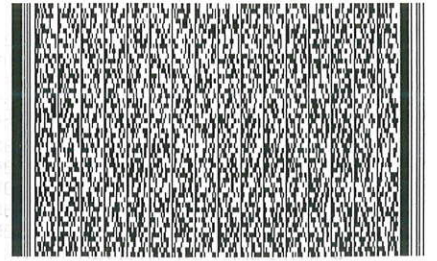




# Registration and Stamp Department Madhya Pradesh



## Certificate of Stamp Duty

### E-Stamp Details

E-Stamp Code	01011702062023004296		
Total E-Stamp Amount	500		
Govt. Stamp Duty (Rs.)	500	Municipality Duty (Rs.)	0
Janpad Duty (Rs.)	0	Upkar Amount (Rs.)	0
Exempted Amount(Rs.)	0		
E-Stamp Type	NON-JUDICIAL		
Issue Date & Time	02/06/2023 11:41:07		
Service Provider or Issuer Details	Anwar Khan/SP013144006202100024		
SP/SRO/DRO/HO Details	68, Dhanmandi, Ratlam RATLAM RATLAM		



### Deed Details

Deed Type	Agreement or Memorandum of an agreement
Deed Instrument	If not otherwise provided for- Five hundred rupees.
Purpose	Agreement for sale

### First Party Details

Organization Name	Ms SATYA INFRASTRUCTURES LTD
Address	34 BABAR LANE, BENGALI MARKET, NEW DELHI-110001 EXECUTED ON INDORE INDORE Madhya Pradesh INDIA
Number of Persons	1

### Second Party Details

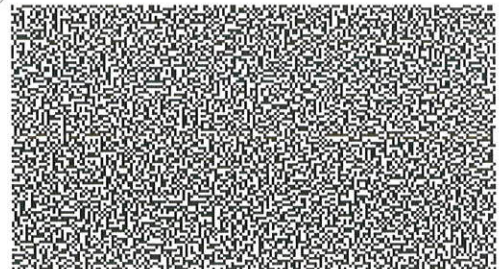
Name	Kamlesh Bholande S/O D/O W/O C/O Rameshwar Bholande
Address	20/A, Nupur Shri Residency, Brijeshwari Main, Ganesh Dham Road, Indore 452016 INDORE Madhya Pradesh INDIA
Number of Persons	2

Agreement



*Kamlesh*  
*Monali*

Digitally signed by Anwar  
Khan  
Date: 2023.06.02 11:41:43  
IST



AGREEMENT FOR SALE  
(Without Possession)

This Agreement for Sale ("Agreement") executed on this 28<sup>th</sup> day of June, 2023

By and Between

M/s Satya Infrastructures Ltd., a Company registered under Companies Act, 1956, having its registered office at 34, Babar Lane, Bengali Market, New Delhi-110001 (CIN-.....) (PAN.....), represented by its Authorized Signatory Mr. Rajinder Gupta (Aadhar no. ....) authorized *vide* Authorization letter dated 20-7-2021, hereinafter referred to as the "Promoter/Owner". (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor in-interest and permitted assigns).

AND

**[If the Allottee is a company]**

~~....., (CIN no. ....) accompany incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], having its registered office at ....., (PAN ....., (Aadhar no. ....) represented by its authorized signatory, ..... duly authorized *vide* board resolution dated ....., hereinafter referred to as the "Allottee" (which expressions shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor in-interest, and permitted assigns).~~

[OR]

**[If the Allottee is a Partnership]**

~~....., a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at ....., (PAN ....., represented by its authorized partner, ....., authorized *vide* ....., herein after referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the said firm, the survivor or survivors of them and their heirs, executors and administrators of the last surviving partner and his/her/their assigns).~~

[OR]

**[If the Allottee is an Individual]**

Mr. Kamlesh Bholande, (Aadhar no. 2379 3525 7051) S/W/D of Mr. Rameshwar Bholande, aged about 38, residing at 20/A, Nupur Shri Residency, Brijeshwari Main Ganesh Dham Road, Indore, Madhya Pradesh-452016, (PAN AYHPB7728F), & Mrs. Monali Bholande, (Aadhar no. 8018 6281 1833) S/W/D of Mr. Kamlesh Bholande, aged about 37, residing at 20/A, Nupur Shri Residency, Brijeshwari Main Ganesh Dham Road, Indore, Madhya Pradesh-452016, (PAN AKWPN9183F), 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 assigns).



Kamlesh  
Monali

ALLOTTEE/CO-ALLOTTEE

[OR]

**[If the Allottee is a HUF]**

Mr. \_\_\_\_\_ (Aadhar no. \_\_\_\_\_) son of \_\_\_\_\_ aged about \_\_\_\_\_ for self and as the Karta of the Hindu Joint Mitakshara Family known as \_\_\_\_\_ HUF, having its place of business / residence at \_\_\_\_\_ (PAN \_\_\_\_\_), hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and the members or member for the time being of the said HUF, and their respective heirs, executors, administrators and permitted assigns).  
*[Please insert details of other allottee(s), in case of more than one allottee]*

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

**Note:**

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

- (a) "Act" means the Real Estate (Regulation and Development) Act, 2016 (16 of 2016);
- (b) "Appropriate Government" means the Government of state of Madhya Pradesh;
- (c) "Common Areas" means the areas as defined under clause (n) of Section 2 of the Act.
- (d) "Rules" means the Madhya Pradesh Real Estate (Regulation and Development) Rules, 2017 made under the Real Estate (Regulation and Development) Act, 2016;
- (e) "Regulations" means the Regulations made under the Real Estate (Regulation and Development) Act, 2016;
- (f) "Section" means a section of the Act.

