

AGREEMENT FOR SALE

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

By and Between

SHRIJI AWAS VIKAS PVT. LTD. (CIN no.U04520MP2005PTC017999), a company incorporated under the provisions of the Companies Act, having its registered office at S-105 IInd floor, City Bazar, Thatipur, Gwalior Pin No. 474011 and its corporate office at C-1, Wood's Residency, near new RTO office, Hurawali Hanuman Mandir, Gwalior Pin No. 474011. (PAN - AAKCS2210B), represented by its authorized signatory Mr. Anil Sharma (Managing Director) (Aadhar no.843722207155) authorized vide board resolution No. 14/2017 dated 10/04/2017 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 an Individual]

Mr. / Ms. _____, (Aadhar no. _____) son / daughter/wife 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 a assigns).

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

Note:

For the purpose of this Agreement for sale, unless the context otherwise requires, (a) "Act" means the real Estate (Regulation and development) Act, 2016.

(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.

WHEREAS :

A. The Promoter is the absolute and lawful owner of khasra nos./ survey nos. 444/1/2, 444/1/3, 444/1/4, 444/1/5, 444/1/6, 444/1/7, 444/1/8, 444/1/9, 444/2/1, 444/2/2, 444/3/1 and 444/3/2 total survey no.12. total area 24413.21 square meters situated at Sirol in Tehsil & District Gwalior vide sale deed(s) dated 20.06.2014

registered as documents no. 946 at the office of the Sub-Registrar, morar, Gwalior.

The Said Land is earmarked for the purpose of plotted/housing development of a residential project, comprising 124 houses/ plots and multi storied apartment buildings (second phase) and the said project shall be known as '**Woods Residency**' .

Provided that where land is earmarked for any institutional development the same shall be used for those purposes only and no commercial/residential development shall be permitted unless it is a part of the plan approved by the competent authority.

- B. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the Said Land on which Project is to be constructed have been completed.
- C. The TNCP Gwalior has granted the commencement certificate to develop the Project vide approval dated 01.09.2016 bearing registration no. GWLLP 1836/ 04468/uxzkfu/2016.
- D. The Promoter has obtained the final layout plan, sanctioned plan, specifications and approvals for the Project and also for the plot from Nagar Nigam Gwalior. 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.
- E. The Promoter has registered the Project under the provisions of the Act with the M.P. Real Estate Regulatory Authority at Bhopal on _____ under registration no. _____.
- F. The Allotte had applied for a plot/house in the project vide application no.dated and has been allotted plot no.having area ofsquare meters in the wood's residency as permissible under the applicable law and of pro rata share in the common areas as defined under clause (n) of section 2 of the Act (hereinafter referred to as the "Plot/house").
- G. The four sides boundaries of plot /House is east-----West----
---, North----- South----- .
- H. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein.
- I. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project.
- J. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter.

K. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the Plot/house as specified in para F & G.

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 Plot/house as specified in para F&G.

1.2 The Total Price for the Plot is Rs. _____
(Rupees _____ only) **(break up and description) .**

Breakup of the amounts such as cost of land with proportionate cost of common areas, development charges, corpus maintenance charges, taxes etc.

Type _____ Block _____ No. _____	area of plot square meter	charges per square meter	Total Cost per square meter
A. Land cost B. Preferential location charge (PLC) C. Corpus charges D. Development charges E. Documentation and permission charge F. Mandir construction G. Discount H. 12%GST (development +mandir construction cost)			

1.3 **FOR HOUSE :-** The total cost of house will be (total cost of Plot + Total cost of construction of house)Rs. _____
(Rupees _____ only)
(break up of Construction of house)

Type _____ Block _____ No. _____	Area of constru ction	Rate per Square meter	Total cost square

	per square meter		meter
A. Construction cost B. Discount C. GST(12%)			
Total price (in rupees)			

Explanation:

