

ANNEXURE 'A' [See rule 9]

AGREEMENT FOR SALE

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

By and Between

M/s Sarthak Real Built Privet Limited (CIN no. U45200MP2006PTC018988), a company incorporated under the provisions of the Companies Act, 1956, having its registered office at Bhicholi Hapsi By-pass Road, Near Columbia Convent School, Indore (M.P.)-452016 and its corporate office at 12/1, New Palasia, Indore (M.P.) (PAN - AAECM8887E), represented by its Director and authorized signatory MR. Ashwin Mehta S/o Mr. Chandra Singh Mehta authorized *vide* board resolution dated 30.11.2012 hereinafter referred to as the "**Seller**". (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. / Ms. _____, (Aadhar no. _____) son / daughter of _____, aged about _____, residing at _____, (PAN _____), hereinafter called the "**Purchaser**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include him self/ her self, heirs, executors, administrators, successors- in-interest and permitted assigns).

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

WHEREAS:

- A. The Seller is a absolute and lawful owner of Survey No. 25/1/1, 27, 28/1, 28/2, 28/3, 28/4, 28/5, 30/1, 30/2, 31/1, 31/2, 32, 33, 34/1, 34/2, 36/2, 106/1, 106/2, total area 8.102 hector situated in Village Dhabli Tehsil Sanwer District Indore (M.P.) ("**Said Land**"). The said land where purchased by seller vide various registered sale deeds, in detail mentioned in below :-

S. NO.	Survey No.	Area (hector)	Document No.	Date
1	25/1/1	0.606	A1/4568	05.09.2013
2	27	0.802	A1/5053	28.09.2013
3	28/1	0.409	A1/5020	26.09.2013
4	28/2	0.101	A1/5023	26.09.2013
5	28/3	0.026	A1/5023	26.09.2013
6	28/4	0.153	A1/5025	26.09.2013
7	28/5	0.127	A1/5025	26.09.2013
8	30/1	0.085	A1/5025	26.09.2013

9	30/2	0.044	A1/5026	26.09.2013
10	31/1	0.064	A1/5025	26.09.2013
11	31/2	0.017	A1/5026	26.09.2013
12	32	0.089	A1/5025	26.09.2013
13	33	0.117	A1/5025	26.09.2013
14	34/1	0.853	A1/5025	26.09.2013
15	34/2	0.571	A1/5026	26.09.2013
16	36/2	0.330	A1/5026	26.09.2013
17	106/1	2.995	A1/3861	02.09.2014
18	106/2	0.713	A1/6800	27.12.2014
Total	18	8.102		

B. The Said Land is earmarked for the purpose of plotted development of residential project which shall be known as "**Singapore British Park**" ("**Project**"):

c. The Seller is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Seller regarding the Said Land on which Project is to be constructed have been completed under the following permission of under the competent Government authority law which are as :-

a) That the Joint Director, Town and Country Planning District Indore has sanctioned map for residential purpose on project land vide letter No. 2789/S.P./out-59/13/NGRANI/2014, Indore, dated 29.04.2014 and after the amendment of Town and Country Planning, District Indore vide letter No. 8215/S.P./out-73/15/NGRANI/2015, Date 26.10.2015.

b) That, by order dated 29.10.2014, passed in Case No. 41/A-2/2013-14, passed by Sub Division Officer, Tahsil Sanwer District Indore the project land has been diverted under Section 172 of the Madhya Pradesh Land Revenue Code, 1959 for residential purpose.

c) That, the seller is expert in the business of development and construction of townships, colony and other construction related work and having colonizer license registration no. 114/B-121/2014, Indore, dated 26.06.2015, issued by the Commissioner, Municipal Corporation Indore under the Madhya Pradesh Municipal Corporation Act, 1956/Madhya Pradesh Municipal Corporation Act, 1961 and under Madhya Pradesh Nagarpalika (Colonizer ka registrikarn nirbandhan and sharte) Niyam, 1998.

d) That, the Chief City Planner, Indore Development Authority, Indore has issued a letter No. 4200/Bhu-Arjan/2014 dated 23.06.2014, which was referred to Joint Director, Town and Country Planning, Indore and it is clear from that the project land is free from all schemes of Indore Development Authority.

e) That, the Collector Indore granted Development Permission on said land by Permission letter No. 15 Dated dated 09.11.2015 and amended letter no. 1264/KARI/2015 dated 23.12.2015 under the Madhya Pradesh Panchayat Raj and Gram Swraj Act, 1993 (S. No. 1, 1994) and Madhya Pradesh Gram Panchayat (Colony Development) Rule, 2014.

f) That, the Promoters has registered the Project under the provisions of the Real Estate (Regulation and Development) Act, 2016 with the Madhya Pradesh Estate Regulatory Authority at Bhopal on _____ under registration No. _____.

