

# AGREEMENT FOR SALE FOR FLAT/APARTMENT (ESSARJEE SAMPADA Phase-2)

This Agreement for Sale ("Agreement") executed on this date:

## By and Between

Essarjee Constructions Private Limited ( **CIN:** U7010MP1996PTC010648 ), a company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], having its registered office at Essarjee House, Z-10, Zone-I, Mezzanine Floor, M.P. Nagar, Bhopal 462030 and its corporate office at Essarjee House, Z-10, Zone-I, Mezzanine Floor, M.P. Nagar, Bhopal 462030 ( **PAN :** 789456321 ), represented by its authorized signatory Sunil Kumar Gupta S/o Shri G. C. Shah ( **Aadhar :** 123456789123 ) authorized vide board resolution dated 09.10.2013 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**

**Mr. Vijay Deenanath Chouhan**, (Aadhar no. **787971173012**) **S/o Mr. Deenanath Chouhan**, aged about **25**, residing at **Bhopal (462030)**, (**PAN AERFG7895D**), hereinafter called the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted an assigns). The Promoter and Allottee shall hereinafter collectively be referred to as the "Parties" and individually as a "Party".

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## **Note:**

For the purpose of this Agreement for Sale, unless the context otherwise requires,-

- (a) "Act" means the Real Estate (Regulation and Development) Act, 2016 (16 of 2016).
- (b) "Appropriate Government" means the Central Government.
- (c) "Rules" means the Real Estate (Regulation and Development) (General) Rules, 2016 made under the Real Estate (Regulation and Development) Act, 2016.
- (d) "Regulations" means the Regulations made under the Real Estate (Regulation and Development Act, 2016; (e) "section" means a section of the Act.

## **WHEREAS:**

- A. The Promoter is the absolute and lawful owner of land bearing Khasra No. 824/1, 825/2, 828/1/2, 816, 827/1, 825/1/क 825/1/ख 828/1/1/ख & 827/2 having total area of land is 88,455.94 Sq. Mt. (9,51,786.00 Sq. Fts.) / (8.842 Hectare) / (21.85 Acres) situated at Village Khajurikalan, Tehsil – Huzur , District Bhopal ("Said Land") vide sale deed(s) dated 28.05.2004 vide Vol. No. 20808 Sr. No. 505 (घ), dated 23.11.2004 vide Vol. No. 21388 Sr. No. 2211 (घ), dated 05.03.2005 vide Vol. No. 21738 Sr. No. 4567 (ख) & dated 27.05.2005 vide Vol. No. 22184 Sr. No. 749(घ) registered at the office of the Sub-Registrar Bhopal Madhya Pradesh in favor of promoter M/S Essarjee Constructions Private Limited through its Managing Director Sunil Kumar Gupta.
- B. The Said Land is earmarked for the purpose of sale / building a residential units / commercial units / plots for the project, comprising details as follows :-

Sr. No.	Particulars of Units	Phase 1	Phase 2	Phase 3
1	Duplex	304	54	0
2	Plot	0	112	94
3	Shops in Block A	0	0	50
4	Shops in Block B	18	0	0
5	Shops in Block C	0	0	13
6	Flats in Block A,	0	0	40
7	Flats in Block B,	20	0	0
8	Flats in Block C,	0	0	15
9	LIG Flats	0	48	0
10	EWS Flats	0	61	0
12	MIG Flats	0	0	48

The said project shall be known as “**ESSARJEE SAMPADA** ” Phase – 1, Phase – 2 , Phase – 3 and Phase – 4 (“**Project**”);

- Phase 1 : Completed
  - Phase 2 : Ongoing state, scheduled to complete by 2022
  - Phase 3 : Proposed to commence in 2019 and scheduled to complete by 2024
  - Phase 4 : Proposed to commence in 2020 and scheduled to complete by 2024
- C. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the Said Land on which Project is to be constructed have been completed.
- D. The M. P. Pollution Control Board has granted the commencement certificate to develop the Project vide approval No. 3594/TS/MPPCB/2013 dated 20.06.2014
- E. The Promoter has obtained the final layout plan, sanctioned plan, specifications and approvals for the Project and also for the Duplexes, Apartments, Plots and commercial Shops as the case may be, Town & Country Planning Department, Bhopal. The Promoter agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with section 14 of the Act and other laws as applicable.
- F. The Promoter has registered the Project under the provisions of the Act with the Madhya Pradesh Real Estate Regulatory Authority at Bhopal on **ESSARJEE SAMPADA Phase-2** under **RERA Regd No. : P-BPL-17-445**
- G. The Allottee had applied for the Flat/Apartment in the **ESSARJEE SAMPADA Phase-2** Project vide application no. **211** dated **28-03-2018** and has been allotted Flat/Apartment No. **GF-1** having carpet Area of 22.90 square meter and type Flat on \_\_\_\_\_ floor in Block No. \_\_\_\_\_ along with Covered/ Open Parking No. \_\_\_\_\_ admeasuring \_\_\_\_\_ Square Meter in the \_\_\_\_\_ location as permissible under law and of pro rata share in common areas as defined under clause (n) of