- i. The Total Price above includes the booking amount paid by the Allottee to the Promoter towards the Plot/house is (at the time registry of plot/house).
- ii. The cost of installing running and maintenance of Pollution Control Devices, if any, shall be paid in addition to Basic sale price by intending allottee(s) on proportionate basis as and when demanded. Similarly if, either by statutory requirement or otherwise, it becomes necessary to provide for any further equipment/ facilities etc. then the cost of installing running and maintenance shall be additionally and proportionately paid by the intending allottee(s).
- iii. 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 **Shriji Awas Vikas Pvt.Ltd.** up to the date of handing over the possession of the plot 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.
- vi. The stamp Duty, Registration charges and all other incidental and legal expenses for execution and registration of any agreement/ deed/ document executed between the Company and the intending allottee(s) shall be borne by the intending allottee(s).

v. The Promoter shall periodically intimate in writing to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment demanded by the Promoter within the time and in the manner specified therein. In addition, the Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective.

vi. The Total Price of Plot includes recovery of price of land, the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the plot water line and plumbing, corpus maintenance charges etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the Plot and the Project.

1.4 The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments. Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said project by the Authority, as per the Act, the same shall not be charged from the Allottee.

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

1.6 The Promoter may allow, in its sole discretion, a rebate for early payments of instalments payable by the Allottee by discounting one or more instalments. The provision for allowing rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.

1.7 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 plot or house, 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. If any extra cost involved in that addition/alteration then that will be charged separately with the original sale cost.

1.8 Subject to para 9.1 the Promoter agrees and acknowledges, the Allottee shall have the right to the [House/Plot] as mentioned below:

- (i) The Allottee shall have exclusive ownership of the [House/Plot].
- (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. The Allottee has no legal right or share in Convenience shopping health club, Whirlpool, Sauna & Steam bath. It is the ownership property of promoter and he has full legal right to use it .
- (iii) That the computation of the price of the [House/Plot] includes recovery of price of land, construction of [not only the house but also] the Common Areas (except Convenience shopping health club, Whirlpool, Sauna & Steam bath), internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the apartment, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, maintenance charges as per para 11 etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the [House/Plot] 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 house/plot, as the case may be.

1.9 It is made clear by the Promoter and the Allottee agrees that the [House/Plot] along with shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is first part of WOODS RESIDENCY. The second part having apartment blocks will be constructed after taking permissions from departments. The infrastructure like entry gate ,security, water line, roads, Mandir are common for all and parks, common area, club house etc. in second phase can be used by first phase Allotees. Means the common area and common facilities of both project can be used by all Allotees of both project .It is clarified that Project's

facilities and amenities shall be available for use and enjoyment of the Allottees of the Project.

- 1.10 It is made clear by the Company and fully understood by the intending allottee(s) the allotment whether provisional and/or final, in no manner shall confer any right, title or interest in any lands of Convenience shopping health club, Whirlpool, Sauna & Steam bath. These properties belongs to promoter and he has full right to transfer its title to any association or firm company who will manage these facilities. In order to use the facilities to be provided at the Convenience shopping health club, Whirlpool, Sauna & Steam bath, if any, specifically mentioned herein, the intending allottee(s) undertakes to join such club/society/association of the unit owners and to pay such fees, charges therefore and complete such documentation and formalities as may be deemed necessary by the Company in its sole discretion for this purpose
- 1.11 The Promoter agrees to pay all outgoings before transferring the physical possession of the house/plot 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 house/plot to the Allottees, the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken there for by such authority or person.
- 1.12 The Allottee has paid a sum of Rs. _____ (Rupees _____ only) as booking amount being part payment towards the total Price of the house/plot 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 house/plot 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 Shriji Awas Vikas Pvt. Ltd. payable at SBI, Zonal office branch, city centre Gwalior.

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

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

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

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS:

The Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding of the Allottee against the house/plot, 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 house/plot 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/HOUSE:

The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the house/plot 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 M.P. Bhumi VIKAS Adhinyam 2012 and shall not have an option to make any variation /alteration / modification in such plans, other than in the manner provided under the Act, and breach of this term by the Promoter shall constitute a material breach of the Agreement.