- D. Whereas, the Purchaser had applied for a plot in the Project *vide* application no. _____ dated _____ and has been allotted plot no. _____ having area of _____ square feet i.e. _____ Sq. mt. (hereinafter referred to as the “**Plot**” more particularly described in **Schedule A**);
- E. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;
- F. 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;
- G. 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;
- H. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Seller hereby agrees to sell and the Purchaser hereby agrees to purchase the Plot.

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 Seller agrees to sell to Sale and the Purchaser hereby agrees to purchase the said plot.
- 1.2 The, total sale consideration price for the Plot is Rs. _____ (Rupees _____ only) (“**Total Price**”).

Explanation:

- (i) The total Price above includes the booking amount, sale price, maintenance charges till completion certificate etc., which shall be paid by the Purchaser to the Seller towards the Plot;
- (ii) The total Price above includes Taxes (consisting of tax paid or payable by the Seller by way of Good and Service Tax or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Seller, by whatever name called) up to the date of handing over the possession of the plot to the Purchaser and the project to the association of purchasers 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 Purchaser to the Seller 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 Purchaser;

- (iii) The Purchaser shall make payment to the Seller within the time as stated in and in manner specified in Schedule B and shall receive all receipt of payment made.
 - (iv) The total Price of Plot includes recovery of price of land, internal development charges, external development charges of township, taxes and includes cost for providing all other facilities, amenities and specifications to be provided within the and the Project but excludes charges of maintenance, electrification, other amenities available in the Project and it shall be payable separately to the Seller.
- 1.3 The Total Price is escalation-free, save and except increases, which the Purchaser 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 Seller undertakes and agrees that while raising a demand on the Purchaser for increase in development charges, cost/charges imposed by the competent authorities, the Seller shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Purchaser, 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 Purchaser.
- 1.4 The Purchaser(s) shall make the payment as per the payment plan set out in **Schedule B (“Payment Plan”)**.
- 1.5 Subject to para 8.3 the Seller agrees and acknowledges, the Purchaser shall have the right to the Plot as mentioned below:
- (i) The Purchaser shall have exclusive ownership of the Plot on or after registration of sale deed;
 - (ii) That the computation of the price of the Plot includes recovery of price of land, internal development charges, external development charges, maintenance charges till completion certificate, taxes but excluding electrification, maintenance charges and other amenities charges.
 - (iii) The Purchaser has the right to visit the project site to assess the extent of development of the project and his/her plot, as the case may be.
- 1.6 It is made clear by the Seller and the Purchaser agrees that the Plot shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-

contained Project covering the said Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Purchaser. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Purchasers of the Project and Purchasers shall be liable for payment of same.

- 1.7 The Seller agrees to pay all outgoings on or before issue since of Notice Pertinent to transferring the physical possession of the Plot to the Purchaser, which it has collected from the Purchasers, for the payment of outgoings (including municipal or other local taxes, charges for water or electricity, or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the project). If the Seller fails to pay all or any of the outgoings collected by it from the Purchasers or any liability, mortgage loan and interest thereon before transferring the apartment to the Purchasers, the Seller 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.
- 1.8 The Purchaser has paid a sum of Rs. _____ (Rupees _____ only) as booking amount being part payment towards the Total Price of the Plot at the time of application. The receipt of which the Seller hereby acknowledges and the Purchaser hereby agrees to pay the remaining price of the Plot as prescribed in the Payment Plan [**Schedule B**] as may be demanded by the Seller within the time and in the manner specified therein:

Provided that if the Purchaser delays in payment towards any amount which is payable, he shall be liable to pay interest at the rate 24 % per annum and they shall not be liable to take possession of the Plot.

2. **MODE OF PAYMENT:**

Subject to the terms of the Agreement and the Seller abiding by the construction milestones, the Purchaser shall make all payments on or before stipulated time as mentioned in the Payment Plan **Schedule B** through A/c Payee cheque/demand draft/bankers cheque or online payment (as applicable) in favour of ' _____ ' payable at _____.