**WHEREAS:**

- A. The promoter company is the owner of piece and parcel of the land measuring 43.479 hectare situated at Village Raukhedi, Lasudia Parmar Panchayat, Tehsil Sanwer Dist. Indore (M.P.) (hereinafter referred to as 'the Said Land'). The aforesaid land was purchased by the promoter by virtue of various registered sale deeds duly registered at the office of concerned Sub-Registrar. That after obtaining relevant permissions from the concerned authorities, the Promoter has developed a residential colony on the said land in the name and style of 'Malwa County', Indore (hereinafter referred to as the 'Malwa County').
- B. That in the said 'Malwa County' colony a piece of land admeasuring 16,351 Sq. Mtrs. (1.6351 Hectare) has been earmarked for group housing scheme. The said group housing scheme would be called as the "Malwa Enclave", (hereinafter referred as the said 'Project').
- C. The Promoter has obtained the layout plan/ sanctioned plan approved for the said Project for the development/construction of various units, from various concerned govt. authorities as follows:

  
PROMOTER

  
ALLOTTEE/CO-ALLOTTEE

- (i) Commencement certificate bearing number 1545/2022 granted on 15.09.2022 issued by the office of Director, Town & Country Planning, Indore (M.P.).
- (ii) Building Construction Permission dated 20.09.2022 bearing no 34/PACHA/2022 granted by the Gram Panchayat Lasudia Parmar Teh. Sanwer Dist Indore to commence the project.
- (iii) RERA registration certificate issued on 28.11.2022 Real Estate Regulatory Authority, Madhya Pradesh (RERA) at Bhopal vide registration no.P-SWR-22-3792.
- D. The Promoter is fully competent to enter into this Agreement and all the legal formalities, with respect to the right, title and interest of the Promoter, have been completed regarding the Said Project.
- E. The building construction permission of the project is valid upto 20.09.2023, in view of which the RERA registration certificate has also been granted till 20.09.2023 only. Since the construction of the said project shall require a further period of 30 months (alongwith a grace period of 6 months unless there is delay due to force majeure) commencing from the date mentioned in Rera registration certificate for completion of construction, hence the promoter shall apply and obtain for extension of building approval and Rera registration for further period as required and the Allottee provides his consent to such extension under this agreement.
- F. The Allottee had applied for a Residential Unit in the said Project *vide* application dated **19/3/2023** and has been allotted a Unit bearing No **42** having Carpet area of approximately **1052** (sq.ft.) **97.75** (sq.mtr.), Slab Area of approximately **1672** (sq.ft.) **155.33** (sq.mtr.) spread on Ground, First & Mumty Floors, with balconies, terrace of the unit, and exclusive right to use open areas i.e. Front **427** (sq.ft.) **39.67** (sq.mtr.), Back **210** (sq.ft.) **19.51** (sq.mtr.), Side **N/A** (sq.ft.) **N/A** (sq.mtr.) with the unit for exclusive use of allottee alongwith right to use the common areas of the said project. (hereinafter referred to as the said "Unit" more particularly described in 'Schedule A' and the Floor Plan of unit is described in 'Schedule B');
- G. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;
- H. 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;
- I. 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;
- J. 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 Unit as specified in Para 'F'.



*Chandesh*  
*Manali*  
ALLOTTEE/CO-ALLOTTEE

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 Unit as specified in para F.
- 1.2 The Total Price for the Unit based on the carpet area is Rs. **7665000/- ( Rupees Seventy Six Lacs Sixty Five Thousand Only ) ("Total Price")** the details of which are mentioned as under and more particularly at 'Schedule C' hereto:

Details of Total price

S.No.	Description	Amount /Price	Remark if any
1.	Basic Price of Unit	7300000/-	-
2.	Preference Location Charges	NIL	
3.	GST @ 5%	365000/-	Subject to revision as per government notification
4.	Total price (in rupees) (Basic price + PLC +Taxes)	7665000/-	

Explanation:

- i. The Total Price above includes the booking amount i.e. an amount equivalent to 10% of the Total Price of the Unit;
- ii. Allottee (s) hereby agrees to pay the Total Price and all Other Charges and dues as described in the Payment Plan (**Schedule D**) attached with this Agreement and in the manner specified therein, subject to other provisions of the Act and this Agreement.
- i. The Total Price above includes applicable Taxes (consisting of tax paid or payable by the Promoter such as GST, and Cess or any other similar taxes/fees/charges/levies etc. which is levied, in connection with the construction/development of the Project payable by the Promoter, by whatever name called) up to the date of handing over the possession of the Unit to the allottee and the project to the association of allottees or the competent authority, as the case may be, after obtaining the Part completion certificate/completion certificate:

Provided that in case there is any change / modification in the taxes/imposition of GST, 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 as mentioned in recital Clause E, if any, granted to the said project by the Authority, as per the Act, the same shall not be charged from the



ALLOTTEE/CO-ALLOTTEE

*Chandish. Murali*

allottee;

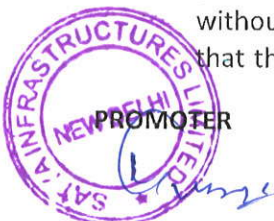
- iii. The Promoter shall periodically intimate in writing to the Allottee, the amount payable as stated in (1.2) above and the Allottee shall make payment demanded by the Promoter within the time and in the manner specified therein. In addition, the Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;
- iv. The Total Price of the Unit includes (i) recovery of price of land (specifically earmarked in the unit plan annexed as Schedule-B) (ii) development/construction of the said unit as per the specifications; (iii) preferential location charges (PLC), (iv) Proportionate Cost of Development charges of common areas , but does not include (i) individual electricity connection charges; (ii) water connection charges to the unit; (iii) Advance Maintenance Charges for maintenance of the Common Areas at the rates as may be specified by the Promoter(iv) Interest Free Maintenance Security Deposit (IFMSD) (v) Non-refundable/Non-transferable Club Development charges ; (vi ) Proportionate charges for all enhanced Applicable Taxes (vii ) stamp duty & registration charges of this Agreement and Conveyance Deed, documentation charges/ legal charges including statutory deposits, administrative charges for registration, transfer, endorsement, name addition/ deletion etc.; as specifically excluded from the Total Price of the unit and the same shall be payable by the Allottee (s) on demand by the Promoter.

