

PROFORMA – I

Quarterly Progress Report for the Quarter: July to Sep 2023

1. Name of the Builder/Promoter: ACRERISE REALTY LLP
2. Project name: AcreRise AURA PH-II
3. Project Type : Residential
4. Building Type : S+5 multi storied residential apartment
5. Status of Booking:

Units	No. to be developed	Booked till previous quarter	Booked during this quarter
Residential	101	0	02
Commercial	0	0	0
Plots	NA	NA	NA

6. Status of facilities:

Sl. No.	Description of the Facilities	Being provided (Yes/no)	Present Status
1	Community Hall	Yes	Yet to be constructed
2	Lift	Yes	Yet to be installed
3	STP	Yes	Yet to be constructed
4	Transformer	Yes	Power for Construction provided
5	Interior road	Yes	Yet to be constructed
6	Connected road	Yes	Yet to be constructed
7	Installation of DG Set	Yes	Yet to be installed
8	Firefighting equipment	Yes	Yet to be installed
9	Drinking water supply	Yes	Yet to be constructed
10	Fire safety Certificate	Yes	Yet to be obtained
11	Playground, Parks and Green area	Yes	Yet to be constructed
12	Emergency Evacuation Services	Yes	Yet to be constructed
13	Use of Renewable Energy	Yes	Yet to be installed

14	Electricity Supply	Yes	Power for Construction provided
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7. Financial Status:

Sl. No.	Description	Up-to end of previous quarter (in Rs.)	During This Quarter (in Rs.)	Total
1	Funds collected from Allottees	NIL	Rs.32,66,778/-	Rs.32,66,778/-
2	Funds deposited in the project account	NIL	Rs.23,87,580/-	Rs.23,87,580/-
3	Funds withdrawal in the project account	NIL	NIL	NIL
4	Funds invested in the project	NIL	Rs.75,28,780/-	Rs.75,28,780/-

8. Agreement for Sale & Sale Deed:

Sl. No.	Description	Up-to previous quarter	During this quarter	Remarks
1	No. of agreements for sale executed	0	02	NA
2	No. of sale deed executed	0	0	To be executed after issuance of OC.
3	Agreement for sale through Agents (details thereof)	-	-	NA

8(A). Agreements for Sale Through Agents (Details thereof)

Sl. No.	Name of the Agent	Registration No.	No. of Units Booked	Commission paid
1.	-	-	-	-

9. Documents & Certificates to be attached:

Sl. No.	Description	Certificate obtained (Yes/No)	Copy submitted to the Authority (Yes/No)
1	Completion certificate	No	No

2	NOC from CGWA	Yes	Yes
3	Fire Safety Certificate	No	No
4	Occupancy certificate	No	No

10. Formation of Association of Allottees: No

11. Registration Association of allottees : No

12. Execution of Conveyance Deed of common areas in favour of Association of allottees: No

Date: 14/10/2023

ACRERISE REALTY LLP
For ACRERISE REALTY LLP

DESIGNATED PARTNER
Authorized Signatory

STATEMENT OF ACCOUNT

Name : ACRERISE REALTY LLP (AURA PH-II)

PLOT NO.A/295,GROUND FLOOR

SAHEED NAGAR

BHUBANESWAR

Khordha

Date : 25/09/2023

Time : 11:03:38

Cleared Balance : 0.00

+MOD Bal : 0.00

Limit : 0.00

Drawing Power : 0.00

Int. Rate : 0.00 % p.a.

Account Open Date : 26/06/2023

Statement From : 01/06/2023 to 25/09/2023

STATE BANK OF INDIA

IPICOL HOUSE

IPICOL HOUSE GROUND FLOOR

JANPATH, BHUBANESHWAR DIST.KHURDHA,

ODISHA

751022

Branch Code :20549

Branch Phone :9937114426

IFSC : SBIN0020549

MICR : 751002099

Account No.:42030317409

Product : REALTORS CURRENT ACCOUNT ONE

Currency : INR

Branch E-mail : sbi.20549@sbi.co.in

Uncleared Amount : 0.00

Monthly Average Balance: 0

E-mail : mairaj@myspace.in

Nominee Name :

Account Status : OPEN

Page No. : 1

Post Date	Value Date	Details	Chq.No	Debit	Credit	Balance
		BROUGHT FORWARD :				0.00
18/07/23	18/07/23	DEP TFR UPI/CR/356522887491/ 4897733162090			50000.00	50000.00Cr
24/07/23	24/07/23	AT 00539 ANDHERI(EAS WDL TFR 42030317851 OF ACRER		35000.00		15000.00Cr
24/07/23	24/07/23	AT 20549 IPICOL HOUS WDL TFR 42030318210 OF ACRER		15000.00		0.00
26/07/23	26/07/23	AT 20549 IPICOL HOUS BY CLEARING HDF 400240097-0000	000005		100000.00	100000.00Cr
26/07/23	26/07/23	WDL TFR 42030317851 OF ACRER		70000.00		30000.00Cr
26/07/23	26/07/23	AT 20549 IPICOL HOUS WDL TFR 42030318210 OF ACRER		30000.00		0.00
26/07/23	26/07/23	AT 20549 IPICOL HOUS DEP TFR UPI/CR/320769575787/ 4897734162099			25000.00	25000.00Cr
26/07/23	26/07/23	AT 00001 KOLKATA BR DEP TFR UPI/CR/320748517708/ 4897734162099			25000.00	50000.00Cr
26/07/23	26/07/23	AT 00001 KOLKATA BR WDL TFR 42030317851 OF ACRER		35000.00		15000.00Cr
26/07/23	26/07/23	AT 20549 IPICOL HOUS WDL TFR 42030318210 OF ACRER		15000.00		0.00
28/07/23	28/07/23	AT 20549 IPICOL HOUS DEP TFR UPI/CR/357518464694/ 4897736162097			94052.00	94052.00Cr
		CARRIED FORWARD :				94,052.00Cr

Statement Summary

Dr. Count 6

Cr. Count 5

2,00,000.00

2,94,052.00

In Case Your Account Is Operated By A Letter Of Authority/Power Of Attorney Holder, Please Check The Transaction With Extra Care.