7. POSSESSION OF THE HOUSE/PLOT:

7.1 Schedule for possession of the said [house/plot] - The Promoter agrees and understands that timely delivery of possession of the [house/plot] 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 plot along with ready and complete common areas with all specifications, amenities and facilities of the project in place on **31st March 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"). The House will be handover to the Allottee within one and half year after registration of plot in his/her name. 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 [house/plot], provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the allotment within 60 days from that date. The promoter shall intimate the Allottee about such termination at least thirty days prior to such termination. After refund of the money paid by the Allottee, the Allottee agrees that he/ she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

- 7.2 **Procedure for taking possession** - The Promoter, upon obtaining the occupancy certificate from the competent authority shall offer in writing the possession of the [house/plot], to the Allottee in terms of this Agreement to be taken within two months from the date of issue of occupancy certificate. [Provided that, in the absence of local law, the conveyance deed in favour of the Allottee shall be carried out by the promoter within 3 months from the date of issue of occupancy certificate]. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee, after taking possession, agree(s) to pay the maintenance charges as determined by the Promoter/association of Allottees, as the case may be after the issuance of the completion certificate for the project. The promoter shall hand over the occupancy certificate of the house/plot, as the case may be, to the Allottee at the time of conveyance of the same.
- 7.3 **Failure of Allottee to take Possession of [house/plot]** - Upon receiving a written intimation from the Promoter as per Para 7.2, the Allottee shall take possession of the [house/plot] 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 [house/plot] to the Allottee. In case the Allottee fails to take possession within the time provided in Para 7.2, such Allottee shall continue to be liable to pay maintenance charges as specified in Para 7.2.
- 7.4 **Possession by the Allottee** - After obtaining the occupancy certificate and handing over physical possession of the [house/plot] to the Allottees, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common areas, to the association of Allottees or the competent authority, as the case may be, as per the local laws. [Provided that, in the absence of any local law, the promoter shall handover the necessary documents and plans, including common areas, to the association of Allottees or the competent authority, as the case may be, within thirty days after obtaining the completion certificate].
- 7.5 **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 60 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/Plot] (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 [house/plot], 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 [house/plot], which shall be paid by the promoter to the Allottee within forty-five days of it becoming due.

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

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

- (i) The [Promoter] has absolute, clear and marketable title with respect to the said Land. the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project.
- (ii) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project.
- (iii) There are no encumbrances upon the said Land or the Project.
[in case there are any encumbrances on the land provide details of such encumbrances including any rights, title, interest and name of party in or over such land]
- (iv) There are no litigations pending before any Court of law or Authority with respect to the said Land, Project or the [house/plot].
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and [house/plot] 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 [house/plot] 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 [house/plot] 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 [house/plot] 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 [house/plot] to the Allottee and the common areas to the association of Allottees or the competent authority, as the case may be.
- (x) The Schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Schedule Property.
- (xi) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities till the completion certificate has been issued and possession of apartment, plot or building, as the case may be, along with common areas (equipped with all the specifications, amenities and facilities) has been handed over to the Allottee and the association of Allottees or the competent authority, as the case may be.
- (xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoter in respect of the said Land and/or the Project.

9. EVENTS OF DEFAULTS AND CONSEQUENCES:

- 9.1 Subject to the Force Majeure clause, the Promoter shall be considered under a condition of Default, in the following events:
 - (i) Promoter fails to provide ready to move in possession of the [house/plot] to the Allottee within the time period specified in Para 7.1 or fails to complete the project within the stipulated time disclosed at the time of registration of the project with the Authority. For the purpose of this Para,

'ready to move in possession' shall mean that the apartment shall be in a habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the parties, and for which occupation certificate and completion certificate, as the case may be, has been issued by the competent authority.