Section 2 of the Act(hereinafter referred to as the “Flat/Apartment” more particularly described in Schedule A and the floor plan of the Flat/Apartment is annexed hereto and marked as Schedule B);

- 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 allotment of the above said Residential Plot is made to the allottee with following terms and condition;
- (i) Application required to be submitted to concerned authority for Installation of the individual electric meter and water meter (if required) at the allotted Flat/Apartment shall be the sole responsibility of the allottee.
  - (ii) (ii) That it is the sole responsibility of allottee to pay the property tax and diversion rent etc., which will be levied on the Allottee from the date of registry/Conveyance deed of the plot in favor of the Allottee by the promoter
  - (iii) That The Allottee has to deposit the Monthly operational charges as decided and demanded by society / residents’ welfare association / Promoter (as the case may be) as soon as the construction is completed and the completion certificate is obtained and the offer of possession is given to the allottee.
  - (iv) That the allottee has to take the membership of the Residents Welfare Society and has to deposit the required one time membership fees @ Rs. 550 and Common Corpus Fund charges @ Rs. 25000.00 as decided by the society members separately.
- J. J. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project;
- K. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;
- L. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the Flat/Apartment No **GF-1** and the parking as specified in para 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 Flat/Apartment No. **GF-1** as specified in para G.
- 1.2 The Total Price for the Flat/Apartment No. **GF-1** based on the carpet area is Rs. 1190000.00 (Rupees **Eleven Lakh Ninety Thousand** only/- )

#### BREAK UP OF COST

Rate of Flat/Apartment unit per SQM
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#	Particular	AREA in SQM	Rate per SQFT	Amount in Rs.
1	Cost of Flat/Apartment No. <b>GF-1</b> , Type _____, on Floor _____ In Block _____ as per carpet area	22.90	2500.00	616010.00
3	Cost of Exclusive Balcony - 1	3.90	1350.00	56651.40
4	Cost of Exclusive Balcony - 2	3.90	1350.00	56651.40
6	Proportionate Common area	8.89	1350.00	129136.14
5	Cost of Exclusive Parking			50000.00
5	Maintenance 5 Years			141600.00
7	Other Fix Charges(MPSEB SSC & WCC)			0.00
8	Taxes (GST)			113057.91
9	Discount			6807.17
10	TOTAL PRICE in Rs			1190000.00

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

**Explanation:**

- (i) The Total Price above includes the booking amount paid by the allottee to the Promoter towards the Flat/Apartment No. **GF-1**
- (ii) (ii) The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter by way of GST) up to the date of handing over the possession of the Flat/Apartment/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 except for the property tax, and diversion rent etc., which will be levied on the Allottee from the date of registry of the row house in favour of the Allottee by the promoter or from the last date of payment as mentioned in the payment schedule whichever is earlier.

- (iii) The Promoter shall periodically intimate in writing to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment demanded by the Promoter within the Seven days from the date of issue of the letter by promoter and in the manner specified therein. In addition, the Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;
  - (iv) The Total Price of Flat/Apartment No. **GF-1** includes recovery of price of land, construction of [not only the Flat/Apartment No. **GF-1** but also] the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the Flat/Apartment, lift, water line and plumbing, sewer line, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the common areas, maintenance charges as per para 11 etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the Flat/Apartment No. **GF-1** and the Project.
- 1.3 The Total Price is escalation-free, save and except increases, which the Allottee hereby agrees to pay, due to increase because of development charges payable to the competent 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.
- 1.4 The Allottee(s) shall make the payment as per the payment plan set out in Schedule C ("Payment Plan").
- 1.5 The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee by discounting such early payments @ 00.00 % per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.
- 1.6 It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described herein at Schedule 'D' and Schedule 'E' (which shall be in conformity with the advertisement, prospectus etc., on the basis of which sale is effected) in respect of the Row House duplex unit, as the case may be, without the previous written consent of the Allottee as per the provisions of the Act. Provided that the Promoter may make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act.
- 1.7 The Promoter shall confirm to the final carpet area that has been allotted to the Allottee after the construction of the Row House Duplex is complete and the Completion certificate\* is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is reduction in the carpet area then the Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet

area, which is not more than three percent of the carpet area of the Row House Duplex , allotted to Allottee, the Promoter may demand that from the Allottee as per the next milestone of the Payment Plan as provided in Schedule C. All these monetary adjustments shall be made at the same rate per square feet as agreed in para 1.2 of this Agreement.