STATEMENT OF ACCOUNT

Name : ACRERISE REALTY LLP (AURA PH-II)

PLOT NO.A/295,GROUND FLOOR

SAHEED NAGAR

BHUBANESWAR

Khordha

Date : 25/09/2023

Time : 11:03:38

Cleared Balance : 0.00

+MOD Bal : 0.00

Limit : 0.00

Drawing Power : 0.00

Int. Rate : 0.00 % p.a.

Account Open Date : 26/06/2023

Statement From : 01/06/2023 to 25/09/2023

STATE BANK OF INDIA

IPICOL HOUSE

IPICOL HOUSE GROUND FLOOR

JANPATH, BHUBANESHWAR DIST.KHURDHA,

ODISHA

751022

Branch Code :20549

Branch Phone :9937114426

IFSC : SBIN0020549

MICR : 751002099

Account No.:42030317409

Product : REALTORS CURRENT ACCOUNT ONE

Currency : INR

Branch E-mail : sbi.20549@sbi.co.in

Uncleared Amount : 0.00

Monthly Average Balance: 0

E-mail : mairaj@myspace.in

Nominee Name :

Account Status : OPEN

Page No. : 2

Post Date	Value Date	Details	Chq.No	Debit	Credit	Balance
		BROUGHT FORWARD :				94052.00Cr
28/07/23	28/07/23	WDL TFR 42030317851 OF ACRER AT 20549 IPICOL HOUS		65836.00		28216.00Cr
28/07/23	28/07/23	WDL TFR 42030318210 OF ACRER AT 20549 IPICOL HOUS		28216.00		0.00
29/07/23	29/07/23	DEP TFR UPI/CR/321063244762/ 4897737162096 AT 00001 KOLKATA BR			25000.00	25000.00Cr
29/07/23	29/07/23	DEP TFR UPI/CR/321088944132/ 4897737162096 AT 00001 KOLKATA BR			25000.00	50000.00Cr
29/07/23	29/07/23	WDL TFR 42030317851 OF ACRER AT 20549 IPICOL HOUS		35000.00		15000.00Cr
29/07/23	29/07/23	WDL TFR 42030318210 OF ACRER AT 20549 IPICOL HOUS		15000.00		0.00
02/08/23	02/08/23	CHQ TRFR FROM 11094672530 OF Mr. R AT 20549 IPICOL HOUS	642542		100000.00	100000.00Cr
02/08/23	02/08/23	WDL TFR 42030317851 OF ACRER AT 20549 IPICOL HOUS		70000.00		30000.00Cr
02/08/23	02/08/23	WDL TFR 42030318210 OF ACRER AT 20549 IPICOL HOUS		30000.00		0.00
04/08/23	04/08/23	DEP TFR IMPS321617112045 MOB NO: 9439797017 ACCT NO: XX2312 AT 99922 INTERNET BA			50000.00	50000.00Cr
04/08/23	04/08/23	eCHQ:MAC001313414262 WDL TFR		35000.00		15000.00Cr
		CARRIED FORWARD :				15,000.00Cr

Statement Summary

Dr. Count 13

Cr. Count 9

4,79,052.00

4,94,052.00

In Case Your Account Is Operated By A Letter Of Authority/Power Of Attorney Holder, Please Check The Transaction With Extra Care.

STATEMENT OF ACCOUNT

Name : ACRERISE REALTY LLP (AURA PH-II)

PLOT NO.A/295,GROUND FLOOR

SAHEED NAGAR

BHUBANESWAR

Khordha

Date : 25/09/2023

Time : 11:03:38

Cleared Balance : 0.00

+MOD Bal : 0.00

Limit : 0.00

Drawing Power : 0.00

Int. Rate : 0.00 % p.a.

Account Open Date : 26/06/2023

Statement From : 01/06/2023 to 25/09/2023

STATE BANK OF INDIA

IPICOL HOUSE

IPICOL HOUSE GROUND FLOOR

JANPATH, BHUBANESHWAR DIST.KHURDHA,

ODISHA

751022

Branch Code :20549

Branch Phone :9937114426

IFSC : SBIN0020549

MICR : 751002099

Account No.:42030317409

Product : REALTORS CURRENT ACCOUNT ONE

Currency : INR

Branch E-mail : sbi.20549@sbi.co.in

Uncleared Amount : 0.00

Monthly Average Balance: 0

E-mail : mairaj@myspace.in

Nominee Name :

Account Status : OPEN

Page No. : 3

Post Date	Value Date	Details	Chq.No	Debit	Credit	Balance
		BROUGHT FORWARD :				15000.00Cr
04/08/23	04/08/23	AT 20549 IPICOL HOUS WDL TFR		15000.00		0.00
09/08/23	09/08/23	AT 20549 IPICOL HOUS DEP TFR UPI/CR/322133611248/ 4897734162099			50000.00	50000.00Cr
09/08/23	09/08/23	AT 00001 KOLKATA BR WDL TFR 42030317851 OF ACRER		35000.00		15000.00Cr
09/08/23	09/08/23	AT 20549 IPICOL HOUS WDL TFR 42030318210 OF ACRER		15000.00		0.00
09/08/23	09/08/23	AT 20549 IPICOL HOUS DEP TFR UPI/CR/322158289747/ 4897734162099			50000.00	50000.00Cr
09/08/23	09/08/23	AT 00001 KOLKATA BR WDL TFR 42030317851 OF ACRER		35000.00		15000.00Cr
09/08/23	09/08/23	AT 20549 IPICOL HOUS WDL TFR 42030318210 OF ACRER		15000.00		0.00
10/08/23	10/08/23	AT 20549 IPICOL HOUS DEP TFR UPI/CR/322200232190/ 4897735162098			100000.00	100000.00Cr
10/08/23	10/08/23	AT 00539 ANDHERI(EAS WDL TFR 42030317851 OF ACRER		70000.00		30000.00Cr
10/08/23	10/08/23	AT 20549 IPICOL HOUS WDL TFR 42030318210 OF ACRER		30000.00		0.00
10/08/23	10/08/23	AT 20549 IPICOL HOUS DEP TFR INB for flat booking 10709122341 OF Chief AT 99922 INTERNET BA			149500.00	149500.00Cr
		CARRIED FORWARD :				1,49,500.00Cr