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

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

- (i) Stop making further payments to Promoter as demanded by the Promoter. If the Allottee stops making payments, the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any interest. or

- (ii) The Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the apartment, along with interest at the rate prescribed in the Rules within forty-five days of receiving the termination notice:

Provided that where an Allottee does not intend to withdraw from the project or terminate the Agreement, he shall be paid, by the promoter, interest at the rate prescribed in the Rules, for every month of delay till the handing over of the possession of the [house/Plot], 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 three consecutive months after notice from the Promoter in this regard, the Promoter may cancel the allotment of the [house/plot] 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.

- (iii) If the cheque submitted by the intending allottee(s) is dishonoured, then the Application/ Allotment would be deemed cancelled/terminated by the Company on its own discretions and the Company will not be under any obligation to inform the intending allottee(s) about the dishonor of the cheque or cancellation of the Booking/Allotment. In such case, if any intending allottee(s) wants and insists to restore his booking, a new booking may be made with same unit Number and, for such booking, prices applicable at the time of restoration shall be applicable, if however, same unit is not available (after cancellation due to dishonor it may have been sold/sub leased to other customer) then a different unit shall be booked as per availability at the time.

10. CONVEYANCE OF THE SAID HOUSE/PLOT:

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

11. MAINTENANCE OF THE SAID PROJECT:

The Allottee(s) has agreed that at the time of execution of the allotment letter or latest upon development of the said project and on offer of possession of the unit he/she will enter into a maintenance agreement with any Association/Body of units owners or any other nominee/agency/association(s) or other body(ies) (hereinafter referred to as 'the maintenance agency') as may be appointed/ nominated by the Company from time to time for the various common services of facilities including the upkeep, repairs, security and maintenance etc. of the said project and its common areas and the intending Allottee(s) shall pay the maintenance charges as per bills raised by the maintenance agency. As & when and in the manner demanded by the said maintenance Agency, from the 30 days after the date of offer of possession, irrespective of whether the Intending Allottee(s) is in possession of the unit or not. In order to secure due performance of the intending Allottee(s) in prompt payment of the maintenance bills and other charges raised by the maintenance

agency, the intending Allottee(s) shall deposit, as per the schedule of payment and to always keep deposited with the Company or the Maintenance Agency, nominated by the Company, an Interest free Maintenance Security (IFMS) on such rates as may be decided by the Company or its nominated agency in its sole discretion. In case of failure of the intending Allottee(s) to pay the maintenance bill, other charges on or before the due date, the Intending Allottee(s) in addition to permitting the Company/maintenance agency to deny him/her the maintenance services, also authorises the Company to adjust the amount of the security deposited against such defaults. The balance of such deposit (after adjustment, if any, as above) shall be refunded, without interest, to the intending Allottee(s) only when he/she sells/transfers/surrenders his/her unit. This arrangement shall continue till the project is handed over to the Municipal Authorities or the association of the Allottees/occupants. The Intending Allottee(s) agrees to pay the maintenance charges equivalent to six months maintenance charges in advance to the Company or its nominated agency.

12 Further, the Company/ its nominated agency reserves the right to increase maintenance charges/ security deposit from time to time in keeping with the increase in the cost of maintenance services and the intending allottee(s) agrees to pay such increases on demand by the Company/its nominated agency for the maintenance. If the intending allottee(s) fails to pay such increase in the Maintenance charges/ Security deposit or to make good the shortfall as aforesaid on or before its due date, then the intending allottee(s) authorises the Company to treat the allotment as cancelled without any notice to the intending allottee(s) and to recover the shortfall from the sale proceeds of the said unit and to refund to the intending allottee(s) only the balance of the money realised from such sale after deducting there from the entire earnest money, interest on delayed payments and all other dues as set out in the price list and/or payment plan. It is made specifically clear and it is so agreed by and between the parties here to that this condition relating to the maintenance charges/ security deposit as stipulated in this clause shall survive the conveyance of title in favour of the Intending allottee(s) and the Company shall have first charge/ lien on the said Unit in respect of any such non payment of shortfall/ increases as the case may be.

13 **DEFECT LIABILITY:**

It is agreed that in case any structural defect is brought in writing 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. 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 then it should be brought to the notice of promoter in writing at the time of site visit or within seven days after the date of handing over possession. After that it is not the responsibility of promoter to rectify the defect.