1.8 Subject to para 9.3 the Promoter agrees and acknowledges, the Allottee shall have the right to the Flat/Apartment No. **GF-1** as mentioned below:

- (i) The Allottee shall have exclusive ownership of the Flat/Apartment No. **GF-1**
- (ii) The Allottee shall also have undivided proportionate share in the Common Areas. Since the share / interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the promoter shall hand over the common areas to the association of allottees after duly obtaining the completion certificate from the competent authority as provided in the Act;
- (iii) That the computation of the price of the Flat/Apartment No. **GF-1** includes recovery of price of land, construction of the Flat/Apartment No. **GF-1**, the common areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the Flat/Apartment, lift, water line and plumbing, Sewer Line, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the common areas, maintenance charges as per para 11 etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the Flat/Apartment No. **GF-1** 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 Flat/Apartment & during the period of construction, and satisfy him/her in all respects about the quality of construction to be carried over, if Allottee finds any deficiency/ substandard work/ material quality shall make acknowledged compliant in writing within seven days of such occurrence to the Promoter, and the Promoter shall be liable to rectify the deficiency immediately before demand of next installment.

1.9 It is made clear by the Promoter and the Allottee agrees that the Flat/Apartment No. **GF-1** along with covered parking/Open Parking No \_\_\_\_ shall be treated as a single indivisible unit for all purposes. It is agreed that this Project Essarjee Sampada Phase 2 is a part of Main Project Essarjee Sampada which is in three phases namely Phase – 1 which is already completed, Phase - 2 which is in ongoing state and phase - 3 which is proposed to start later on. Apart of this the Essarjee Sampada Phase 2 is a self-contained Project covering the said Land and is not a part of any other neighboring project or zone and shall not form a part of and/or linked/combined except the connectivity of the road to the Adjoining/neighborhood land as per the rules of Town & Country Planning with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee Or for the purpose of right of way / approach to any other part. It is clarified that Project's common facilities and amenities shall be available only for use and enjoyment of the Allottees of all the three phases of the Essarjee Sampada Project including the residents of EWS, LIG and MIG units.

1.10 The Promoter agrees to pay all outgoings before transferring the physical possession of the Flat/Apartment unit 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 Flat/Apartment to the Allottees, the Promoter agrees to be liable, even

after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefore by such authority or person.

- 1.11 The Allottee has paid a sum of Rs. 2000.00 (Rupees **Two Thousand** only/-) as booking amount being part payment towards the Total Price of the Flat/Apartment No. **GF-1** 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 Flat/Apartment No. **GF-1** 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 based on the State Bank of India highest marginal cost of lending rate ..... plus two percent (as on date of signing of the agreement) from their respective due dates.

**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 ' Essarjee Constructions Private Limited ' payable at Bhopal.

**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 fulfill 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 Flat/Apartment No. **GF-1** 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 Flat/Apartment No. **GF-1** 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

The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the Project and accepted demarcation 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 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 Town and Country Planning Bhopal 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 FLAT/APARTMENT UNIT.

7.1 **Schedule for possession of the said Flat/Apartment No. GF-1** The Promoter agrees and understands that timely delivery of possession of the Flat/Apartment No. **GF-1** 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 Flat/Apartment No. **GF-1** along with ready and complete common amenities and facilities of the project in place on \_\_\_\_\_, unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project ("Force Majeure"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Flat/Apartment No. **GF-1**, provided that such Force Majeure conditions are not of a nature, which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the allotment within 45 days from that date. The promoter shall intimate the allottee about such termination at least thirty days prior to such termination. After refund of the money paid by the Allottee, the Allottee agrees that he/ she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

7.2 **Procedure for taking possession** - The Promoter, upon obtaining the completion certificate\* from the competent authority shall offer in writing the possession of the Flat/Apartment No. **GF-1**, to the Allottee in terms of this Agreement to be taken within two months from the date of issue of completion 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 completion certificate]. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment 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 completion certificate of the Flat/Apartment unit, as the case may be, to the allottee at the time of conveyance of the same. That it shall be mandatory for the Allottee to become a member of the residents society, at the time of possession of the said property, which is already formed by the residents of Essarjee Sampada (Phase-1) and which shall be responsible for all maintenance and security provision of the premises as may be mutually decided.

7.3 **Failure of Allottee to take Possession** of Flat/Apartment No. **GF-1** Upon receiving a written intimation from the Promoter as per para 7.2, the Allottee shall take possession of the Flat/Apartment No. **GF-1** 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 Flat/Apartment No. **GF-1** 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. Also in the event of Allottee's failure to take possession or getting conveyance deed done in time limit, for any reason whatsoever, expenditure incurred on the taking care and/or maintenance of the plot shall be charged extra at the rate of rupees thirty per sqm of the plot area plus taxes per month from the date onwards other than external maintenance charges, and be paid by the purchaser as and when demanded by the builder.