Statement Summary

Dr. Count 20

Cr. Count 13

6,94,052.00

8,43,552.00

In Case Your Account Is Operated By A Letter Of Authority/Power Of Attorney Holder, Please Check The Transaction With Extra Care.

STATEMENT OF ACCOUNT

Name : ACRERISE REALTY LLP (AURA PH-II)
PLOT NO.A/295,GROUND FLOOR

SAHEED NAGAR
BHUBANESWAR
Khordha

Date : 25/09/2023

Time : 11:03:38

Cleared Balance : 0.00

+MOD Bal : 0.00

Limit : 0.00

Drawing Power : 0.00

Int. Rate : 0.00 % p.a.

Account Open Date : 26/06/2023

Statement From : 01/06/2023 to 25/09/2023

STATE BANK OF INDIA

IPICOL HOUSE
IPICOL HOUSE GROUND FLOOR
JANPATH, BHUBANESHWAR DIST.KHURDHA,
ODISHA
751022

Branch Code : 20549
Branch Phone : 9937114426
IFSC : SBIN0020549
MICR : 751002099

Account No.: 42030317409

Product : REALTORS CURRENT ACCOUNT ONE

Currency : INR

Branch E-mail : sbi.20549@sbi.co.in

Uncleared Amount : 0.00

Monthly Average Balance: 0

E-mail : mairaj@myspace.in

Nominee Name :

Account Status : OPEN

Page No. : 4

Post Date	Value Date	Details	Chq.No	Debit	Credit	Balance
		BROUGHT FORWARD :				149500.00Cr
10/08/23	10/08/23	WDL TFR 42030317851 OF ACRER AT 20549 IPICOL HOUS		104650.00		44850.00Cr
10/08/23	10/08/23	WDL TFR 42030318210 OF ACRER AT 20549 IPICOL HOUS		44850.00		0.00
11/08/23	11/08/23	AT 20549 IPICOL HOUS DEP TFR INB Flat Booking cha 10709122341 OF Chief AT 99922 INTERNET BA			200000.00	200000.00Cr
11/08/23	11/08/23	WDL TFR 42030317851 OF ACRER AT 20549 IPICOL HOUS		140000.00		60000.00Cr
11/08/23	11/08/23	WDL TFR 42030318210 OF ACRER AT 20549 IPICOL HOUS		60000.00		0.00
18/08/23	18/08/23	CHQ TRFR FROM 11094672530 OF Mr. R AT 20549 IPICOL HOUS	642544		425840.00	425840.00Cr
18/08/23	18/08/23	WDL TFR 42030317851 OF ACRER AT 20549 IPICOL HOUS		298088.00		127752.00Cr
18/08/23	18/08/23	WDL TFR 42030318210 OF ACRER AT 20549 IPICOL HOUS		127752.00		0.00
19/08/23	19/08/23	BY CLEARING BOI 758013516-0407	040771		100000.00	100000.00Cr
19/08/23	19/08/23	WDL TFR 42030317851 OF ACRER AT 20549 IPICOL HOUS		70000.00		30000.00Cr
19/08/23	19/08/23	WDL TFR 42030318210 OF ACRER AT 20549 IPICOL HOUS		30000.00		0.00
25/08/23	25/08/23	CHQ TRFR FROM AT 20549 IPICOL HOUS	606190		100000.00	100000.00Cr
		CARRIED FORWARD :				1,00,000.00Cr

Statement Summary

Dr. Count 28

Cr. Count 17

15,69,392.00

16,69,392.00

In Case Your Account Is Operated By A Letter Of Authority/Power Of Attorney Holder, Please Check The Transaction With Extra Care.

25/08/23	25/08/23	10709120819 OF Mr. V AT 20549 IPICOL HOUS CHQ TRFR FROM 30429690710 OF Mr. S AT 20549 IPICOL HOUS	725092		100000.00	200000.00Cr
25/08/23	25/08/23	WDL TFR 42030317851 OF ACRER AT 20549 IPICOL HOUS		140000.00		60000.00Cr
25/08/23	25/08/23	WDL TFR 42030318210 OF ACRER AT 20549 IPICOL HOUS		60000.00		0.00
26/08/23	26/08/23	DEP TFR			100000.00	100000.00Cr

26/08/23	26/08/23	UPI/CR/323829597904/ 4897737162096 AT 20549 IPICOL HOUS WDL TFR		70000.00		30000.00Cr
26/08/23	26/08/23	42030317851 OF ACRES AT 20549 IPICOL HOUS WDL TFR		30000.00		0.00
04/09/23	04/09/23	42030318210 OF ACRES AT 20549 IPICOL HOUS BY CLEARING	000133		100000.00	100000.00Cr
04/09/23	04/09/23	HDF 758240002-0001 OUT-CHQ RETURN	000133	100000.00		0.00
11/09/23	11/09/23	01Funds Insufficient BY CLEARING	107522		100000.00	100000.00Cr
11/09/23	11/09/23	PNB 751024063-1075 WDL TFR		70000.00		30000.00Cr
11/09/23	11/09/23	42030317851 OF ACRES AT 20549 IPICOL HOUS WDL TFR		30000.00		0.00
22/09/23	22/09/23	42030318210 OF ACRES AT 20549 IPICOL HOUS CHQ TRFR FROM	725093		349450.00	349450.00Cr
		30429690710 OF Mr. S AT 20549 IPICOL HOUS				
		CARRIED FORWARD :				3,49,450.00Cr

Statement Summary

Dr. Count 35 Cr. Count 22 20,69,392.00 24,18,842.00

In Case Your Account Is Operated By A Letter Of Authority/Power Of Attorney Holder, Please Check The Transaction With Extra Care.

