by such name as the Promoter may decide and for this purpose the Allottee shall sign and execute the necessary documents, as may be required and from time to time, for the formation and registration of the Maintenance Society and for becoming a member, including the bye-laws/memorandum and articles of association of the proposed Maintenance Society and duly fill in, sign and return to the Promoter within 7 (seven) days of the same being forwarded by the Promoter to the Allottee, so as to enable the Promoter to register the Maintenance Society.
- 11.2. No objection shall be taken by the Allottee, if any, changes or modifications are made in the draft bye-laws, or the memorandum and/or articles of association, as may be required by the registrar of

³residence/office/show-room/shop/godown for carrying on any industry or business

co-operative societies or the registrar of companies, as the case may be, or any other Authority.

- 11.3. The Promoter, either itself or by appointing any facility management agency, will operate and maintain the management of the Maintenance Society and the Project for a period of [●] ([●]) years from the Schedule Possession Transfer Date without imposing/ raising any additional cost, charge or expenses for the same from the Allottee and/ or the Management Society. However, on completion of the initial period of [●] ([●]) years, the period of operation and management of the Project may be extended on mutual terms and conditions agreed between the Management Society and the Promoter or its agency.
- 11.4. Within 15 (fifteen) days after notice in writing is given by the Promoter to the Allottee and upon handing over the management and maintenance of the Project by the Promoter to the Maintenance Society, the Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the NetArea of the Apartment) of all outgoings in respect of the Project, namely, local taxes, betterment charges or such other levies as may be levied by the concerned Authority, including but not limited to water charges, common lights, repairs and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the Project. Any payments received by the Promoter towards the management and maintenance of the Project from the Allottee, shall be transferred to the Maintenance Society.
- 11.5. The Allottee hereby agrees and undertakes that the Allottee along with other apartment holders in the Maintenance Society shall be liable to pay all out of pocket expenses including stamp duty, registration charges, legal fees and all other applicable levies and Taxes, administrative expenses for transferring/handling over the remaining rights of the Promoter in the Project to the Maintenance Society, save and except the unsold units together with their exclusive areas (if any), garage (if any) and the undivided proportionate right, title and interests in the Common Area and Facilities.
- 11.6. All maintenance related amounts are compulsorily payable by the Allottee in the future upon demand being raised by the Maintenance Society, regardless of whether the Allottee uses some of the facilities or not. Any delay or default in payment of the amounts under this clause shall constitute a breach of the terms of this Agreement and shall lead to suspension of access to the facilities provided by the Promoter/ Maintenance Society till such

time all due amounts are paid together with Interest for the period of delay in payment.

- 11.7. The Promoter shall provide expense details only in connection of maintenance related amounts at the time of handover of the affairs of the Project to the Maintenance Society and shall not provide expense details for any other head.
- 11.8. The property tax in respect of the Apartment shall be borne and paid by the Allottee from the date of Scheduled Possession Transfer Date.

12. OTHER OUTGOINGS, TAXES AND INTERESTS:

- 12.1. Over and above the amounts mentioned in this Agreement to be paid by the Allottee, the Allottee shall on or before delivery of possession of the Apartment shall pay to the Promoter such proportionate share of the outgoings as may be determined by the Promoter and which are not covered in any other provisions of this Agreement.
- 12.2. The Allottee agrees that all levies, charges, cess, taxes, water charges, electricity user meter charges and gram panchayat / local authority municipal tax, in respect of the Apartment shall be solely and exclusively borne and paid by the Allottee.
- 12.3. In the event the Maintenance Society has been formed but there is / are apartments in the Building that are not sold by the Promoter, till such time that such unsold apartment(s) is / are sold / leased, the property tax for such unsold units/ apartments shall be payable by the Promoter as charged by the Authority and the proportionate charges in respect of the Common Areas and Facilities shall be payable by the Promoter for such unsold units/ apartments.

13. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

- 13.1. 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 ("FEMA"), Reserve Bank of India Act, 1934 ("RBI Act") 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. The Allottee understands and agrees that in the event of any failure on his/her/its part to comply with the applicable guidelines issued by

the Reserve Bank of India, he/she/it may be liable for any action under the FEMA or other laws as applicable, as amended from time to time.

- 13.2. The Promoter accepts no responsibility in regard to matters specified in clause 13.1 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.

14. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

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

- (i) The Promoter has clear and marketable title with respect to the Project Land as declared in the Title Report annexed to this Agreement and has the requisite rights to carry out development upon the Project Land and also has actual, physical and legal possession of the Project Land for the implementation of the Project.

(In case the Promoter is not owner of the Land, give details of collaboration with such owner)

- (ii) The Promoter has lawful rights and requisite approvals from the Authority to carry out development of the Project and shall obtain requisite Approvals from time to time to complete the development of the Project.
- (iii) There are no encumbrances upon the Project Land or the Project except those disclosed in the Title Report.
- (iv) There are no litigations pending before the Authority with respect to the Project Land or Project except those disclosed in the Title Report.
- (v) All Approvals issued by the Authority with respect to the Project are valid and subsisting and have been obtained by following due process of law. Further, all Approvals to be issued by the Authority with respect to the Project shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all Applicable Laws in relation to the Project.

- (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, 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 Project including the 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 Apartment to the Allottee in the manner contemplated in this Agreement.
- (ix) The Promoter has duly paid and shall continue to pay and discharge undisputed 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 Project to the Authority up to the Scheduled Possession Transfer Date. However, on and from the date of the Scheduled Possession Transfer Date, the Allottee shall be liable to pay all the applicable payments and charges in respect of the Apartment.
- (x) No notice from the Authority (including any notice for acquisition or requisition of the Project Land) has been received or served upon the Promoter in respect of the Project Land and/or the Project except those disclosed in the Title Report.

15. COVENANTS BY THE ALLOTTEES:

The Allottee along with all persons into whose hands the Apartment may come, hereby covenants with the Promoter as follows:-

- (a) To maintain the Apartment at the Allottee's own cost in good and tenantable repair and condition from the Scheduled Possession Transfer Date of the Apartment and shall not do or suffer to be done anything in or to the Project which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the Apartment or any part thereof without the consent of the Authority.
- (b) Not to store in the Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the Building in which the Unit is situated or storing of which goods is objected to by the Authority and shall take care while carrying heavy packages which may damage or likely

to damage the staircases, common passages or any other structure of the Building in which the Unit is situated, including entrances of the Building in which the Unit is situated and in case any damage is caused to the Building in which the Unit is situated or the Unit on account of negligence or default of the Allottee in this behalf, the Allottee shall be solely liable for the consequences of the breach.

- (c) To carry out at his/her/its own cost all internal repairs to the Unit/Exclusive Area/garage and maintain the same in the good condition, state and order in which it was delivered by the Promoter to the Allottee and shall not do or suffer to be done anything in or to the Building in which the Unit is situated or the Unit which may be contrary to the rules and regulations and bye-laws of the Authority. In the event of the Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the Authority or Maintenance Society.
- (d) Save and except the area prescribed by the Promoter (if any) not to put any wire, pipe, grill, plant, outside the windows of the Unit to *inter alia* dry any clothes or put any articles outside the Unit or the windows of the Unit or any storage in any area which is visible from the external facade of the Building, without prior permission of the Promoter.
- (e) The Allottee shall ensure and cause the Maintenance Society to ensure that the Building is painted once every 5 (five) years from the Schedule Possession Transfer Date and kept in good and proper condition and shall maintain the highest standards with regular cleaning and maintenance of the Building.
- (f) The Allottee agrees and undertakes to cause the Maintenance Society to ratify and confirm that the name of the Building and / or Maintenance Society shall not be changed without the prior written consent of the Promoter.
- (g) The Allottee shall use the Car Parking Space only for purpose of parking the Allottee's own vehicles.
- (h) Not to put any claim in respect of the restricted amenities including open spaces, any space available for hoardings, exclusive area, gardens attached to other units or terraces. The Allottee is aware that certain parts of the Building shall be allocated for exclusive use of certain users / residents. The price of the Apartment has been determined taking this into consideration and the Allottee waives his/ her/ its right to raise any dispute in this regard.