**1.3** The Total Price is escalation-free, save and except increases, which the Allottee hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. 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 D** ("Payment Plan").

The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee by discounting such early payments 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 subject to compliance of other terms of this agreement by allottee.

**1.5** It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans and layout plans and specification described herein at **Schedule 'E'** save and except the changes that may be compoundable within the provisions of the laws that may be applicable or as per the provisions of the Act and Rules made thereunder or as per approvals/ instructions/ guidelines of the competent authorities in respect of the Unit or project, 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 necessary due to



architectural requirement in respect of the Project, or such minor changes or alterations as per the provisions of the Act and Rules made thereunder or as per approvals/ instructions/ guidelines of the competent authorities under the Act or under any enactment/ rules/ regulations etc.

- 1.6 The Promoter shall confirm the final area of the unit, that has been allotted to the Allottee (s) after the development of the Project and essential services is complete and after the completion/ part completion certificate (as the case may be) is granted by the competent authority. In case of change in the area of the unit, the Total Price payable shall be recalculated upon confirmation by the Promoter. If there is any increase in the area which is not more than 5% (five percent) of the area of the unit allotted to the Allottee (s), the Allottee (s) shall be liable to pay for the increased area or in case there is decrease in the area, rebate in the price for the decreased area will be allowed without interest. All these monetary adjustments shall be made at the time of offer of possession and at the same rate per sq. ft. as agreed in this Agreement.
- 1.7 Subject to para 9.3 the Promoter agrees and acknowledges, the Allottee shall have the right to the Unit as mentioned below:
- i. The Allottee shall have exclusive ownership of the Unit;
  - ii. The Allottee shall also have undivided proportionate share in the Common Areas in the said project. 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 as provided in the Act;
  - iii. The Allottee has the right to visit the project site to assess the extent of development of the project and his Unit, as the case maybe.
- 1.8 The Promoter agrees to pay all outstanding payments before transferring the physical possession of the unit to the Allottees, which it has collected from the Allottees, for the payment of outstanding payments (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, 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 unit). If the Promoter fails to pay all or any of the outstanding payments collected by it from the Allottees or any liability, mortgage loan and interest thereon before transferring the unit to the Allottees, the Promoter agrees to be liable, even after the transfer of the unit, to pay such outstanding payments and penal charges, if any, to the authority or person to whom they are payable.
- 1.9 The Allottee has paid a sum of Rs. 200000/- ( Rupees Two Lacs Only ) as booking amount being part payment towards the Total Price of the unit 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 unit as prescribed in the Payment Plan [Schedule D] as may be demanded by the Promoter within the time and in the manner specified therein:  
Provided that if the allottee delays in payment towards any amount which is payable, he shall be liable to pay interest at the rate prescribed in the Rules.



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ALLOTTEE/CO-ALLOTTEE

**2. MODE OF PAYMENT:**

Subject to the terms of the Agreement and the Promoter abiding by the development/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 D] through A/c Payee cheque/demand draft/bankers cheque or online payment (as applicable) in favour of 'M/S SATYA INFRASTRUCTURES LIMITED' Malwa Enclave Rera I Account No. 40921929834, maintained with State Bank of India, at MID Corporate Plot No. 91, IDC, 1<sup>st</sup> Floor, MG Road, Gurugram, Bearing IFSC Code SBIN0050933.

**Note:** the written demand may be sent through email / by hand / registered post / speed post / registered AD and/or courier. In all cases the same shall be deemed to be delivered to the Allottee.

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

**3.1** The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made thereunder or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to 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 Unit 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 Unit, if any, in his/her name and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner. The Allottee (s) further agrees, understands, confirms and agrees that all payments made by the Allottee (s) shall first be adjusted towards outstanding interest, then statutory charges, thereafter towards principal outstanding from the Total Price and



PROMOTER

ALLOTTEE/CO-ALLOTTEE

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thereafter towards the Other Charges.

**5. TIME ISSESSENCE:**

The Promoter shall abide by the time schedule for completing the project as disclosed at the time of registration of the project as described in recital Clause E with the Authority and towards handing over the Unit to the allottee.

NOTE: The Allottee (s) accepts that the Promoter can only complete the Project, if all the Allottee (s) make their payments in terms of the Payment Plan Payment Plan (**Schedule D**) as per agreement and as such agrees not to hold the Promoter responsible/ liable for delay in completion of the Project due to default of the Allottee (s) in making timely payments.

**6. DEVELOPMENT/CONSTRUCTION OF THE PROJECT/UNIT:**

The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the Unit and accepted the floor plan, payment plan and the specifications, amenities and facilities [annexed alongwith this Agreement] which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the *Madhya Pradesh State laws* and shall not have an option to make any variation /alteration / modification insuch plans, other than in the manner provided under the Act.

- 6.1** That the unit shall be handed over to the Allottee (s) as per the specification. It is hereby clarified that the Allottee (s) shall apply to the Promoter/ Electricity/Water Service Provider, as the case may be, for connection of the electricity and water and pay the Electricity and water connection charges in that regard, without any demur or cavil.
- 6.2** The Allottee (s) understands and agrees that the Promoter shall carry out the internal development within the said Project, which inter alia, includes laying of roads, water lines, sewer lines, electrical lines etc., however, it is understood that the external linkages for these services beyond the periphery of the Project, such as water lines, sewer lines, storm water drains, roads, electricity, and other such integral services are to be provided by the appropriate Government and/ or the local authorities and the Promoter is dependent on the appropriate Government for providing such external linkage and the Promoter shall bear no responsibility for such unfinished work. Any cost towards linkage of any/all of such services shall be born by the Allottee.
- 6.3** It is further clarified and the Allottee (s) agrees and acknowledges that in the event the appropriate Government fails to provide the external linkages for water lines, sewer lines by the time the Promoter offer possession of the unit to the Allottee (s), the Promoter shall make arrangements for water supply through private sources, the charges for which shall be proportionately payable by all Allottee (s), which shall be calculated on the basis of actual cost plus applicable taxes thereon.