RIGHT TO ENTER THE HOUSE FOR REPAIRS:

The Promoter/maintenance agency/association of Allottees shall have rights of unrestricted access of all Common Areas 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 [house/plot] or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

14 USAGE:

Use of Basement and Service areas: The basement(s) and service areas, if any, as located within the WOODS RESIDENCY shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, fire fighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the service areas and the basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the association of Allottees formed by the Allottees for rendering maintenance services.

15 GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT:

- a. Subject to Para 13 above, the Allottee shall, after taking possession, be solely responsible to maintain the [house/plot] at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in the [house/plot], 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 [house/plot] and keep the [house/plot], 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.

b. 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 house 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 [house/plot] or place any heavy material in the common area or roads of the colony. The Allottee shall also not remove any wall, including the outer and load bearing wall of the house.

c. 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 aforesaid conditions.

16 COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES:

The Parties are entering into this Agreement for the allotment of a [house/plot] 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(ies) 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 [house/plot] 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 [house/plot].

19 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 Morar

, Gwalior 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.

20 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 house/plot, as the case may be.

21 RIGHT TO AMEND:

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

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

23 WAIVER NOT A LIMITATION TO ENFORCE:

- a. 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.
- b. 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.

24 SEVERABILITY:

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

25 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 [house/plot] bears to the total carpet area of all the [house/plot] in the Project.

26 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 suc

27 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 . After the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar at Morar ,Gwalior. Hence this Agreement shall be deemed to have been executed at office of the Sub-Registrar at Morar, Gwalior.

28 NOTICES:

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

_____ Name of Allottee
_____ (Allottee Address)
M/s _____ Promoter name
_____ (Promoter Address)

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

30. JOINT ALLOTTEES :

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

31. SAVINGS :

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

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 there under 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 of the agreement and/or Allotment Letter including the interpretation and validity of the terms thereof and the respective rights and obligations of the parties shall be settled amicable by mutual discussion failing which the same shall be settled through arbitration. The arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996 or any statutory amendments/ modifications thereof for the time being in force. The arbitration shall be held at the office of promoter by a sole arbitrator who shall be appointed by the Company and whose decision shall be binding upon the parties and the cost of the Arbitration proceedings shall be borne by the intending Allottee(s) The intending Allottee(s) hereby confirms that he/she

shall have no objection to this appointment even if the person so appointed, as the Arbitrator, is an employee or advocate of the Company or is otherwise connected to the Company and the intending Allottee(s) confirms that notwithstanding such relationship/connection, the intending Allottee(s) shall have no doubts as to the independence or impartiality of the said Arbitrator. If the disputes not settled with arbitration then shall be settled through the adjudicating officer appointed by Rera M.P.

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

[In case of Houses]

**SALIENT FEATURES OF AGREEMENT FOR SALE
(HOUSES)**

S.No.	Item	Details
1	Name of Project	WOODS RESIDENCY
2	Location (City)	Gwalior
3	Unit no:	
4	Type (Duplex)	
5	Area of Plot (if applicable)	(sq.mt.)
6	Carpet area of Unit (as per Sec 2(k) of RERA Act)	(sq.mt.)
7	Super built-up area of Unit	(sq.mt.)
10	Price of Unit (inclusive of all development, amenities, but excluding Tax)	Rs
11	Taxes and duties (as on date of Agreement)	Rs
12	TOTAL price (inclusive of tax)	Rs
13	Advance deposit that will be payable towards maintenance (corpus to be handed over to RWA if maintenance is to be done by RWA)	Rs
14	Proposed date of grant of possession of the Unit to the Allottee, including completion of the essential common facilities (internal roads & drainage, external electrification, water supply arrangement, sewage disposal arrangement, levelling of playground/recreational area/open area).	Within one and half year from the date of allotment (After march 2019 because completion of development date is march 2019)
15	List of other major amenities assured in the project (such as swimming pool, club house, gardens, neighbourhood shopping) if any, and proposed dates of completion of each of these amenities	As per schedule "E" March 2022
16	Rate of Interest payable by buyer in case of late payment of instalments according to agreed schedule, and payable by promoter in case of default as per terms of agreement	(7.5% per annum)