- (i) The Allottee agrees and acknowledges that the sample unit constructed by the Promoter and all furniture's, items, electronic goods, amenities etc., provided thereon are only for the purpose of show casing the unit and the Promoter is not liable / required to provide any furniture, items, electronic goods, amenities, etc. as displayed in the sample unit, other than as expressly agreed by the Promoter under this Agreement.
- (j) The Allottee agrees and acknowledges (and the Allottee shall cause the Maintenance Society to agree and ratify) that the Promoter shall have the unconditional and irrevocable right to sell, transfer, lease, encumber and / or create any right, title or interest in the unsold units/ apartments and/ or assign/ transfer all its right, title or interest in the Project to any third party, without any further consent / no-objection of any nature whatsoever in this regard from the Allottee.
- (k) The Allottee agrees and acknowledges (and the Allottee shall cause the Maintenance Society to agree and ratify) that it shall forthwith admit any purchasers of units/ apartments in the Project and shall forthwith issue share certificates and other necessary documents in favour of such purchasers, without raising any dispute or objection to the same, and without charging / recovering from them any fees, donation or any other amount of whatsoever nature in respect thereof except the amount which the purchaser may be required to pay the Maintenance Society for the maintenance and management of the Project. Further, it is hereby agreed that the purchaser / lessees / occupants of these unsold apartments shall enjoy and shall be entitled to enjoy all rights and privileges with respect to the use of the Common Areas and Facilities at par with any other members of the Maintenance Society.
- (l) The Allottee is aware that in order to ensure safety of the workmen and the Allottee, the Allottee shall not be allowed to visit the site of the Project during the time that the Building is under construction without the prior permission of the Promoter.
- (m) Upon and after handover of the management of the Project to the Maintenance Society, the Maintenance Society (and its members) will be responsible for fulfilment of all obligations and responsibilities in relation to the Approval as may be required by the Authority from time to time.
- (n) The Allottee is aware that various purchasers have chosen to buy unit(s)/ apartment(s) in the Project with the assurance that the conduct of all users of the Project shall be appropriate and in line with high standards of social behavior. Similarly, the Promoter has agreed to sell the Apartment to the Allottee on the premise that the Allottee

shall conduct himself/herself/itself in a reasonable manner and shall not cause any damage to the reputation of or bring disrepute to or cause nuisance to any of the other purchasers in the Project and/or the Promoter.

- (o) Not to demolish or cause to be demolished the Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the Building in which the Unit is situated and shall keep the portion, sewers, drains and pipes in the Unit and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the Building in which the Unit is situated and shall not in any other manner cause damage to columns, beams, walls, slabs or RCC, partitions or other structure.
- (p) Not to do or permit to be done any act or thing which may render void or voidable any insurance, if any, of the Project in which the Unit is situated or any part thereof or whereby any increased premium shall become payable in respect of such insurance.
- (q) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the Unit in the compound or any portion of the Project in which the Unit is situated.
- (r) Pay to the Promoter within 15 (fifteen) days of demand by the Promoter, his/her/its share of security deposit demanded by the concerned Authority for giving water, electricity or any other service connection to the Project in which the Unit is situated.
- (s) To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the Authority, on account of change of use of the Unit by the Allottee for any purposes other than for purpose for which it is sold.
- (t) The Allottee shall not let, sub-let, transfer, assign or part with interest or benefit of this Agreement until all the dues payable by the Allottee are fully paid to the Promoter and that the Allottee is not in breach of or non-observance of any of the terms and conditions of this Agreement.
- (u) The maintenance of the Apartment is the primary responsibility of the Allottee and he/she/it shall always take necessary precautions and preventive measures to ensure that the Apartment is maintained in a good condition. The Allottee shall not cause any such activity

that will be harmful to adjoining neighbors and for the Building structure.