*Manish* *Manali*  
ALLOTTEE/CO-ALLOTTEE

**7. POSSESSION OF THE UNIT:**

**7.1 Schedule for possession of the said Unit** - The Promoter agrees and understands that timely delivery of possession of the Unit to the allottee is the essence of the Agreement. Subject to the Allottee (s) fulfilling the terms and conditions of this Agreement in a timely manner and payment of the Total Price along with any Other Charges/ dues as per the Payment Plan (Schedule D) The Promoter assures to handover possession of the Unit with all specifications, amenities and facilities of the said unit **as per Schedule-E** however, in any case, the offer of possession of the said Unit, shall not be delayed beyond the time granted under the registration by the Authority or such extension thereof as may be extended by the Authority, unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake, pandemic/epidemic or any other calamity caused by nature affecting the regular development of the real estate project ("Force Majeure"), which shall mean all such circumstances or factors not in control of the Promoter. 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 unit, provided that such Force Majeure conditions are not of a nature, which make it impossible for the contract to be implemented. If, the completion of the Project is delayed due to the above conditions, then the Allottee (s) agrees that the Promoter shall be entitled to the extension of time for offer of possession of the Unit. Further, the Allottee (s) accepts that in the event the delay of offering the possession of unit is due to non receipt of part completion/ completion certificate, the Promoter shall not be held responsible or liable for payment of compensation for such period .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 without any interest received by the Promoter from the allotment within 45 days from the intimation given by promoter. The promoter shall intimate the allottee about such termination at least thirty days prior to such termination. After refund of the money without any interest 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. The Allottee (s) further agrees and confirms that he/ she shall not have any objection if the unit is allotted/ sold to any third party, post intimation of receipt of the refund from the Promoter, as mentioned hereunder this clause.

**7.2 Procedure for taking possession of unit-** The Promoter, shall offer in writing the possession of the unit, to the Allottee in terms of this Agreement which shall be taken by the Allottee within two months from the date of such offer of possession. [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 part completion certificate/ completion certificate subject to clearance of all dues in terms of this agreement as demanded by the promoter]. The Allottee, agree(s) to pay the maintenance charges as determined by the Promoter/association of allottees, as the case may be. irrespective of whether or not the Allottee(s) has/have got the specified unit registered in their name or taken the physical possession of the same.



*Chandrab*  
*Mouali*

ALLOTTEE/CO-ALLOTTEE

**7.3 Failure of Allottee to take Possession of unit-** Upon receiving a written intimation from the Promoter as per para 7.2, the Allottee shall take possession of the unit from the Promoter by clearing all dues/outstanding and completing all formalities upon receipt of final call (demand) letter from promoter including but not limited to executing necessary indemnities, undertakings and such other documentation as prescribed, and the Promoter shall give possession of the unit 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 holding charges @ **Rs. 15,000/- (Rupees Fifteen Thousand Only)** per month of the area ("**Holding Charges**") and maintenance charges as specified in para 7.2 over and above the interest on delayed payments for such period of delay, which is acknowledged by the Allottee (s).

**7.4 Possession by the Allottee -** After obtaining the occupancy certificate/part completion certificate/completion certificate and handing over physical possession of the Unit to the Allottees, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, 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, to the association of allottees or the competent authority, as the case may be, .

**Post Possession-**That the Allottee (s) agrees and undertakes that the Allottee (s) shall, after being offered possession of the said unit, not object to the Promoter constructing or continuing with the construction/development of the said Project. It is acknowledged and accepted by the Allottee (s) that the construction/development of the Project may continue even post handing over possession of the unit to the Allottee (s).

**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, Taxes & Brokerage (if any) paid for the allotment of the unit. The balance amount of money paid by the allottee shall be returned without any interest by the promoter to the allottee for which an intimation for refund shall be sent 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 (as defined above in para 7.1), if the promoter fails to complete or is unable to give possession of the Unit (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 unit, in the manner as provided under the Act on demand by the allottee. 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



Unit, which shall be paid/adjusted by the promoter to the allottee within forty-five days of it becoming due.

**8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:**

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

- (i) The Promoter has absolute, clear and marketable title with respect to the said Land; the requisite rights to carry out development/construction 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) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Unit are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Building and unit and common areas;
- (v) The Promoter has the right to enter in to 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;
- (vi) 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 unit which will, in any manner, affect the rights of Allottee under this Agreement;
- (vii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said unit to the Allottee in the manner contemplated in this Agreement;
- (viii) At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the unit to the Allottee ;
- (ix) 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;
- (x) 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 Unit has been handed over to the allottee;
- (xi) 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.



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*Mouali*  
ALLOTTEE/CO-ALLOTTEE

**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 unit 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 or such extension thereof as extended by RERA as mentioned in Clause E. For the purpose of this para, 'ready to move in possession' shall mean that the Unit shall be in a habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities of the unit, as agreed to between the parties, and for which occupation certificate/part completion certificate and completion certificate, as the case may be, has been issued by the competent authority;
- (ii) Discontinuance of the Promoter's business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made thereunder.

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

- (i) Stop making further payments to Promoter as demanded by the Promoter. If the Allottee stops making payments, the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any interest; or
- (ii) The Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the Unit, alongwith 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 unit, 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 consecutive demands made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard the allottee shall be liable to pay interest to the promoter on the unpaid amount at the rate prescribed in the Rules;
- (ii) In case of Default by Allottee under the condition listed above continues for a period beyond 15 days after notice from the Promoter in this regard, the Promoter may cancel the allotment of the unit 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 UNIT:**

The Promoter, on receipt of Total Price and all Other Charges and dues as described in the Payment Plan from the Allottee, shall execute a conveyance deed and convey the title of the unit preferably within 3 months from the date of issuance of the occupancy certificate/ the completion certificate but not later than six months from possession, as the case may be, to the allottee.. In case, the Allottee fails to deposit the stamp duty and registration charges, other ancillary charges within the period mentioned in the Final call Letter, the Allottee authorizes the Promoter to withhold registration of the conveyance deed in his/her favour until payment of stamp duty and registration charges and other ancillary charges to the Promoter is made by the Allottee, solely at the cost and consequences of the Allottee.