OR
 [In case of Plots]
**SALIENT FEATURES OF AGREEMENT FOR SALE
 (PLOTS)**

S.No.	Item	Details
1	Name of Project	WOODS RESIDENCY
2	Location (City)	Servey no.444,sirol, GWALIOR (M.P.)
3	Plot no:	
4	Area of Plot	(sq.mt.)
5	Price of Plot (inclusive of all development and amenities, but excluding Tax)	Rs
6	Taxes and duties (as on date of Agreement)	Rs
7	TOTAL price (inclusive of tax)	Rs
8	Proposed date of grant of possession of the Plot to the Allottee, including completion of the essential common facilities (internal roads & drainage, external electrification, water supply arrangement, sewage disposal arrangement, levelling of playground/recreational area/open area)	MARCH 2019
9	List of other major amenities assured in the project (such as wall if gated complex, swimming pool, club house, gardens, neighbourhood shopping) if any, and proposed dates of completion of each of these amenities	As per schedule "E" March 2022
10	Rate of Interest payable by buyer in case of late payment of instalments according to agreed schedule, and payable by promoter in case of default as per terms of agreement	(7.5% per annum)

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

Allottee: (including joint buyers)

(1) Signature

Name

WITHI NAMED:

Please affix photograph and sign across the photograph

Address _____

(2) Signature

Name

Address

Please affix photograph and sign across the photograph

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Promoter:

(1) Signature (Authorised Signatory) _____

(2) Name

Address _____

At _____ on _____ in the presence of:

Please affix photograph and sign across the photograph

WITNESSES:

1. Signature _____

Name _____

Address _____

2. Signature _____

Name _____

Address _____

SCHEDULE 'A' PLOTS/HOUSE (NOT APPLICABLE)

-

SCHEDULE 'B' CONSTRUCTED PLAN OF THE HOUSE (BROUCHER)

-

SCHEDULE 'C' PAYMENT PLAN

-

SCHEDULE 'D' SPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE
- PART OF THE PARTMENT/PLOT)

SCHEDULE 'E' SPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE
- PART OF THE PROJECT)

SCHEDULE (C)

1. 10% at the time of booking.
2. 50% at the registry of plot.
3. 10% on plinth level completion +GST.
4. 10% on first roof completion +GST.
5. 10% on second roof completion +GST
6. 5% on flooring painting and finishing +GST
7. 5% on possession within one month of completion of house+ GST.

SCHEDULE (D)

STRUCTURE : RCC Framed structure

FLOORING : Vitrified Tiles in all rooms & Kitchen

DOORS :Main Door Designer and Others Painted Flush Door

WINDOWS : Aluminium Section windows & MS Security Grill

KITCHEN : Platform Granite with SS Sink

BATHROOMS :Standard Sanitary & CP Fittings

PAINTING : Acrylic Plastic Paint on Walls & Weather Proof paint on
Exterior

ELECTRIC : Modular fittings and Finolex Wire

Stairs : Fitted with Marble Flooring and SS Railing

• **SCHEDULE (E)**

- RCC Framed Super Structure
- Earth Quake Resistant
- Modern Electrical Fittings
- Kids Play Area
- Lawns & Walking Track
- Round the Clock Armed Security & CCTV
- EPBAX Internal Communications
- Reserved Parking
- Rain Water Harvesting
- Sewer Treatment Plant

- Secured Campus with Boundary wall

EXTRA FEATURES (NOT THE PART OF PROJECT AND ENJOIED BY ALLOTEES AFTER EXTRA PAMENT)

- Health Club
- Whirlpool, Sauna & Steam Bath
- Kids Play Area
- Convenience Shops inside Campus
- Underground PNG (Gail) Pipe Line