- 7.4 Possession by the Allottee - After obtaining the completion certificate\* and handing over physical possession Flat/Apartment No. **GF-1** to the Allottees, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common area amenities and facilities, 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 area amenities and facilities, 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 or 10% of the total cost of the allotted Plot whichever is more for the allotment. The balance amount of money paid by the allottee shall be returned by the promoter to the allottee within 45 days of such cancellation.
- 7.6 **Compensation** – The Promoter shall compensate the Allottee in case of any loss caused to him due to defective title of the land, on which the project is being developed or has been developed, in the manner as provided under the Act and the claim for interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force. Except for occurrence of a Force Majeure event, if the promoter fails to complete or is unable to give possession of the Flat/Apartment No. **GF-1** (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 Flat/Apartment No. **GF-1**, 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 Flat/Apartment No. **GF-1**, which shall be paid by the promoter to the allottee within forty-five days of it becoming due.
- 7.7 **Finishing Work** – It has been clearly understood by the Allottee, that the Occupancy Certificate/ Completion Certificate, as the case may be, are issued by the concerned authorities, when the entire civil construction work of the row house is complete and the row house is in a habitable state, however, to prevent any loss or damage, the internal fittings, furnishings and finishing work is done after obtaining completion certificate/occupancy certificate as the case may be. Further the internal fittings, furnishings and finishing work may also depend upon the choice of the Allottee. Therefore to ensure that there is no loss or damage to the internal fittings, furnishings and finishing work and the same may be carried on as per the choice of the Allottee, internal works such as fitting of switch boards, doors, sanitary fittings, plumber fittings like water taps/showers etc., final colour coat on the internal walls, floor tiles or any other internal work of like nature, shall be completed after obtaining occupancy certificate/completion certificate and before handing over the possession of the row house to the Allottee

## 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;
- (iv) There are no litigations pending before any Court of law or Authority with respect to the said Land, Project or the Flat/Apartment No. **GF-1**
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Residential Plot No. 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, and Flat/Apartment No. **GF-1** 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 Flat/Apartment No. **GF-1** 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 Flat/Apartment No. **GF-1** 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 Flat/Apartment No. **GF-1** to the Allottee and the common area, 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 Flat/Apartment No. **GF-1**, 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 except for the property tax and diversion rent etc., which will be levied on the Allottee from the date of registry of the row house in favour of the Allottee by the promoter or from the last date of payment as mentioned in the payment schedule whichever is earlier.
- (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 pertaining to the legality of 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 Flat/Apartment No. **GF-1** 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 Flat/Apartment No. **GF-1** 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 completion certificate, 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 Flat/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 Flat/Apartment No. **GF-1**, which shall be paid by the promoter to the allottee within forty-five days of it becoming due.

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

(i) In case the Allottee fails to make payments for 2 consecutive demands made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard the allottee shall be liable to pay interest to the promoter on the unpaid amount at the rate based on the State Bank of India highest marginal cost of lending rate ..... plus two percent (as on date of signing of the agreement) from their respective due dates.

(ii) In case of Default by Allottee under the condition listed above continues for a period beyond 2 consecutive months after notice from the Promoter in this regard, the Promoter may cancel the allotment of the Flat/Apartment No. **GF-1** in favour of the Allottee and refund the money paid to him by the allottee by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated. Provided that the promoter shall intimate the allottee about such termination at least thirty days prior to such termination.

## 10. CONVEYANCE OF THE SAID DUPLEX:

The Promoter, on receipt of Total Price of the Flat/Apartment No. **GF-1** as per para 1.2 under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the Flat/Apartment No. **GF-1** together with proportionate indivisible share in the Common areas within 3 months from the date of issuance of the the completion certificate, 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 Completion certificate]. However, in case the Allottee fails to deposit the stamp duty and/or registration charges & Mutation Charges within the period mentioned in the notice, the Allottee authorizes the Promoter to withhold registration of the conveyance deed in his/her favour until payment of stamp duty and registration charges & Mutation Charges to the Promoter is made by the Allottee.

Provided further that the Promoter may instead of executing separate transfer deeds of proportionate common area, along with each individual plot, may transfer the entire proportionate common area with respect to all the units in the project , to the Association of Allottees, by executing a single Deed, in

accordance with the provisions of the M.P. Prakostha Swamitva Adhiniyam 2002, within three months of obtaining the Completion/Occupancy Certificate, as the case may be. It is hereby made clear, that in either case the entire cost of the transfer deed to be executed with respect to the proportionate common areas, shall be borne exclusively by each of the Allottee or the Association of Allottees, as the case may be.