**11 MAINTENANCE OF THE SAID 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 allottee shall execute separate maintenance agreement with the promoter or the maintenance agency appointed by the promoter as and when called upon by the promoter or its nominee. The maintenance charges shall be payable as per maintenance agreement. The Allottee shall always be liable to pay monthly maintenance charges @ \_\_\_ as per applicable rate, from the date as mentioned in final call letter for offer of possession. The same shall be payable on monthly/yearly basis in advance.

The maintenance charges shall be applicable/commenced from the date of completion certificate/occupancy certificate/completion certificate or offer for possession, whichever is earlier , of the said "Malwa Enclave". It is further agreed by the Allottee(s) that the Allottee(s) and/or its successors-in interest shall not be entitled to raise any dispute in this regard and any dispute raised in this regard shall not be tenable and the Allottee(s) shall be bound to pay the same in the manner as stated herein above. (Any other applicable tax, charges or statutory levies or liabilities present or future are payable extra).

The Allottee shall deposit the interest free maintenance security deposit (IFMSD) as referred in clause 1.2 above to ensure timely payment of total maintenance charges. The Promoter reserves its right to increase the said deposit at its sole discretion and the Allottee undertakes to pay the same on demand by the Promoter. In case the Allottee fails to pay the total maintenance charges by the due date or within the period mentioned in the notice, the Promoter or its associates/nominee shall appropriate these charges from IFMSD.

That it is mutually agreed that the possession of the common areas of the Said Project as well as the Said Land shall remain with the Promoter who will maintain and upkeep the same until the same are transferred to the concerned authority.

The Allottee agrees that he shall become a member of such Association of Allottee.

**12 DEFECT LIABILITY:**

It is agreed that in case any structural defect of the unit 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 90 (Ninety) days or extended reasonable time, 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.



*Manali*  
ALLOTTEE/CO-ALLOTTEE

### 13 RIGHT TO ENTER THE UNIT FOR REPAIRS:

The Promoter/maintenance agency/association of allottees shall have rights of unrestricted access of all Common Areas, for providing necessary maintenance services and the Allottee agrees to permit the association of allottees and/or maintenance agency to enter into the unit or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise.

### 14 USAGE:

**Use of Service Areas:** The service areas, if any, as located within the **MALWA ENCLAVE**, shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, maintenance and service rooms etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the services areas 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 UNIT:

- 15.1** Subject to para 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the Unit at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in, or the Unit, , common area, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Unit and keep the Unit, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the common area is not in any way damaged or jeopardized.
- 15.2** The Allottee further undertakes, assures and guarantees that he/she would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face / facade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottees shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further, the Allottee shall not store any hazardous or combustible goods in the unit or place any heavy material in the common areas of the project. The Allottee shall also not remove any wall, including the outer and load bearing wall of the unit.
- 15.3** The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the association of allottees and/or maintenance agency appointed by association of allottees. The Allottee shall be responsible for any loss or damages arising out of breach of any of the previously mentioned conditions.

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

The Parties are entering into this Agreement for the allotment of a Unit 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) any where in the Project after the building plan/revised building plan, layout plan/revised building plan, sanction plan/revised building plan and specifications, amenities and facilities has been approved by the competent authority(is) and disclosed, except for as provided in the Act. However, pursuant to any notification/Policy, that may be applicable



to the Project, the Promoter shall be entitled to undertake additional construction, the Allottee hereby provides its consent to such additional construction without any further recourse to the Allottee.

**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 unit 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 unit.

Notwithstanding the above, the Promoter may raise finance, loan from any financial institution/bank by way of mortgage/charge/securitization of receivables or in any other mode or manner by charge/mortgage of the land of the said Project.

**19 APARTMENT OWNERSHIP ACT/RELEVANT LAWS:**

The Promoter has assured the Allottees that the project in its entirety is in accordance with the provisions of the relevant laws prevailing in the state.

**20 BINDING EFFECT:**

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub- Registrar, Indore 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. If however, after giving a fair opportunity to the allottee to get this agreement executed the allottee does not come forward or is incapable of executing the same, then in such a case, the promoter has an option to forfeit ten percent booking amount and taxes.

**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 Unit/, 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 unit and the Project



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shall equally be applicable to and enforceable against and by any subsequent Allottees of the unit, in case of a transfer, as the said obligations go along with the unit for all intents and purposes. The Allottee shall not be entitled to get the name of his nominee (s) substituted in his place without the prior approval of the promoter who may in its sole discretion permit the same on such terms as it may deem fit. In case approval is given, all nominees shall be bound by the terms of this Allotment as well as the applicable laws, license condition and all other applicable rules etc. The transferee shall pay administrative charges at the time of such transfer as prescribed by the Promoter from time to time. Any change in the name (including additions/deletion) registered with the Promoter will be deemed as transfer for this purpose.

**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 including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Promoter in the case of one Allottee shall not be construed to be a precedent and /or binding on the Promoter to exercise such discretion in the case of other Allottees.
- 24.2** Failure on the part of the Parties to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

**25 SEVERABILITY:**

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

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

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in Project, the same shall be the proportion which the carpet area of the unit bears to the carpet area of all the Units in the Project.

**27 FURTHER ASSURANCES:**

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

**28 PLACE OF EXECUTION:**

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, in Indore after the Agreement is



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ALLOTTEE/CO-ALLOTTEE

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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 Indore. Hence this Agreement shall be deemed to have been executed at Indore.

**29 NOTICES:**

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

**Mr. Kamlesh Bholande & Mrs. Monali Bholande**

**R/o 20/A, Nupur Shri Residency, Brijeshwari Main Ganesh Dham Road, Indore, Madhya**

**Pradesh-452016**

Promoter

**M/s Satya Infrastructures Ltd.**

**Address :34, Baber Lane,Bengali Market, New Delhi-110001**

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 maybe.