- (v) The Allottee shall observe and perform all the rules and regulations which the Maintenance Society may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the Project and for the observance and performance of the rules, regulations and bye-laws for the time being of the concerned Authority. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Maintenance Society regarding the occupancy and use of the Unit in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.
- (w) The Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the Projector any part thereof to view and examine the state and condition thereof.
- (x) Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the Apartment and/ or the Projector any part thereof. The Allottee shall have no claim save and except in respect of the Apartment hereby agreed to be sold/ conveyed to it/ him/her.
- (y) The Allottee hereby gives specific consent to the Promoter for change in sanctioned plans and additions or alternations as required for the Project and permitted by the Authority. However, in case where the consent of the Allottee is required under the provisions of the Act, Rules and Regulations framed thereunder, the Promoter shall send the proposed change through registered e-mail address to the Allottee and in case the Allottee doesn't reply his/her/its dissent on the same within 7 (seven) days from the date of e-mail, shall be treated that the Allottee have given informed specific consent for the said change and thereafter Allottee shall not raise any dispute about the same in future. Notwithstanding anything contained hereinbefore, the Allottee agrees and accepts that unless and until proposed revision of sanctioned plans are not against the express provisions of the Act they shall not withhold the consent.

16. MAINTENANCE OF THE PROJECT:

The Promoter shall be responsible to provide and maintain the essential services in the Project till the taking over of the maintenance of the Project

by the Maintenance Society upon the issuance of the Occupancy Certificate of the Project.

17. RIGHT TO ENTER THE APARTMENT FOR REPAIRS:

The Promoter/ Maintenance Society shall have rights of unrestricted access of all Common Areas and Facilities for providing necessary maintenance services and the Allottee agrees to permit the Promoter/ Maintenance Society to enter into the Unit/Exclusive Area/garage, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

18. USAGES OF COMMON AREA AND FACILITIES:

The Common Areas and Facilities, as located within the Project, shall be used as permitted. The Allottee shall not be permitted to use the premises in any manner whatsoever, other than those earmarked for specific use.

19. CAR PARKING:

19.1. At the request of the Allottee, the Promoter hereby permits the Allottee to use [●] number of Car Parking Spaces within the Project. The allocation of these spaces shall be at the sole discretion of the Promoter and the Allottee hereby agrees to the same. The Allottee is aware that the Promoter has in the like manner allocated / shall be allocating other Car Parking Spaces to other purchasers of the apartment(s) in the Project and undertakes not to raise any objection in that regard and any rights of the Allottee to raise any such objection is hereby waived by the Allottee. The Allottee hereby further warrants and confirms that the Allottee shall, upon formation of the Maintenance Society, cause such Maintenance Society to confirm and ratify and shall not permit the Maintenance Society to alter or change the allocation of Car Parking Spaces in the manner allocated by the Promoter to the various purchasers (including the Allottee herein) of the apartment(s) in the Project.

19.2. The Allottee hereto agrees and acknowledges that at the time of handover the maintenance and management to the Maintenance Society, the Promoter shall earmark certain Car Parking Spaces for use by such unsold units/ apartments and the Allottee hereby agrees and shall cause the Maintenance Society to ensure that these Car Parking Spaces are kept available for use by the purchasers / occupants of the unsold units/ apartments.

20. COMPLIANCE OF LAWS, NOTIFICATIONS ETC.:

20.1. The Parties are entering into this Agreement with the full knowledge of all Applicable Laws.

- 20.2. The Parties hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the Authority at the time of sanctioning the said plans or thereafter and the Promoter shall obtain the Occupancy Certificate before handing over possession of the Apartment to the Allottee.

21. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:

After the Promoter executes this Agreement he/she/it 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 agreed to purchase the Apartment.