Provided further that since the entire proportionate common area shall be transferred to the Association of the Allottees by operation and in compliance of the provisions of the Act, without any consideration to be paid to the Promoter, therefore the transfer of the proportionate common area to the Association of Allottees, shall always be deemed to be without payment of any consideration to the Promoter so as not to add any amount to the Capital Gain or consequent Income Tax to the account of the Promoter and it shall always be deemed to be a transfer by operation of law.

#### **11. MAINTENANCE OF THE SAID BUILDING / FLAT/APARTMENT / PROJECT:**

The Promoter shall be responsible to provide and maintain essential services in the Project until the taking over of the maintenance of the project by the association of allottees upon the issuance of the completion certificate of the project. The cost of such maintenance has been included in the Total Price of the Flat/Apartment No. **GF-1**

#### **12. DEFECT LIABILITY:**

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the agreement for sale relating to such development is brought to the notice of the Promoter within a period of 5 (five) years by the Allottee from the date of handing over possession, it shall be the duty of the Promoter to rectify such defects without further charge, within 30 (thirty) days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottees shall be entitled to receive appropriate compensation in the manner as provided under the Act.

#### **13. RIGHT TO ENTER THE FLAT/APARTMENT FOR REPAIRS:**

The Promoter/maintenance agency/association of allottees shall have rights of unrestricted access of all Common Areas, garages/covered parking and parking spaces for providing necessary maintenance services and the Allottee agrees to permit the association of allottees and/or maintenance agency to enter into the Flat/Apartment No. **GF-1** 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 ESSARJEE SAMPADA shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, firefighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the 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:**

15.1 Subject to para 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the Flat/Apartment No. **GF-1** at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building infrastructure of the project, or Flat/Apartment, or the staircase, lifts, common passages, corridors, circulation areas, atrium or alter or make additions to the Flat/Apartment and keep the Flat/Apartment, its walls and partitions, Roads, electric cables, water supply lines 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 infrastructure of the project that the support, shelter etc. of the Building is not in any way damaged or jeopardized.

15.2 The Allottee further undertakes, assures and guarantees that he/she would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face / facade of the Flat/Apartment No. **GF-1** 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 Flat/Apartment No. **GF-1** or place any heavy material in the common passages, upper floors/Roof or staircase of the Building. The Allottee shall also not remove any wall, including the outer & common and load bearing wall / columns/ beams of the Flat/Apartment No. **GF-1**

15.3 The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter as per the sanctioned load by MPMKVVCL and thereafter the association of allottees and/ or maintenance agency appointed by association of allottees. The Allottee shall be responsible for any loss or damages arising out of breach of any of the previously mentioned conditions.

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

The Parties are entering into this Agreement for the allotment of a Flat/Apartment No. **GF-1** with the full knowledge of all laws, rules, regulations, notifications applicable to the project.

#### **17. ADDITIONAL CONSTRUCTIONS:**

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

#### **18. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:**

After the Promoter executes this Agreement he shall not mortgage or create a charge on the Flat/Apartment No. **GF-1** 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 Duplex.

#### **19. OWNERSHIP ACT:**

The Promoter has assured the Allottees that the project in its entirety is in accordance with the provisions of the Registration Act 1908 & MP Bhumi Vikas Adhiniyam.. The Promoter showing compliance of various laws / regulations as applicable in Registration Act 1908 & MP Bhumi Vikas Adhiniyam. and amendments, if any.

#### **20. BINDING EFFECT:**

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub-Registrar Bhopal, at ISBT Bhopal as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

#### **21. ENTIRE AGREEMENT:**

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

#### **22. RIGHT TO AMEND:**

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

#### **23. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE / SUBSEQUENT ALLOTTEES:**

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Flat/Apartment No. **GF-1** and the Project shall equally be applicable to and enforceable against and by any subsequent Allottees of the Flat/Apartment No. **GF-1** in case of a transfer, as the said obligations go along with the Flat/Apartment No. **GF-1** for all intents and purposes.

#### **24. WAIVER NOT A LIMITATION TO ENFORCE:**

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

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

#### **25. SEVERABILITY:**

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made 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.

#### **26. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT:**

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in Project, the same shall be the proportion which the carpet of the Flat/Apartment No. **GF-1** bears to the total Plot/carpet area of all the Row House Duplex/Plot/Flat/Apartment unit in the Project.

#### **27. FURTHER ASSURANCES:**

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

#### **28. PLACE OF EXECUTION:**

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, in BHOPAL 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 ISBT, Bhopal. Hence this Agreement shall be deemed to have been executed at BHOPAL. In case any additional stamp duty is required to be paid for the registration of the Agreement for sale that shall be additionally borne by the Allottee.