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

**32 GOVERNING LAW:**

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

**33 DISPUTE RESOLUTION:**

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

**34. THE ASSOCIATION OF ALLOTTEE(S):**

It is also understood and agreed by and between the parties hereto that the Allottee(s) shall join

**ALLOTTEE/CO-ALLOTTEE**



*Kamlesh*  
*Monali*

as member of the association of Allottee(s) and strictly abide by the rules, regulations and by-laws of the association of Allottee(s). The Allottee(s) shall pay to the association of Allottee(s) such amounts/charges as decided by the association of Allottee(s) from time to time. The Allottee(s) shall sign all necessary applications, memorandum, letters, documents and other papers and writings for the purpose of becoming a member of the association of Allottee(s).

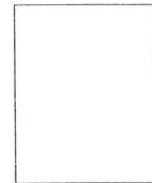
IN WITNESS WHEREOF parties herein above named have set their respective hands and signed this Agreement for Sale at

(city/town name) in the presence of attesting witness, signing as such on the day first abovescribed.

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

Allottee: (including joint buyers)  
Signature \_\_\_\_\_

Name Mr. Kamlesh Bholande  
Address 20/A, Nupur Shri Residency, Brijeshwari  
Main Ganesh Dham Road, Indore, Madhya Pradesh-  
452016



Signature \_\_\_\_\_

Name Mrs. Monali Bholande  
Address 20/A, Nupur Shri Residency, Brijeshwari  
Main Ganesh Dham Road, Indore, Madhya Pradesh-  
452016



**Promoter/Landowner:**

FOR :M/s Satya Infrastructures Ltd.

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

Name: .....  
Address: .....

In the presence of:

**WITNESSES:**

- Signature [Signature] Name Deebuk Singh Address 18A Badli Pur Delhi
- Signature [Signature] Name Sourav Address Bunari, Delhi-110084



Kamlesh  
Monali  
ALLOTTEE/CO-ALLOTTEE

SCHEDULES:

SCHEDULE-A	Description of the Unit
SCHEDULE-B	Floor Plan of Unit
SCHEDULE-C	Details of Total Price & Other Charges
SCHEDULE-D	Payment Plan
SCHEDULE-E	Sanctioned plans and layout plans and Specification of unit
SCHEDULE-F	Application for Membership of Association
SCHEDULE-G	Membership Form of Association
SCHEDULE-H	Consent for change in layout/zoning/building plans due to technical reasons
SCHEDULE-I	Consent for change in layout/zoning/building plans and filing of Deed of Declaration
SCHEDULE-J	Consent for additional FAR & Density



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SCHEDULE A

**Description of the Unit**

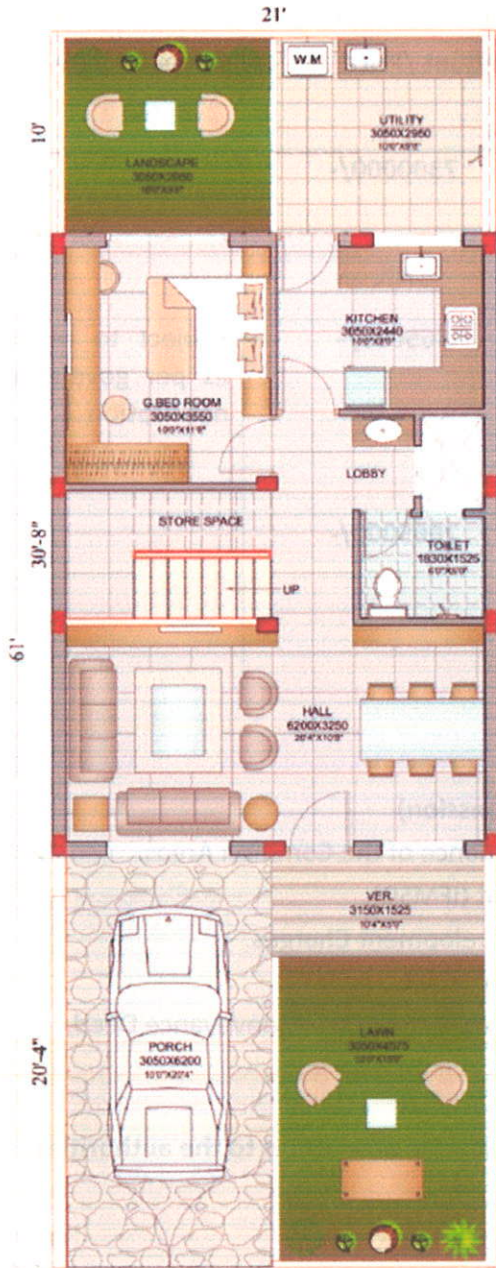
Unit bearing No **42** having Carpet area of approximately **1052** (sq.ft.) **97.75** (sq.mtr.), Slab Area of approximately **1672** (sq.ft.) **155.33** (sq.mtr.) spread on Ground, First & Mumty Floors, with balconies, terrace of the unit, and exclusive right to use open areas i.e. Front **427** sq.ft.) **39.67** (sq.mtr.), Back **210** sq.ft.) **19.51** (sq.mtr.), Side **N/A** (sq.ft.) **N/A** (sq.mtr.) with the unit for exclusive use of allottee alongwith right to use the common areas of the said project, named as "Malwa Enclave", situated in tehsil Sanwer, District Indore, Madhya Pardesh.