STATEMENT OF ACCOUNT

Name : ACRERISE REALTY LLP (AURA PH-II)

PLOT NO.A/295,GROUND FLOOR

SAHEED NAGAR

BHUBANESWAR

Khordha

Date : 25/09/2023

Time : 11:03:38

Cleared Balance : 0.00

+MOD Bal : 0.00

Limit : 0.00

Drawing Power : 0.00

Int. Rate : 0.00 % p.a.

Account Open Date : 26/06/2023

Statement From : 01/06/2023 to 25/09/2023

STATE BANK OF INDIA

IPICOL HOUSE

IPICOL HOUSE GROUND FLOOR

JANPATH, BHUBANESHWAR DIST.KHURDHA,

ODISHA

751022

Branch Code : 20549

Branch Phone : 9937114426

IFSC : SBIN0020549

MICR : 751002099

Account No.: 42030317409

Product : REALTORS CURRENT ACCOUNT ONE

Currency : INR

Branch E-mail : sbi.20549@sbi.co.in

Uncleared Amount : 0.00

Monthly Average Balance: 0

E-mail : mairaj@myspace.in

Nominee Name :

Account Status : OPEN

Page No. : 5

Post Date	Value Date	Details	Chq.No	Debit	Credit	Balance
		BROUGHT FORWARD :				349450.00Cr
22/09/23	22/09/23	WDL TFR 42030317851 OF ACRER AT 20549 IPICOL HOUS		244615.00		104835.00Cr
22/09/23	22/09/23	WDL TFR 42030318210 OF ACRER AT 20549 IPICOL HOUS		104835.00		0.00
24/09/23	24/09/23	DEP TFR IMPS326721736789 MOB NO: 8904148240 ACCT NO: XX6836 AT 99922 INTERNET BA eCHQ:MAD000381521147			50000.00	50000.00Cr
24/09/23	24/09/23	WDL TFR AT 20549 IPICOL HOUS		35000.00		15000.00Cr
24/09/23	24/09/23	WDL TFR AT 20549 IPICOL HOUS		15000.00		0.00
		CLOSING BALANCE :				0.00

Statement Summary

Dr. Count 39

Cr. Count 23

24,68,842.00

24,68,842.00

In Case Your Account Is Operated By A Letter Of Authority/Power Of Attorney Holder, Please Check The Transaction With Extra Care.

*** END OF STATEMENT ***

STATEMENT OF ACCOUNT

Name : ACRERISE REALTY LLP (AURA PH-II)

PLOT NO.A/295,GROUND FLOOR

SAHEED NAGAR

BHUBANESWAR

Khordha

Date : 25/09/2023

Time : 11:04:21

Cleared Balance : 16,58,189.00Cr

+MOD Bal : 0.00

Limit : 0.00

Drawing Power : 0.00

Int. Rate : 0.00 % p.a.

Account Open Date : 26/06/2023

Statement From : 01/06/2023 to 25/09/2023

STATE BANK OF INDIA

IPICOL HOUSE

IPICOL HOUSE GROUND FLOOR

JANPATH, BHUBANESHWAR DIST.KHURDHA,

ODISHA

751022

Branch Code :20549

Branch Phone :9937114426

IFSC : SBIN0020549

MICR : 751002099

Account No.:42030317851

Product : REALTORS CURRENT ACCOUNT TWO

Currency : INR

Branch E-mail : sbi.20549@sbi.co.in

Uncleared Amount : 0.00

Monthly Average Balance: 0

E-mail : mairaj@myspace.in

Nominee Name :

Account Status : OPEN

Page No. : 1

Post Date	Value Date	Details	Chq.No	Debit	Credit	Balance
		BROUGHT FORWARD :				0.00
24/07/23	24/07/23	DEP TFR 42030317409 OF ACRER AT 20549 IPICOL HOUS			35000.00	35000.00Cr
26/07/23	26/07/23	DEP TFR 42030317409 OF ACRER AT 20549 IPICOL HOUS			70000.00	105000.00Cr
26/07/23	26/07/23	DEP TFR 42030317409 OF ACRER AT 20549 IPICOL HOUS			35000.00	140000.00Cr
28/07/23	28/07/23	DEP TFR 42030317409 OF ACRER AT 20549 IPICOL HOUS			65836.00	205836.00Cr
29/07/23	29/07/23	DEP TFR 42030317409 OF ACRER AT 20549 IPICOL HOUS			35000.00	240836.00Cr
02/08/23	02/08/23	DEP TFR 42030317409 OF ACRER AT 20549 IPICOL HOUS			70000.00	310836.00Cr
04/08/23	04/08/23	DEP TFR 42030317409 OF ACRER AT 20549 IPICOL HOUS			35000.00	345836.00Cr
09/08/23	09/08/23	DEP TFR 42030317409 OF ACRER AT 20549 IPICOL HOUS			35000.00	380836.00Cr
09/08/23	09/08/23	DEP TFR 42030317409 OF ACRER AT 20549 IPICOL HOUS			35000.00	415836.00Cr
10/08/23	10/08/23	DEP TFR 42030317409 OF ACRER AT 20549 IPICOL HOUS			70000.00	485836.00Cr
10/08/23	10/08/23	DEP TFR 42030317409 OF ACRER AT 20549 IPICOL HOUS			104650.00	590486.00Cr
11/08/23	11/08/23	DEP TFR 42030317409 OF ACRER AT 20549 IPICOL HOUS			140000.00	730486.00Cr
		CARRIED FORWARD :				7,30,486.00Cr

Statement Summary

Dr. Count 0

Cr. Count 12

7,30,486.00

In Case Your Account Is Operated By A Letter Of Authority/Power Of Attorney Holder, Please Check The Transaction With Extra Care.