22. UTILITY PROVISIONS

- 22.1. The Allottee hereto agrees and acknowledges that the Promoter shall enter into contracts with third parties to provide various services such as electricity supply, water supply, gas supply, garbage handling, security services, housekeeping, sewage network management, traffic management, emergency services and other general operations in respect of Project and/or lay related infrastructure thereto to the residents of the Project on the terms and conditions contained therein. The Promoter reserves the absolute right to conduct all negotiations, renegotiations and finalize terms in this regard. The terms and conditions of such contracts shall be binding on all the allottees of the Project and all the residents / purchasers / Maintenance Society shall adhere to the same without raising any dispute thereto. The Allottee has no objection to the above and waives all his/her/its rights to raise any objection.
- 22.2. The Allottee agrees not to install television antennas, radio transmitting and receiving antennas or satellite dishes without prior consent of the Promoter. The Allottee shall preserve the aesthetics of the elevations of the Project. No allottees of the Project shall be entitled to install air conditioning units, window air conditioner units thereby affecting the elevations at the frontage as well affecting the common use of the passages, lobbies and Common Areas and Facilities in the Project. Such air conditioners may be installed only at the space as may be provided by the Promoter.
- 22.3. The Allottee is aware that the Promoter is not in the business of or providing services proposed to be provided by various service providers (including utility service providers). The Promoter does

not warrant or guarantee the use or performance of these services provided by the respective service providers. The Parties hereto agree that the Promoter is not and shall not be responsible or liable in connection with any defect or the performance / non-performance of these services provided by the respective service providers.

23. LOAN AGAINST THE APARTMENT

- 23.1. The Parties agree that notwithstanding any loan or financial assistance availed or to be availed by the Allottee in connection with the payments to be made pursuant to this Agreement (the “**Allottee’s Loan**”) and any mortgage to be created over the Apartment in connection with such Allottee’s Loan (which requires the prior written consent of the Promoter), the Allottee shall remain solely and wholly responsible for the timely payment of the Total Consideration and any other amounts payable under this Agreement.
- 23.2. The Parties further agree that the Promoter shall not in any way be liable or responsible for the repayment of the Allottee’s Loan taken by the Allottee. All costs in connection with the procurement of the Allottee’s Loan and creation of a mortgage over the Apartment and payment of charges to banks or financial institutions in this connection shall be solely and exclusively borne and incurred by the Allottee. Notwithstanding the provisions hereof, it is clarified that until all the amounts payable to the Promoter under this Agreement have not been paid, the Promoter shall have a lien on the Apartment to which the Allottee has no objection and hereby waives his/her/its right to raise any objection in that regard.
- 23.3. The Allottee hereby expressly agrees that so long as the Allottee’s Loan and the Total Consideration remain unpaid / outstanding, the Allottee subject to the terms hereof, shall not sell, transfer, let out and / or deal with the Apartment in any manner whatsoever without obtaining prior written permission of the Promoter and/ or the relevant banks / financial institutions which have advanced the Allottee’s Loan. The Promoter shall not be liable for any of the acts of omission or commission of the Allottee which are contrary to the terms and conditions governing the Allottee’s Loan. It shall be the sole responsibility of the Allottee to inform the Maintenance Society about the lien / charge of such banks / financial institutions and the Promoter shall not be liable or responsible for the same in any manner whatsoever.

- 23.4. The Allottee indemnifies and hereby agrees to keep indemnified the Promoter and its successors and assigns from and against all claims, costs, charges, expenses, damages and losses which the Promoter and its successors and assigns may suffer or incur by reason of any action that any bank/financial institution may initiate on account of the Allottee's Loan or for the recovery of the Allottee's Loan or any part thereof or on account of any breach by the Allottee of the terms and conditions governing the Allottee's Loan.