#### **29. NOTICES:**

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

**Mr. Vijay Deenanath Chouhan** of Allottee **Bhopal (462030)**(Allottee Address)

M/s Essarjee Constructions Private Limited Essarjee House, Z-10, Zone-I, Mezzanine Floor, M.P. Nagar, Bhopal 462030 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 Flat/Apartment No. **GF-1** prior to the execution and registration of this Agreement for Sale for such Flat/Apartment No. **GF-1** 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 & JURISDICTION:**

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. In the matters falling beyond the jurisdiction of the Authority and/or Real Estate Regulatory Tribunal, the Courts of Law in Bhopal will have exclusive jurisdiction with respect to all matters pertaining to this Agreement.

### **33. DISPUTE RESOLUTION:**

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

**34.** If the Allottee wishes to sell or transfer the said plot to any other Third party before or after the registration of the said plot, the Allottee will have to pay 5% of the Collector value of the plot to the Promoter and take NOC from the Promoter before any such transfer.

**35.** The Allottee has/have also satisfied himself/herself/themselves regarding the size location, orientation, boundaries of the said plot.

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

**37.** In case of acceptance of delayed payments with interest the Promoter shall be entitled to retain the possession of the said plot on the expenses of the Allottee till the time any such installment, interest or any sum remain payable on account of any of the matters herein contained and to enjoy the plot in any manner as they feel suitable and to recover all the charges as may be necessary for the upkeep of the house, further. In case of such eventuality, if any discount /concession, in whatsoever way, has been given

by the Promoter in the basic original sale price to the Allottee in lieu of consensus of the Allottee for timely payment of installments and other charges, then the Allottee hereby authorizes the Promoter to withdraw such discount / concession and demand the payment of such discount / concession amount as a part of sale consideration amount, which the Allottee hereby agrees to pay immediately.

**38.** In ordinary course of business the Promoter shall not be entitled to claim compensation on the account of delay and losses; the Promoter can claim such compensation in case of delays beyond the date of payment of installments made by the Allottee, and Promoter shall be at liberty to treat the date of completion of development/ construction as extended accordingly, and other losses because of interruption in the continuity of the work as well.

**39.** The Allottee that in no condition shall dig any bore well in his plot to avail personal/ public water supply without taking prior written permission from the Promoter/ local Govt. authority. In case of availability of water the Promoter shall have all the rights in the public interest to seize bore wells from the property mentioned in the schedule hereto as per norms of the Bhopal Municipal Corporation/ local authorities.

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

**41.** As the construction of the project is being executed on the demarcated boundaries as per T&CP, In case any open area/plot/extra land or its part thereof is claimed by the Government/Semi Government/Local/ Town and Country Planning, Bhopal/ Bhopal Municipal Corporation/ Panchayat or any other Lawful Authority from the property under question or from the project's premises, the Allottee shall not be entitled to lodge any claim, dispute or/and demand/refund before any lawful authority against the Promoter holding them responsible for any such event and in case if they do so, the same shall be void and of no effect.

**42.** The Allottee is very clear that the whole project construction will be taken up in phases and the Allottee is not having any objection to the same and is also fully aware that the construction may have some disturbances in the neighborhood which he is clear about and would not interfere in the progress of construction works. Also In case the Promoter get permission to construct further new structures/alteration in the existing structures within the areas under his possession and/or ownership, the Allottee shall not raise any objection and/or claim on further construction work to be carried out on the same plot/ building in future by using the common excess to such locations and is aware that there can be inconvenience due to the same.

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

**44.** If the Promoter deposits any amount of any nature for achieving the goal to complete this project in various departments of government, semi government, local bodies etc, the Promoter shall have right to recover the deposited amount paid by him and Allottee shall not have any objection for the same.

**45.** All carriage ways of the roads of the project are designed for movement of light motor vehicles. Allottee or any resident of the project shall not drive/ allow driving any heavy motor vehicle carrying more than five ton of load on the carriage ways/ shoulders of the roads of the Project for any reason whatsoever. If any part of the carriage ways/ shoulders of the roads, water supply lines, sewerage lines, manholes, electric lines, road side drains, culverts, plantation or similar kind of development work of the



Project is damaged because of overload (more than five ton) or mishandling, the allottee or the resident responsible must get it repaired at his/her own costs or shall pay the promoter the cost of damages done. In such eventuality the Promoter shall not be held responsible.

**46.** That in case of cancellation of the booking for any reason whatsoever, the cancellation deed will be executed only after going to the office of the registrar and thereby the Allottee will bear the cancellation cost of such deed. Only after that the allotment will be deemed as cancelled.