STATEMENT OF ACCOUNT

STATE BANK OF INDIA
IPICOL HOUSE
IPICOL HOUSE GROUND FLOOR
JANPATH, BHUBANESHWAR DIST.KHURDHA,
ODISHA
751022

Name : ACRERISE REALTY LLP (AURA PH-II)

PLOT NO.A/295,GROUND FLOOR

SAHEED NAGAR

BHUBANESWAR

Khordha

Date : 25/09/2023

Time : 11:04:21

Cleared Balance : 16,58,189.00Cr

+MOD Bal : 0.00

Limit : 0.00

Drawing Power : 0.00

Int. Rate : 0.00 % p.a.

Account Open Date : 26/06/2023

Statement From : 01/06/2023 to 25/09/2023

Branch Code : 20549

Branch Phone : 9937114426

IFSC : SBIN0020549

MICR : 751002099

Account No.: 42030317851

Product : REALTORS CURRENT ACCOUNT TWO

Currency : INR

Branch E-mail : sbi.20549@sbi.co.in

Uncleared Amount : 0.00

Monthly Average Balance: 0

E-mail : mairaj@myspace.in

Nominee Name :

Account Status : OPEN

Page No. : 2

Post Date	Value Date	Details	Chq.No	Debit	Credit	Balance
		BROUGHT FORWARD :				730486.00Cr
18/08/23	18/08/23	DEP TFR 42030317409 OF ACRER AT 20549 IPICOL HOUS		298088.00		1028574.00Cr
19/08/23	19/08/23	DEP TFR 42030317409 OF ACRER AT 20549 IPICOL HOUS		70000.00		1098574.00Cr
25/08/23	25/08/23	DEP TFR 42030317409 OF ACRER AT 20549 IPICOL HOUS		140000.00		1238574.00Cr
26/08/23	26/08/23	DEP TFR 42030317409 OF ACRER AT 20549 IPICOL HOUS		70000.00		1308574.00Cr
11/09/23	11/09/23	DEP TFR 42030317409 OF ACRER AT 20549 IPICOL HOUS		70000.00		1378574.00Cr
22/09/23	22/09/23	DEP TFR 42030317409 OF ACRER AT 20549 IPICOL HOUS		244615.00		1623189.00Cr
24/09/23	24/09/23	DEP TFR 42030317409 OF ACRER AT 20549 IPICOL HOUS		35000.00		1658189.00Cr
		CLOSING BALANCE :				16,58,189.00Cr

Statement Summary

Dr. Count 0

Cr. Count 19

16,58,189.00

In Case Your Account Is Operated By A Letter Of Authority/Power Of Attorney Holder, Please Check The Transaction With Extra Care.

*** END OF STATEMENT ***

STATEMENT OF ACCOUNT

Name : ACRERISE REALTY LLP (AURA PH-II)

PLOT NO.A/295,GROUND FLOOR

SAHEED NAGAR

BHUBANESWAR

Khordha

Date : 25/09/2023

Time : 11:04:34

Cleared Balance : 2,95,015.00Cr

+MOD Bal : 0.00

Limit : 0.00

Drawing Power : 0.00

Int. Rate : 0.00 % p.a.

Account Open Date : 26/06/2023

Statement From : 01/06/2023 to 25/09/2023

STATE BANK OF INDIA

IPICOL HOUSE

IPICOL HOUSE GROUND FLOOR

JANPATH, BHUBANESHWAR DIST.KHURDHA,

ODISHA

751022

Branch Code :20549

Branch Phone :9937114426

IFSC : SBIN0020549

MICR : 751002099

Account No.:42030318210

Product : REALTORS CURRENT A/C THREE

Currency : INR

Branch E-mail : sbi.20549@sbi.co.in

Uncleared Amount : 0.00

Monthly Average Balance: 0

E-mail : mairaj@myspace.in

Nominee Name :

Account Status : OPEN

Page No. : 1

Post Date	Value Date	Details	Chq.No	Debit	Credit	Balance
		BROUGHT FORWARD :				0.00
24/07/23	24/07/23	DEP TFR 42030317409 OF ACRER AT 20549 IPICOL HOUS			15000.00	15000.00Cr
26/07/23	26/07/23	DEP TFR 42030317409 OF ACRER AT 20549 IPICOL HOUS			30000.00	45000.00Cr
26/07/23	26/07/23	DEP TFR 42030317409 OF ACRER AT 20549 IPICOL HOUS			15000.00	60000.00Cr
27/07/23	27/07/23	MCC ISSUE		177.00		59823.00Cr
28/07/23	28/07/23	DEP TFR 42030317409 OF ACRER AT 20549 IPICOL HOUS			28216.00	88039.00Cr
29/07/23	29/07/23	DEP TFR 42030317409 OF ACRER AT 20549 IPICOL HOUS			15000.00	103039.00Cr
02/08/23	02/08/23	DEP TFR 42030317409 OF ACRER AT 20549 IPICOL HOUS			30000.00	133039.00Cr
04/08/23	04/08/23	DEP TFR 42030317409 OF ACRER AT 20549 IPICOL HOUS			15000.00	148039.00Cr
08/08/23	08/08/23	REMT THRU CHQ NEFT UTR NO: SBIN123 220333822 HDFC0004724 HDFC BAN SAROJ KUMAR DAS	953031	144052.00		3987.00Cr
09/08/23	09/08/23	DEP TFR AT 20549 IPICOL HOUS			15000.00	18987.00Cr
09/08/23	09/08/23	DEP TFR AT 20549 IPICOL HOUS			15000.00	33987.00Cr
10/08/23	10/08/23	DEP TFR AT 20549 IPICOL HOUS			30000.00	63987.00Cr
10/08/23	10/08/23	DEP TFR AT 20549 IPICOL HOUS			44850.00	108837.00Cr
11/08/23	11/08/23	DEP TFR AT 20549 IPICOL HOUS			60000.00	168837.00Cr
		CARRIED FORWARD :				1,68,837.00Cr

Statement Summary

Dr. Count 2

Cr. Count 12

1,44,229.00

3,13,066.00

In Case Your Account Is Operated By A Letter Of Authority/Power Of Attorney Holder, Please Check The Transaction With Extra Care.