24. BINDING EFFECT:

This Agreement does not create any binding obligation on the part of ~~the~~ Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules and annexures along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of its receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub-Registrar of Assurances 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 15 (fifteen) days from the date of receipt of notice by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

25. ENTIRE AGREEMENT:

This Agreement, along with its schedules and annexures, 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, negotiations, commitments, writings, discussions, representations and warranties made by the Promoter in any documents, brochures, advertisements, hoardings, etc. and / or through any other medium hereinbefore agreed upon between the Promoter and the Allottee which may in any manner be inconsistent with what is stated herein.

26. RIGHT TO AMEND:

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

27. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE / SUBSEQUENT ALLOTTEES:

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Apartment and the Project shall equally be applicable to and enforceable against 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.

28. CONFIDENTIALITY:

28.1. The Parties hereto agree that all the information, documents etc. exchanged to date and which may be exchanged including the contents of this Agreement and any documents executed in pursuance thereof (the “**Confidential Information**”) is confidential and proprietary and shall not be disclosed, reproduced, copied, disclosed to any third party without the prior written consent of the other Party. The confidentiality obligations under this clause shall survive even after handing over possession of the Apartment and is legally binding on the Parties and shall always be in full force and effect.

28.2. Either Party shall not make any public announcement regarding this Agreement without prior consent of the other Party.

28.3. Nothing contained hereinabove shall apply to any disclosure of Confidential Information if:

- (a) such disclosure is required by Applicable Law or requested by any Authority; or
- (b) such disclosure is required in connection with any litigation; or
- (c) such information has entered the public domain other than by a breach of the Agreement.

29. WAIVER

Any delay tolerated or indulgence shown by the Promoter in enforcing any of the terms of this Agreement or any forbearance or extension of time for payment of instalment to the Allottee by the Promoter shall not be construed as waiver on the part of the Promoter of any breach or non-compliance of any of the terms and conditions of this Agreement by the Allottee nor the same shall in any manner prejudice or affect the rights of the Promoter.

30. SEVERABILITY:

30.1. If any provision of this Agreement shall be determined to be void or unenforceable under the 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 the Applicable Laws and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

30.2. The Parties may negotiate in good faith to replace such unenforceable provisions so as to give effect nearest the provision being replaced, and that preserves the Party's commercial interests under this Agreement.

31. 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 Net Area of the Apartment bears to the total Net Area of all the Apartments in the Project.

32. FURTHER ASSURANCES:

The 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.

33. PLACE OF EXECUTION:

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory and the Allottee at the Promoter's office, or any other place, which may be mutually agreed between the Promoter and the Allottee. After execution of this Agreement it shall be duly registered at the office of the Sub-Registrar at [●] (specify the address of the concerned Sub-Registrar). Hence this Agreement shall be deemed to have been executed at [●] and duly registered in accordance with the provisions contained under The Registration Act, 1908.

34. EXECUTION AND REGISTRATION:

34.1. The Allottee and/ or Promoter shall present this Agreement as well as the deed of conveyance/ assignment of lease/transfer deeds in favour of the Allottee before the concerned sub-registrar of

assurances within the time prescribed therefore under the Registration Act, 1908 and all signatories of the deeds / agreement shall present and admit execution before the concerned sub-registrar of assurances.

- 34.2. It shall be the responsibility of the Allottee to immediately, after the execution of this Agreement, at his/her/its own cost and expense, lodge the same for the registration with the relevant sub-registrar of assurances. The Promoter may extend assistance / co-operation for the registration of this Agreement, at the cost and expense of the Allottee. However, the Promoter shall not be responsible or liable for any delay or default in such registration.

35. 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 A.D and/ or notified Email ID/ Speed Post at their respective addresses specified below:

[●]/*Name of the Allottee*

[●]/*Address of the Allottee*

[●]/*Notified E-mail ID*

[●]/*Name of the Promoter*

[●]/*Address of the Promoter*

[●]/*Notified E-mail ID*

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.

36. JOINT ALLOTTEES:

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/it which shall for all intents and purposes to consider as properly served on all the allottees.