**47.** The Allottee do hereby covenant with the Promoter as follows:

- (i) To use the property or any part thereof or permit the same to be used for the purpose as per agreement only, and shall not change use of the property.
- (ii) Not to store/dump any belongings in any of the common areas, park or roads nor shall he/she construct any temporary/permanent structure thereon.
- (iii) To maintain the said property at the Allottee's own cost in good condition from the date of possession of the property and shall not do anything non-permissible act in the property or change/ alter or make addition in or to the property itself or any part thereof.
- (iv) Not to store in the property any goods which are hazardous, combustible or dangerous nature, or storing of which goods is objected by the law.
- (v) Not to demolish or cause to be demolished the property or any part thereof, at any time or make or cause to be made any addition or alteration of whatever nature in or to the common property or any part thereof and shall keep the portion, sewers, drains, pipes in the property and appurtenances thereof in good, tenantable repair and conditions, in case of having done so shall be liable to compensate the affected persons for the damages caused.
- (vi) Till a conveyance of project related which property is situated is executed, the Allottee shall permit the Promoter and their surveyors and agents with or without workmen and other, at all reasonable times, to enter into and upon the said land or any part thereof to view and examine the state and conditions thereof.

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

SIGNED AND DELIVERED BY THE WITHIN NAMED:

**Allottee: (including joint buyers)**

(1) Signature \_\_\_\_\_  
Name **Mr. Vijay Deenanath Chouhan** .  
Address **Bhopal (462030)** .

(2) Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Address \_\_\_\_\_

SIGNED AND DELIVERED BY THE WITHIN NAMED:

**Promoter:**

(1) Signature \_\_\_\_\_  
Mr. Sunil Kumar Gupta, Managing Director,  
Essarjee Constructions Private Limited  
Essarjee House, Z-10, Zone-I, Mezzanine Floor, M.P. Nagar, Bhopal  
462030  
on \_\_\_\_\_ in the presence of:

**WITNESSES:**

(1) Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Address \_\_\_\_\_

(2) Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Address \_\_\_\_\_

**SCHEDULE 'A'** Description of the Flat/Apartment No. **GF-1**, type \_\_\_\_\_ on \_\_\_\_\_ floor in Block No. \_\_\_\_\_ along with Covered/ Open Parking No. \_\_\_\_\_ along with the boundaries in all four directions. **ALONG WITH BOUNDARIES IN ALL FOUR DIRECTIONS.**

**SCHEDULE 'B'** Floor Plan of the Flat/Apartment No. **GF-1**

**SCHEDULE 'C'** PAYMENT PLAN.

**SCHEDULE 'D'** Specifications, which are part of Flat/Apartment No. **GF-1**

**SCHEDULE 'E'** Specification, Amenities and facilities which are part of the project **ESSARJEE SAMPADA** Phase -1, Phase – 2 & Phase – 3.

\* Or such other certificate by whatever name called issued by the competent authority.

#### **SCHEDULE "A"**

That the property known as Flat/Apartment No GF-1 type Flat on \_\_\_\_ floor in Block No. \_\_\_\_ admeasuring carpet area 22.90 Sq. Mt. ( 246.51 Sq. Ft.) having covered/open parking admeasuring area \_\_\_\_\_ Sq. Mt. (\_\_\_\_\_ Sq. Ft.) located at \_\_\_\_\_ the as shown in working plan, on Khasra No. 824/1, 825/2, 828/1/2, 816, 827/1, 825/1/क 825/1/ख 828/1/1/ख & 827/2 situated at village Khajoori Kalan, Tehsil: Huzur, Dist.: Bhopal within the limits of Bhopal Municipal Corporation Ward No. 62. The Boundaries for Flat/Apartment No GF-1 are as under: The boundaries of Row House Duplex Unit no are as under:

**East By** : School

**West By** : Chirayu Hospital

**North By**: Narsing Home

**South By**: park

#### **SCHEDULE "C"**

That the total cost of the Flat/Apartment No. **GF-1** is Rs. 1190000.00 as shown agreement clause no. 1.2 Payment Schedule (Construction Linked) as below-.

1. That Approx 10% of the agreement cost i.e. **119000.00** (Rupees **One Lakh Nineteen Thousand** only/-) shall be deposited as booking amount out of which allottee has paid Rs. **2000.00** ( Rupees **Two Thousand** only/-) vide cheque/DD/NEFT/RTGS No dated 28-03-2018 bank SBI
2. That 10% of the cost i.e. Rs.119000.00 (Rupees **One Lakh Nineteen Thousand** only/-) is payable on or before completion of Excavation work.
3. That 12% of the cost i.e. Rs.95200.00 (Rupees **Ninety Five Thousand Two Hundred** only/-) is payable on or before completion of Foundation work.
4. That 8% of the cost i.e. Rs.142800.00 (Rupees **One Lakh Forty Two Thousand Eight Hundred** only/-) is payable on completion of Plinth Work.
5. That 5% of the cost i.e. Rs.59500.00 (Rupees **Fifty Nine Thousand Five Hundred** only/-) is payable on or before completion of First Floor Slab.
6. That 5% of the cost i.e. Rs.59500.00 (Rupees **Fifty Nine Thousand Five Hundred** only/-) is payable on or before completion of Second Slab.