3. **COMPLIANCE OF LAWS RELATING TO REMITTANCES:**

- 3.1 The Purchaser, 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 Seller with such permission, approvals which would enable the Seller 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 Purchaser 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 Seller accepts no responsibility in regard to matters specified in para 3.1 above. The Purchaser shall keep the Seller fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Purchaser subsequent to the signing of this Agreement, it shall be the sole responsibility of the Purchaser to intimate the same in writing to the Seller immediately and comply with necessary formalities if any under the applicable laws. The Seller shall not be responsible towards any third party making payment/remittances on behalf of any Purchaser 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 Seller shall be issuing the payment receipts in favour of the Purchaser only.

4. **ADJUSTMENT/APPROPRIATION OF PAYMENTS:**

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

5. **TIME IS ESSENCE:**

The Seller 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 Plot to the Purchaser and the common areas to the association of Purchasers or the competent authority, as the case may be.

6. **POSSESSION OF THE PLOT:**

- 6.1 **Schedule for possession of the said Plot** - The Seller agrees and understands that timely delivery of possession of the Plot to the Purchaser amenities and facility unless there is delay or failure due to unavailability of construction material, labor, war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature or legal complication 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 Purchaser agrees that the Seller shall be entitled to the extension of time for delivery of possession of the Plot, provided that such Force Majeure conditions are not of a nature, which make it impossible for the contract to be implemented. The Purchaser agrees and confirms that, in the event it becomes impossible for the Seller to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Seller shall refund to the Purchaser the entire amount received by the Seller from the allotment within 45 days from that date. The Seller shall intimate the Purchaser about such termination at least thirty days prior to such termination. After refund of the money paid by the Purchaser, the Purchaser agrees that he/ she shall not have any rights, claims etc. against the Seller and that the Seller shall be released and discharged from all its obligations and liabilities under this Agreement.

- 6.2 **Procedure for taking possession** - The Seller, upon obtaining the completion certificate Pertinent to development of the project from the competent authority shall offer in writing the possession of the Plot to the Purchaser in terms of this Agreement to be taken within two months from the date of issue of offering for possession.

Provided that, in the absence of local law, the conveyance deed in favour of the Purchaser shall be carried out by the Seller within 3 months from the date of issue of occupancy certificate. The Seller agrees and undertakes to indemnify the Purchaser in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Seller. The Purchaser, after taking possession or after two month from the date of issuance of offer letter to pay the maintenance charges as determined by the Seller/association of Purchasers, as the case may be after the issuance of the completion certificate for the project. The Seller shall hand over the occupancy certificate of the plot, as the case may be, to the Purchaser at the time of conveyance of the same.

- 6.3 **Failure of Purchaser to take Possession of Plot** - Upon receiving a written intimation from the Seller as per para 6.2, the Purchaser shall take possession of the Plot from the Seller by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Seller shall give possession of the Plot to the Purchaser. In case the Purchaser fails to take possession within the time provided in para 6.2, such Purchaser shall continue to be liable to pay maintenance charges as specified in para 6.2.

- 6.4 **Possession by the Purchaser** - After obtaining the completion certificate and handing over physical possession of the Plot to the Purchasers, it shall be the responsibility of the Seller to hand over the copy of necessary documents and plans and permissions of the competent authority, as the case may be, as per the local laws.

Provided that, in the absence of any local law, the Seller shall handover the necessary documents and plans, including common areas, to the association of Purchasers or the competent authority, as the case may be, within thirty days after obtaining the completion certificate.

- 6.5 **Cancellation by Purchaser** – The Purchaser shall have the right to cancel/withdraw his allotment in the Project as provided in the Act:

Provided that where the Purchaser proposes to cancel/withdraw from the project without any fault of the Seller, the Seller herein is entitled to forfeit the 15% of total price. The balance amount of money paid by the Purchaser shall be returned by the Seller to the Purchaser within 45 days of such cancellation. In so far cancellation of allotment the purchaser have to submit their request before the seller and on execution of deed of cancellation of agreement said cancellation.

- 6.6 **Compensation** –In so far title of the Project, the Purchaser has checked, verified all title documents, permission of competent authorities provided under the law and on satisfaction about title, ownership and legal status of Project the Purchaser has purchased the Plot. 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 at rate of 12% per annum for fix period of six month.

Provided that, the seller will be free to adjust such amount in consideration of another plot in other project with same market value or size In case the Purchaser shall be liable for payment of if difference in Size and Market Value than in such case.