STATEMENT OF ACCOUNT

Name : ACRERISE REALTY LLP (AURA PH-II)

PLOT NO.A/295,GROUND FLOOR

SAHEED NAGAR

BHUBANESWAR

Khordha

Date : 25/09/2023

Time : 11:04:34

Cleared Balance : 2,95,015.00Cr

+MOD Bal : 0.00

Limit : 0.00

Drawing Power : 0.00

Int. Rate : 0.00 % p.a.

Account Open Date : 26/06/2023

Statement From : 01/06/2023 to 25/09/2023

STATE BANK OF INDIA

IPICOL HOUSE

IPICOL HOUSE GROUND FLOOR

JANPATH, BHUBANESHWAR DIST.KHURDHA,

ODISHA

751022

Branch Code :20549

Branch Phone :9937114426

IFSC : SBIN0020549

MICR : 751002099

Account No.:42030318210

Product : REALTORS CURRENT A/C THREE

Currency : INR

Branch E-mail : sbi.20549@sbi.co.in

Uncleared Amount : 0.00

Monthly Average Balance: 0

E-mail : mairaj@myspace.in

Nominee Name :

Account Status : OPEN

Page No. : 2

Post Date	Value Date	Details	Chq.No	Debit	Credit	Balance
		BROUGHT FORWARD :				168837.00Cr
18/08/23	18/08/23	AT 20549 IPICOL HOUS DEP TFR			127752.00	296589.00Cr
19/08/23	19/08/23	AT 20549 IPICOL HOUS DEP TFR			30000.00	326589.00Cr
25/08/23	25/08/23	AT 20549 IPICOL HOUS DEP TFR			60000.00	386589.00Cr
26/08/23	26/08/23	AT 20549 IPICOL HOUS DEP TFR			30000.00	416589.00Cr
11/09/23	11/09/23	AT 20549 IPICOL HOUS DEP TFR			30000.00	446589.00Cr
20/09/23	20/09/23	AT 20549 IPICOL HOUS WDL TFR		221666.00		224923.00Cr
		INB NEFT UTR NO: SBI N323263790504 UTIB0002502 AXIS BAN Enkai Engineering AT 99922 INTERNET BA				
20/09/23	20/09/23	WDL TFR INB NEFT UTR NO: SBI N323263790507 UTIB0003180 AXIS BAN Srushti Commercials AT 99922 INTERNET BA		49743.00		175180.00Cr
22/09/23	22/09/23	DEP TFR			104835.00	280015.00Cr
24/09/23	24/09/23	AT 20549 IPICOL HOUS DEP TFR			15000.00	295015.00Cr
		AT 20549 IPICOL HOUS				
		CLOSING BALANCE :				2,95,015.00Cr

Statement Summary

Dr. Count 4

Cr. Count 19

4,15,638.00

7,10,653.00

In Case Your Account Is Operated By A Letter Of Authority/Power Of Attorney Holder, Please Check The Transaction With Extra Care.

*** END OF STATEMENT ***

STATEMENT OF ACCOUNT

STATE BANK OF INDIA
 IPICOL HOUSE
 IPICOL HOUSE GROUND FLOOR
 JANPATH, BHUBANESHWAR DIST.KHURDHA,
 ODISHA
 751022
 Branch Code :20549
 Branch Phone :9937114426
 IFSC : SBIN0020549
 MICR : 751002099

Name : ACRERISE REALTY LLP (AURA PH-II)

PLOT NO.A/295,GROUND FLOOR

SAHEED NAGAR

BHUBANESWAR

Khordha

Date : 30/09/2023**Time :** 18:49:29**Branch E-mail :** sbi.20549@sbi.co.in**Cleared Balance :** 0.00**Uncleared Amount :** 0.00**+MOD Bal :** 0.00**Monthly Average Balance:** 0**Limit :** 0.00**Drawing Power :** 0.00**E-mail :** mairaj@myspace.in**Int. Rate :** 0.00 % p.a.**Nominee Name :****Account Open Date :** 26/06/2023**Account Status :** OPEN**Statement From :** 01/09/2023 to 30/09/2023**Page No. :** 1