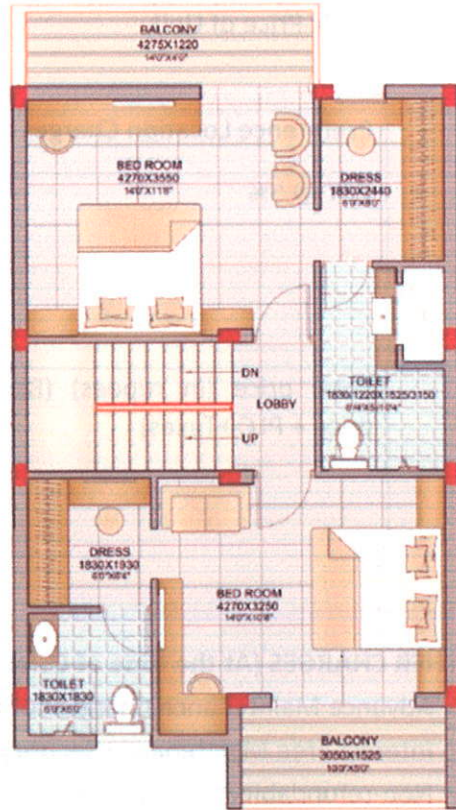
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*Monali*  
ALLOTTEE/CO-ALLOTTEE

**SCHEDULE B**  
**Floor Plan of Unit**



GROUND FLOOR PLAN



FIRST FLOOR PLAN



*Claudia M.* *Mandali.*  
ALLOTTEE/CO-ALLOTTEE

## SCHEDULE C

### Details of Total Price & Other Charges

#### DETAILS OF TOTAL PRICE

S.No.	Description	Amount /Price	Remark if any
1.	Basic Price of Unit	<b>7300000/-</b>	-
2.	Preference Location Charges	NIL	
3.	GST @ 5%	<b>365000/-</b>	Subject to revision as per government notification
4.	Total price (in rupees) (Basic price + PLC +Taxes)	<b>7665000/-</b>	

#### **OTHER CHARGES (At the time of Offer of Possession)**

1. Advance Maintenance Charges for maintenance of the Common Areas.
2. Interest Free Maintenance Security Deposit (IFMSD).
3. Non-refundable/Non-transferable Club Development Charges.
4. Proportionate charges for all enhanced Applicable Taxes.
5. Stamp Duty & Registration charges of this Agreement and Conveyance Deed, Documentation Charges/ Legal Charges.

**Note: - Electricity & Water Connection to be applied by the customer to the authorities.**



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*Monal*  
ALLOTTEE/CO-ALLOTTEE

**SCHEDULE D**

**MALWA ENCLAVE**

**Payment Plan**

Description	Percentage
At the time of Booking	10% of TSP
Within 30 days from Booking	15% of TSP
On Completion of Plinth/ Foundation	10% of TSP
On Commencement of Ground Floor Roof Slab	15% of TSP
On Commencement of First Floor Roof Slab	15% of TSP
On Commencement of Plaster Work *	10% of TSP
On Commencement of Electrification (Conducting & Plumbing work)*	10% of TSP
On Completion of Flooring	5% of TSP
On Commencement of fixing of Windows	5% of TSP
At the time of offer for possession	5% of TSP+ Other Charges

**NOTE:**

- Payment to be made by Demand Draft(s)/Pay Order(s)/Cheque(s)/ NEFT/RTGS only drawn in favor of Satya Infrastructures Limited Malwa Enclave Rera I Account No 40921929834., maintained with State Bank of India, at MID Corporate Plot No-91, IDC, 1<sup>st</sup> Floor, MG Road, Gurugram, bearing IFSC Code: SBIN0050933.
- This Installment and subsequent Installments in the above instalment plan shall become payable on demand irrespective of order in which they are listed above.
- Stamp Duty, Registration charges, GST/VAT (if applicable), Diversion Tax, Miscellaneous Charges etc. shall be payable at the time of offer of possession.
- Allotment to Non-Resident and Nationals of Indian Origin will be subject to laws of the Republic of India.
- For Non-Resident/Foreign Nationals of Indian Origin, all remittance, acquisition/transfer of said unit and compliance shall be as per the provisions of Foreign Exchange Management Act, 1999 (FEMA) or any other statutory obligations.





## SCHEDULE E

Sanctioned plans and layout plans and Specification of unit

CIVIL WORK	
R.C.C. frame structure	As per structural design
Brickwork	4" thick B.M. and 8" thick AAC Block (as per plan)
FENESTRATION	
Main door	Double patam hardwood frame and 35 mm thick both side veneer finish
Room doors	Single patam hardwood frame and 30 mm thick flush door with both side laminate finish
Toilet doors	Single patam granite frame and 30mm thick flush door with both side laminate finish
Sliding doors, windows & ventilators	Anodized / powder coated three track aluminium section window with glass & mosquito net shutters and required hardware
Elevation	Sand face plaster. Kadappa stone cladding on wall. Glass railing for balcony
ELECTRICAL	
Pipes & fittings	2mm thik conduit PVC pipe with required fitting
Cables / Wires & Switches	Havells/KEI/ISI Mark equivalent Brand
FLOORING	
Hall & rooms	800 x 800 mm vitrified tiles
Kitchen	800 x 800 mm vitrified tiles & granite for platform
Staircase	Granite
Parking	Anti-skid vitrified / ceramic parking tiles
Toilets	300x300 mm ceramic tiles for floor & 300x600 mm for wall
PAINTING	
External	Exterior grade paint
Internal	Plastic paint
Wood work	Polish / Paint
Iron work	Enamel satin finish paint
SANITARY	
Pipes & fittings	CPVC pipes & fittings for water supply. S.W.R. PVC pipes & fittings for drainage line
Fixtures	Jaquar
HVAC	Sleev for A.C. in bed rooms
Stair Case Railing; SS Railing; Balcony Railing; MS with glass ; Terrace Railing MS.	



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**SCHEDULE-F**

**Application for Membership of Association  
(to be filled by the purchaser)**

**From:**

**Mr. Kamlesh Bholande**

**Mrs. Monali Bholande**

**R/o 20/A, Nupur Shri Residency, Brijeshwari Main Ganesh Dham Road, Indore, Madhya Pradesh-452016**

**To,**

**The Secretary,  
MCRWA,**

**Sir,**

I have entered into Buyer's Agreement dated \_\_\_\_\_ with M/s Satya Infrastructures Ltd. to purchase the unit No. 42., in 'Malwa Enclave'.