37. STAMP DUTY AND REGISTRATION FEES:

The charges towards stamp duty and registration fees in respect of this Agreement shall be exclusively borne by the Allottee.

38. 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 referred to the Regulatory Authority appointed under the Act.

39. GOVERNING LAW:

The rights and obligations of the Parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the courts at [●] will have the jurisdiction for this Agreement.

Received on and from the Allottee □[●] (Rupees [●] Only)
above named the sum of □[●] (Rupees
[●]Only) on execution of this
Agreement by Cheque No.[●] dated [●]
drawn on [●] Bank at [●].

I/ We say received

For [●]

[●]

([●])

Promoter

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and sign this Agreement at [●] (city/ town name) in the presence of attesting witness, signing as such on the day, month and year first hereinabove written.

SIGNED AND DELIVERED BY THE WITHIN NAMED Allottee (including joint allottees)

1. Signature (Allottee): [●]

Name: [●]

Address: [●]

Passport Size photograph with signature across the photograph (Photograph of all Allottees in case of more than one Allottee)

2. Signature (Allottee): [●]

Name: [●]

Address: [●]

SIGNED AND DELIVERED BY THE WITHIN NAMED Promoter [●] through its signatory/ Director/ Designated Partner Shri [●] authorized by [●].

Signature (Authorised Signatory) [●]

Name [●]

Address [●]

Passport Size photograph with signature across the photograph (Photograph of all signatories)

All in the presence of:

WITNESSES:

3. Signature: [●]

Name: [●]

Address: [●]

4. Signature: [●]

Name: [●]

Address: [●]

SCHEDULE-“A”

[DESCRIPTION OF THE PROJECT LAND]

[•]

SCHEDULE-“B”**[DESCRIPTION OF THE BUILDING AND APARTMENT]****PART-A****[DESCRIPTION OF THE BUILDING]****[●]****PART-B****[DESCRIPTION OF THE APARTMENT ALONG WITH BOUNDARIES IN ALL FOUR DIRECTIONS]**

ALL THAT premises being unit no.[●], on the [●] Floor, wing [●], having carpet area admeasuring about [●] sq. mts. or thereabouts of the building known as "[●]", located at [●] constructed on the Project Land more particularly described in the Schedule-A hereinabove written together with (a) [●] sq. mtrs. undivided share, right, title and interests in Common Area and Facilities developed thereon, (b) exclusive balcony area admeasuring around [●] sq. mts., (c) exclusive verandah area admeasuring around [●] sq. mts. (d) exclusive open terrace area admeasuring around [●] sq. mts. and (e) garage/ covered parking No. [●] admeasuring [●] sq. mtrs. allotted to the Allottee for his/her/its exclusive use and the said Apartment is bounded as under:

On or towards East by : [●]

On or towards West by : [●]

On or towards North by : [●]

On or towards South by : [●]

The said Apartment is delineated by red colour boundary lines on the **plan** annexed hereto.

SCHEDULE-“C”

[FLOORPLAN OF THE APARTMENT]

[•]

SCHEDULE-“D”**[DESCRIPTION OF TOTAL CONSIDERATION AND PAYMENT PLAN]****1. TOTAL CONSIDERATION****[•]****2. PAYMENT PLAN****[•]****3. OTHER PAYMENTS****[•]**

All amounts stated hereinabove are exclusive of taxes (including but not limited to goods and service tax (GST), stamp duty, registration fee etc.) and all such taxes/levies have to be bore and paid by the Allottee separately immediately upon the same being demanded by the Promoter.

SCHEDULE-“E”

[DESCRIPTION OF THE PROJECT]

[●]

ANNEXURE-“A”

[Registration Certificate issued by Regulatory Authority]

ANNEXURE-“B”

[Specification and amenities for the Apartment]

ANNEXURE-“C”

[Title Report]

ANNEXURE-“D”

[Description of the Common Area and Facilities]

ANNEXURE-“E”

[Details of Reimbursements]