Post Date	Value Date	Details	Chq.No	Debit	Credit	Balance
		BROUGHT FORWARD :				0.00
04/09/23	04/09/23	BY CLEARING	000133		100000.00	100000.00Cr
04/09/23	04/09/23	HDF 758240002-0001 OUT-CHQ RETURN	000133	100000.00		0.00
11/09/23	11/09/23	01Funds Insufficient BY CLEARING	107522		100000.00	100000.00Cr
11/09/23	11/09/23	PNB 751024063-1075				
11/09/23	11/09/23	WDL TFR		70000.00		30000.00Cr
11/09/23	11/09/23	42030317851 OF ACRER AT 20549 IPICOL HOUS				
11/09/23	11/09/23	WDL TFR		30000.00		0.00
11/09/23	11/09/23	42030318210 OF ACRER AT 20549 IPICOL HOUS				
22/09/23	22/09/23	CHQ TRFR FROM	725093		349450.00	349450.00Cr
22/09/23	22/09/23	30429690710 OF Mr. S AT 20549 IPICOL HOUS				
22/09/23	22/09/23	WDL TFR		244615.00		104835.00Cr
22/09/23	22/09/23	42030317851 OF ACRER AT 20549 IPICOL HOUS				
22/09/23	22/09/23	WDL TFR		104835.00		0.00
22/09/23	22/09/23	42030318210 OF ACRER AT 20549 IPICOL HOUS				
24/09/23	24/09/23	DEP TFR			50000.00	50000.00Cr
24/09/23	24/09/23	IMPS326721736789 MOB NO: 8904148240				
24/09/23	24/09/23	ACCT NO: XX6836 AT 99922 INTERNET BA				
24/09/23	24/09/23	eCHQ:MAD000381521147				
24/09/23	24/09/23	WDL TFR		35000.00		15000.00Cr
24/09/23	24/09/23	AT 20549 IPICOL HOUS				
24/09/23	24/09/23	WDL TFR		15000.00		0.00
24/09/23	24/09/23	AT 20549 IPICOL HOUS				
25/09/23	25/09/23	DEP TFR			25000.00	25000.00Cr
25/09/23	25/09/23	SBILT250920231201273 11309047937 OF Mrs.				
25/09/23	25/09/23	AT 00094 JAJPUR TOWN				
25/09/23	25/09/23	WDL TFR		17500.00		7500.00Cr
		CARRIED FORWARD :				7,500.00Cr

Statement Summary**Dr. Count 8****Cr. Count 5****6,16,950.00****6,24,450.00**

In Case Your Account Is Operated By A Letter Of Authority/Power Of Attorney Holder, Please Check The Transaction With Extra Care.

25/09/23	25/09/23	42030317851 OF ACRER AT 20549 IPICOL HOUS				
		WDL TFR		7500.00		0.00
		42030318210 OF ACRER AT 20549 IPICOL HOUS				
27/09/23	27/09/23	CHQ TRFR FROM	606196		567537.50	567537.50Cr
		10709120819 OF Mr. V AT 20549 IPICOL HOUS				
27/09/23	27/09/23	WDL TFR		397276.00		170261.50Cr
		42030317851 OF ACRER				

27/09/23	27/09/23	AT 20549 IPICOL HOUS WDL TFR		170261.50		0.00
28/09/23	28/09/23	42030318210 OF ACRRER AT 20549 IPICOL HOUS BY CLEARING	000002		399450.00	399450.00Cr
28/09/23	28/09/23	UCO 754028520-0000 WDL TFR		279615.00		119835.00Cr
28/09/23	28/09/23	42030317851 OF ACRRER AT 20549 IPICOL HOUS WDL TFR		119835.00		0.00
		42030318210 OF ACRRER AT 20549 IPICOL HOUS				
		CLOSING BALANCE :				0.00

Statement Summary

Dr. Count 13 **Cr. Count 7** **15,91,437.50** **15,91,437.50**

In Case Your Account Is Operated By A Letter Of Authority/Power Of Attorney Holder, Please Check The Transaction With Extra Care.

***** END OF STATEMENT *****

STATEMENT OF ACCOUNT

Name : ACRERISE REALTY LLP (AURA PH-II)

PLOT NO.A/295,GROUND FLOOR

SAHEED NAGAR

BHUBANESWAR

Khordha

Date : 30/09/2023

Time : 18:49:42

Cleared Balance : 23,52,580.00Cr

+MOD Bal : 0.00

Limit : 0.00

Drawing Power : 0.00

Int. Rate : 0.00 % p.a.

Account Open Date : 26/06/2023

Statement From : 01/09/2023 to 30/09/2023

STATE BANK OF INDIA

IPICOL HOUSE

IPICOL HOUSE GROUND FLOOR

JANPATH, BHUBANESHWAR DIST.KHURDHA,

ODISHA

751022

Branch Code :20549

Branch Phone :9937114426

IFSC : SBIN0020549

MICR : 751002099

Account No.:42030317851

Product : REALTORS CURRENT ACCOUNT TWO

Currency : INR

Branch E-mail : sbi.20549@sbi.co.in

Uncleared Amount : 0.00

Monthly Average Balance: 0

E-mail : mairaj@myspace.in

Nominee Name :

Account Status : OPEN

Page No. : 1

Post Date	Value Date	Details	Chq.No	Debit	Credit	Balance
		BROUGHT FORWARD :				1308574.00Cr
11/09/23	11/09/23	DEP TFR 42030317409 OF ACRER AT 20549 IPICOL HOUS			70000.00	1378574.00Cr
22/09/23	22/09/23	DEP TFR 42030317409 OF ACRER AT 20549 IPICOL HOUS			244615.00	1623189.00Cr
24/09/23	24/09/23	DEP TFR 42030317409 OF ACRER AT 20549 IPICOL HOUS			35000.00	1658189.00Cr
25/09/23	25/09/23	DEP TFR 42030317409 OF ACRER AT 20549 IPICOL HOUS			17500.00	1675689.00Cr
27/09/23	27/09/23	DEP TFR 42030317409 OF ACRER AT 20549 IPICOL HOUS			397276.00	2072965.00Cr
28/09/23	28/09/23	DEP TFR 42030317409 OF ACRER AT 20549 IPICOL HOUS			279615.00	2352580.00Cr
		CLOSING BALANCE :				23,52,580.00Cr

Statement Summary

Dr. Count 0

Cr. Count 6

10,44,006.00

In Case Your Account Is Operated By A Letter Of Authority/Power Of Attorney Holder, Please Check The Transaction With Extra Care.