7. That 5% of the cost i.e. Rs.59500.00 (Rupees **Fifty Nine Thousand Five Hundred** only/-) is payable on or before completion of Third Slab.
8. That 5% of the cost i.e. Rs.59500.00 (Rupees **Fifty Nine Thousand Five Hundred** only/-) is payable on or before completion of Fourth Slab.
9. That 5% of the cost i.e. Rs.59500.00 (Rupees **Fifty Nine Thousand Five Hundred** only/-) is payable on or before completion of Fifth Slab.
10. That 5% of the cost i.e. Rs.59500.00 (Rupees **Fifty Nine Thousand Five Hundred** only/-) is payable on or before completion of Sixth Slab.
11. That 5% of the cost i.e. Rs.59500.00 (Rupees **Fifty Nine Thousand Five Hundred** only/-) is payable on or before completion of Seventh Slab.
12. That 5% of the cost i.e. Rs.59500.00 (Rupees **Fifty Nine Thousand Five Hundred** only/-) is payable on completion of Brick Work.
13. That 5% of the cost i.e. Rs.59500.00 (Rupees **Fifty Nine Thousand Five Hundred** only/-) is payable on or before completion of Plaster Work.
14. That 5% of the cost i.e. Rs.59500.00 (Rupees **Fifty Nine Thousand Five Hundred** only/-) is payable on completion of Flooring & Finishing Work.
15. That 10% of the cost i.e. Rs.119000.00 (Rupees **One Lakh Nineteen Thousand** only/-) is payable on or before possession of the constructed residential unit subjected to the realization of all cheques.

#### **SCHEDULE "D"**

**Structure** : R.C.C. Columns, Beam & Roof slab frame work.

**Walls** : 'A' Class Brick Masonry. **Flooring** : Vitrified Tiles (2' X 2') flooring in all rooms. Stairs with Marble Stone steps, with S. S. Railing.

**Toilets** : Glazed tiles dado up to 6' height in pleasing colour, floor with anti skid ceramic tiles 12" x 12" size & sanitary with white ceramic wares and chromium plated bath fittings.

**Kitchen** : Black Granite stone platform with stainless steel sink, glazed tiles dado up to 3' height above platform and one open almerah.

**Doors** : Dewas Section door frames with Good quality flush doors with 'A' class fittings.

**Windows** : Powder Coated Aluminum sliding windows protected with Pin head glass secured with MS Grill.

**Water supply** : Water supply by Sump well/ Over-head tanks.

**Electrification** : Concealed conduit copper wire wiring with ISI Mark Good quality Electrical fittings.

**Painting** : Oil bound distemper of pleasing shades on internal walls and Exterior cement based Paint on external walls, Oil paint on steel fabricated members and flush doors.

#### **SCHEDULE "E"**

##### **Specifications for Amenities & facilities for Project**

**Roads** : 6" C.C. thick road with 8" sub base complete with hard copra filling up-to 1' and compacted as per layout of the project approved by Town & Country Planning department Bhopal.

**Open Garden** : Well developed landscaped garden with exclusive children play area and Jogging track in the Central Park.

**Club House** : Club House of approx 278 Sq. Mt. carpet area is built at Central Park to facilitate the residents.

**Sewer Line** : Under-ground sewer line network is well connected with all the duplexes/ Plots/ multistoried buildings.

**Sewage Treatment Plant** : A giant RCC structure for FAB based STP capacity 300 x 2 = 600 KLD (300KLD for Sampada Phase 1 & 300KLD for Sampada Phase 2 & 3) is installed complete with dual plumbing network to connect all duplexes/plots/ multistoried buildings and to serve all the gardens and one car washing common point near Block B Shop cum residence building.

**External Electrification** : A 33 x 11 KVA, 5 MVA power Sub – Station is installed as per the specification of MPMKVCL, Bhopal division and 11 KVA / 415 Volts transformers were also installed for the proper supply of electricity to the duplexes/plots/ multistoried buildings

**Water supply** : Over Head tank of 4.00 lakh Litres capacity along with sump well of 4.00 lakh litres capacity is constructed at project to facilitate water supply to all the duplexes, plots and multistoried buildings.

**Plantation** : One plant is planted in front of every Duplex/Plot and also about 500 Plants were planted in and around the colony gardens, alongside the colony roads and approach road.