Except for occurrence of a Force Majeure event, if the Seller fails to complete or is unable to give possession of the Plot (i) in accordance with the terms of this Agreement, duly completed by the date specified in para 6.1; 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 Seller shall be liable, on demand to the Purchasers, in case the Purchaser 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 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 Purchaser does not intend to withdraw from the Project, the Seller shall pay the Purchaser interest at the rate prescribed in the Rules for every month of delay, till the handing over of the possession of the Plot, which shall be paid by the Seller to the Purchaser within forty-five days of it becoming due.

7. REPRESENTATIONS AND WARRANTIES OF THE SELLER:

The Seller hereby represents and warrants to the Purchaser as follows:

- (i) The [Seller] 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 Seller 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 Plot;
- (iv) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Plot are valid and subsisting and have been obtained by following due process of law. Further, the Seller has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project;
- (vi) The Seller 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 Purchaser created herein, may prejudicially be affected;
- (vii) The Seller 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 Plot which will, in any manner, affect the rights of Purchaser under this Agreement;

- (viii) The Seller confirms that the Seller is not restricted in any manner whatsoever from selling the said Plot to the Purchaser in the manner contemplated in this Agreement;
- (ix) At the time of execution of the conveyance deed the Seller shall handover lawful, vacant, peaceful, physical possession of the Plot to the Purchaser;
- (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 Seller 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 Purchaser and the association of Purchasers 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 Seller in respect of the said Land and/or the Project.

8. EVENTS OF DEFAULTS AND CONSEQUENCES:

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

- (i) Seller fails to provide ready to move in possession of the Plot to the Purchaser within the time period specified in para 6.1 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 Seller'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.

8.2 In case of Default by Seller under the conditions listed above, Purchaser is entitled to the following:

- (i) The Purchaser shall have the option of terminating the Agreement in which case the Seller shall be liable to refund the entire money paid by the Purchaser 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 Purchaser does not intend to withdraw from the project or terminate the Agreement, he shall be paid, by the Seller, interest at the rate prescribed in the Rules, for every month of delay till the handing over of the possession of the Plot, which shall be paid by the Seller to the Purchaser within forty-five days of it becoming due.

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

- (i) In case the Purchaser fails to make payments for as per schedule or two consecutive demands made by the Seller as per the Payment Plan annexed hereto, despite having been issued notice in that regard the Purchaser shall be liable to pay interest to the Seller on the unpaid amount at the rate 15% per annum;
- (ii) In case of Default by Purchaser under the condition listed above continues for a period beyond two consecutive months then after notice from the Seller in this regard, the Seller may cancel the allotment of the Plot in favour of the Purchaser and refund the money paid to him by the Purchaser by deducting 15% of amount from the deposited amount and the interest liabilities and this Agreement shall thereupon stand terminated. Provided that the Seller shall intimate the Purchaser about such termination at least thirty days prior to such termination.

9. CONVEYANCE OF THE SAID PLOT:

The Seller, on receipt of Total Price of the Plot as per schedule under the Agreement from the Purchaser, shall execute a conveyance deed and convey the title of the plot and the completion certificate, as the case may be, to the Purchaser.

Provided that, in the absence of local law, the conveyance deed in favour of the Purchaser will be carried out on or before or after issuance of completion certificate as condition may be.

However, in case the Purchaser fails to deposit the stamp duty and/or registration charges within the period mentioned in the notice, the Purchaser authorizes the Seller to withhold registration of the conveyance deed in his/her favour until payment of stamp duty and registration charges to the Seller is made by the Purchaser.

10. MAINTENANCE OF THE SAID PROJECT:

The Seller 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 Purchasers upon the issuance of the completion certificate of the project. The cost of such maintenance shall be payable to the maintenance agency authorized by the Seller.

11. 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 pertinent such development is brought to the notice of the Seller within a period of 5 (five) years from the date of completion certificate, it shall be the duty of the Seller to rectify such defects without further charge,

within 30 (thirty) days, and in the event of Seller's failure to rectify such defects within such time.

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

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

13. SELLER SHALL NOT MORTGAGE OR CREATE A CHARGE:

After the Seller executes this Agreement he shall not mortgage or create a charge on the 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 Purchaser who has taken or agreed to take such Plot.