Please enroll me as a member of the Association of Owners and herewith remit a sum of Rs...../- (Rupees.....) towards entrance fees of the said Association.

Kindly let me know the annual subscription fee and also let me have a copy of the bye-laws of the Association. Kindly keep me informed of the activities of the Association from time to time.

**Thanking you,**

**Yours faithfully**

**(.....)**

**Purchaser/Member**

**Date:**



*Kamlesh* *Monali*

**ALLOTTEE/CO-ALLOTTEE**

SCHEDULE-G

**MALWA COUNTY RESIDENTS WELFARE ASSOCIATION**

Unit No. 42, Malwa Enclave

**MEMBERSHIP FORM**

Details of Purchaser/Owner:

1. Name of Purchaser/Owner: **Mr. Kamlesh Bholande & Mrs. Monali Bholande**
1. S/W/D of: **Mr. Rameshwar Bholande & Mr. Kamlesh Bholande**
2. Resident of: **20/A, Nupur Shri Residency, Brijeshwari Main Ganesh Dham Road, Indore, Madhya Pradesh-452016**
3. Permanent Address:
4. Office Address.....
5. Telephone:
  - a. Residence :
  - a. Office :
  - b. Mobile :
  - e Mail :

PARTICULARS OF TENANT, IF ANY:

1. Name: .....
1. Son/Daughter/Wife of:.....
2. Resident of:  
.....
3. Permanent Address:  
.....
4. Office Address:  
.....
5. Telephone:
  - a) Residence:
  - b) Office:
  - c) Mobile:
6. E-mail: .....



*Kamlesh*  
*Monali*  
ALLOTEE/CO-ALLOTEE

**SCHEDULE- H**

From:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

To

M/s Satya Infrastructure Pvt. Ltd.

Sub.: **Consent for change in layout/zoning/building plans due to technical reasons.**

Sir/Madam,

I have entered into an Buyer's Agreement with the Promoter for allotment of unit No. **42**, in 'Malwa Enclave'.

In reference to the said Agreement, I hereby give my consent for bringing about change in the layout/zoning/building plans due to technical reasons, in compliance of all the bye-laws, rules and regulations, structural safety parameters etc.

Thanking You

Name **Mr. Kamlesh Bholande & Mrs. Monali Bholande**

Address **20/A, Nupur Shri Residency, Brijeshwari Main Ganesh Dham Road, Indore, Madhya Pradesh-452016**



PROMOTER

*Kamlesh*

*Monali*

ALLOTTEE/CO-ALLOTTEE

**SCHEDULE-I**

From:

To:

M/s Satya Infrastructures Limited

Sub: Consent for change in layout / zoning / building plans and filing of Deed of Declaration accordingly

Sir / Madam,

I have entered into a Buyer's Agreement with M/s Satya Infrastructures Limited for allotment of Unit No. **42**, in 'Malwa Enclave' situated at Village Raukhedi, Lasudia Parmar Panchayat, Tehsil Sanwer, District Indore, Madhya Pradesh.

I, as a member of Malwa Enclave's Owners' Association, give my consent for bringing about change in the layout/ zoning / building plans / area due to technical reasons, change in bye-laws or change in any government norms and to incorporate and file the same in the Deed of Declaration accordingly under the provisions of Madhya Pradesh Prakoshtha Swamitva Adhinyam, 2000.

Thanking You,

Name: **Mr. Kamlesh Bholande & Mrs. Monali Bholande**

Address: **20/A, Nupur Shri Residency, Brijeshwari Main Ganesh Dham Road, Indore, Madhya Pradesh-452016**

Date: \_\_\_\_\_



*Kamlesh*  
*Monali*

ALLOTTEE/CO-ALLOTTEE

SCHEDULE-J

From:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

To

M/s Satya Infrastructures Ltd.

Sub : Consent for additional FAR & Density.

Sir/Madam,

I have entered into Buyer's Agreement with M/s Satya Infrastructures Ltd. for allotment of unit No. 42, in 'Malwa Enclave'.

In reference said Agreement, I give my consent to the Promoter to utilize additional FAR and population density, in accordance with the revised building plans and I have no objection or claim compensation for the same.

Thanking you

Name **Mr. Kamlesh Bholande & Mrs. Monali Bholande**

Address **20/A, Nupur Shri Residency, Brijeshwari Main Ganesh Dham Road, Indore, Madhya Pradesh-452016**

Date \_\_\_\_\_



*Kamlesh* *monali*  
ALLOTTEE/CO-ALLOTTEE

**ENDORSEMENT I**

<p>I/we hereby assign all the rights under this agreement in favour of:</p>	<p>I/we hereby accept all the rights and liabilities under this agreement assigned in my/our favour:</p>

The above Transfer is hereby confirmed.

For Satya Infrastructures Ltd.

Authorized Signatory

Dated:

PROMOTER



ALLOTEE/CO-ALLOTEE

**ENDORSEMENT II**

<p>I/we hereby assign all the rights under this agreement in favour of:</p>	<p>I/we hereby accept all the rights and liabilities under this agreement assigned in my/our favour:</p>

The above Transfer is hereby confirmed.

For Satya Infrastructures Ltd.

Authorized Signatory  
Dated:

PROMOTER

*C. Anandh*  
*Monali*  
ALLOTTEE/CO-ALLOTTEE



ENDORSEMENT III

<p>I/we hereby assign all the rights under this agreement in favour of:</p>	<p>I/we hereby accept all the rights and liabilities under this agreement assigned in my/our favour:</p>

The above Transfer is hereby confirmed.

For Satya Infrastructures Ltd.

Authorized Signatory  
Dated:

PROMOTER

*Chandh.* *Monali.*

ALLOTTEE/CO-ALLOTTEE

PROMOTER

*Chandesh*

*Mahal*

ALLOTTEE/CO-ALLOTTEE

PROMOTER

Claudia

Moral!

ALLOTEE/CO-ALLOTEE