14. PURCHASER SHALL NOT SALE OR TRANSFER :-

After the Purchaser execute this Agreement he/she shall not sale, transfer the Plot to any person, Company or firm subsequently and if any subsequent sale is made or sold then not with standing any thing contained in any other law for the time being in before, such subsequently seller conveyance shall not be binding on the seller and shall not affect the right and interest of the seller.

Provided that if purchaser wants to sale said plot in that Case the written consent of the seller shall be mandatory and the purchaser shall be liable for payment of Rupees 25,000/- against corporate welfare fund and also shall be liable to pay additional Rupees 10/- per sq.ft. of subsequent sale consideration price to the seller against the paper formalities, lanes and other expanses.

15. ENTIRE AGREEMENT:

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

16. RIGHT TO AMEND:

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

17. WAIVER NOT A LIMITATION TO ENFORCE:

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

17.2 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.

18. **SEVERABILITY:**

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

19. **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.

20. **PLACE OF EXECUTION:**

The execution of this Agreement shall be complete only upon its execution by the Seller through its authorized signatory at the Seller's Office, or at some other place, which may be mutually agreed between the Seller and the Purchaser. After the Agreement is duly executed by the Purchaser and the Seller or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar at Indore. Hence this Agreement shall be deemed to have been executed at Indore

21. **NOTICES:**

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

(PURCHASER)

AND

(SELLER)

M/s Sarthak Real Built Privet Limited
corporate office at 12/1, New Palasia,
Indore (M.P.)

It shall be the duty of the Purchaser and the Seller 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 Seller or the Purchaser, as the case may be.

22. **JOINT PURCHASERS:**

That in case there are Joint Purchasers all communications shall be sent by the Seller to the Purchaser 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 Purchasers.

23. **SAVINGS:**

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

24. **GOVERNING LAW:**

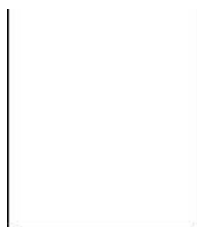
That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the Act and the Rules and Regulations made there under including other applicable laws of India for the time being in force.

25. **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 Arbitrator appointed under the Arbitration and Conciliation Act, 1996.

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

SIGNED AND DELIVERED BY THE WITHIN NAMED:



Purchaser: (including joint buyers)

(1) Signature _____

Name _____

Address _____

Please affix
photograph
and sign
across the
photograph

(2) Signature _____

Name _____

Address _____

Please affix
photograph
and sign
across the
photograph

**SIGNED AND DELIVERED BY THE WITHIN
NAMED:**

Seller:

_____ Please affix

(1) Signature (Authorised Signatory) _____ photograph

Name _____

and sign

Address _____

across the
photograph

At _____ on _____ in the presence of:

WITNESSES:

1. Signature _____

Name _____

Address _____

2. Signature _____

Name _____

Address _____

SCHEDULE – “A”

DISCRIPTION OF THE PLOT

Plot No. (.....) is situated in "**Singapore British Park**", Village Dhabli Tahsil Sanwer District Indore (M.P.). The mentioned plot is having Meter width and its length is Meter having total area as Sq. Mt.

The Said Premises is Bounded as under:

**Towards EAST :
Towards WEST :
Towards NORTH :
Towards SOUTH :**

SCHEDULE-"B"

SINGAPORE BIRITISH PARK – Payment Plan

RH _____

AMOUNT PAYABLE BY THE APPLICANT:

S.No.	Particular	Amount (a)	CGST (b)	SGST (c)	Total Amount (a+b+c)
1.	Basic Sale Price {inclusive of proportionate land share in the particular unit}.		+GST Tax	+GST Tax	
	Total Payable		+GST Tax	+GST Tax	

Note :

Basic Cost Exclude's MPEB Charges, External Maintenance Charges , Club Development Charges and All Govt & Legal Expenses Extra (i.e. as Applicable on the Day of Registry).

PAYMENT PLAN :-

S.No.	Schedule Of Payment	Installment (a)	CGST (b)	SGST (c)	Total Amount (a+b+c)
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1.	At the time of booking				
2.	Payable 25% at the time of execution of Agreement (including booking Amt.) within 15 days.				
3.	Payable _____% at the time _____				
4.	Payable _____% at the time _____				
5.	Payable _____% at the time _____				
6.	Payable _____% at the time _____				
7.	Payable _____% at the time _____				
8.	Payable 5% at the time of possession *				
	Total (100%)				
Total(Rs. Only) + GST Tax As Applicable					