*** END OF STATEMENT ***

STATEMENT OF ACCOUNT

STATE BANK OF INDIA
IPICOL HOUSE
IPICOL HOUSE GROUND FLOOR
JANPATH, BHUBANESHWAR DIST.KHURDHA,
ODISHA
751022

Name : ACRERISE REALTY LLP (AURA PH-II)
PLOT NO.A/295,GROUND FLOOR

SAHEED NAGAR
BHUBANESWAR

Khordha

Date : 30/09/2023

Time : 18:49:53

Cleared Balance : 5,23,493.50Cr

+MOD Bal : 0.00

Limit : 0.00

Drawing Power : 0.00

Int. Rate : 0.00 % p.a.

Account Open Date : 26/06/2023

Statement From : 01/09/2023 to 30/09/2023

Branch Code :20549
Branch Phone :9937114426
IFSC : SBIN0020549
MICR : 751002099

Account No.:42030318210

Product : REALTORS CURRENT A/C THREE

Currency : INR

Branch E-mail : sbi.20549@sbi.co.in

Uncleared Amount : 0.00

Monthly Average Balance: 0

E-mail : mairaj@myspace.in

Nominee Name :

Account Status : OPEN

Page No. : 1

Post Date	Value Date	Details	Chq.No	Debit	Credit	Balance
		BROUGHT FORWARD :				416589.00Cr
11/09/23	11/09/23	DEP TFR 42030317409 OF ACRER AT 20549 IPICOL HOUS			30000.00	446589.00Cr
20/09/23	20/09/23	WDL TFR INB NEFT UTR NO: SBI N323263790504		221666.00		224923.00Cr
20/09/23	20/09/23	UTIB0002502 AXIS BAN Enkai Engineering AT 99922 INTERNET BA WDL TFR INB NEFT UTR NO: SBI N323263790507		49743.00		175180.00Cr
22/09/23	22/09/23	UTIB0003180 AXIS BAN Srushti Commercials AT 99922 INTERNET BA DEP TFR			104835.00	280015.00Cr
24/09/23	24/09/23	AT 20549 IPICOL HOUS DEP TFR			15000.00	295015.00Cr
25/09/23	25/09/23	AT 20549 IPICOL HOUS DEP TFR			7500.00	302515.00Cr
27/09/23	27/09/23	AT 20549 IPICOL HOUS DEP TFR			170261.50	472776.50Cr
28/09/23	28/09/23	AT 20549 IPICOL HOUS DEP TFR			119835.00	592611.50Cr
30/09/23	30/09/23	AT 20549 IPICOL HOUS WDL TFR INB NEFT UTR NO: SBI N223273118211		69118.00		523493.50Cr
		HDFC0001080 HDFC BAN ACRERISE REALTY LLP AT 99922 INTERNET BA				
		CLOSING BALANCE :				5,23,493.50Cr

Statement Summary

Dr. Count 3

Cr. Count 6

3,40,527.00

4,47,431.50

In Case Your Account Is Operated By A Letter Of Authority/Power Of Attorney Holder, Please Check The Transaction With Extra Care.

*** END OF STATEMENT ***

AGREEMENT FOR SALE

This Agreement for Sale (“Agreement”) executed on this _____ day of _____, _____

By and Between

M/s Acrerise Realty LLP (LLPIN no.AAZ-4759), a company incorporated under the provisions of the Limited Liability Partnership Act, 2008 having its registered office at Plot No. A/295, at PS/PO: Saheed Nagar, Bhubaneswar 751007 (PAN-**AABCC2628N**), represented by its designated partner, Sheikh Mairajul Haque , S/o- Sheikh Amanul Haque, aged about 36 YEARS, Resident of - Reba Duplex, Reba Bagicha , Kafla, P.S. Lalbag, Dist Cuttack, Occupation – Business, AADHAAR 808278091636, PAN ACPPH2385E, hereinafter referred to as the **“PROMOTER”**(which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, executors, administrators and permitted assignees);

AND

Mr. _____, (Aadhar No. _____), (PAN No. _____) aged about: _____ years, Son of Mr. _____, by caste: _____, by profession: _____ resident at: _____ 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 assignees).

The Promoter and Allottee(s) shall hereinafter collectively be referred to as the “Parties” and individually as a “Party”.

WHEREAS:

- A. The Land owner of the Project land, Bijay Kumar Mishra is the lawful owner of the land - Khata No. 225/553 Plot No. 921/1327 and Khata No. 225/451 Plot No. 925, Mouza : Patapur, Trishulia, Cuttack, Odisha, Pin Code – 754005. The owner being desirous of developing the said land have entered into two joint development agreements with the Promoter for (i) Plot No. 921/1327, Regd. No. 10392107265 dated. 01.12.2021 and (ii) Plot No. 925, Regd. No. 10392107264, dated 01.12.2021 and have also executed two General Power of Attorney (GPA) for the said land under a registered GPA for (i) Plot No. 921/1327, Regd. No. 10392107266 dated 30.11.2021 and (ii) Plot No. 925, Regd. No. 10392107269 dated 30.11.2021, therefore on the total land admeasuring to 4114.73 sqm (said land/Project Land) the project is being constructed.
- B. The Said Land is earmarked for the purpose of development of 2 (Two) Block (S+5 Storey) residential Apartment project, comprising 101 units and the said project shall be known as “Acrerise Aura - PH II” (the “Project”)
- C. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the Said Land on which Project is to be constructed have been completed;
- D. The **Cuttack Development Authority** has granted the commencement certificate to develop the project vide approval bearing no. **7768/CDA** dated **23.06.2023**.
- E. The promoter has obtained the final layout plan approval for the project from **Cuttack Development Authority**. The promoter agrees and undertakes that it shall not make any changes to these layout plans except in strict compliance with Section 14 of the Act and other laws as applicable;
- F. The Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at Bhubaneswar, Odisha on Dt. **17.07.2023** under Registration No. **RP/07/2023/00965**
- G. The Allottee (s) had applied for an apartment in the Project vide application no. _____ dated _____ and has been allotted Apartment no. _____ having carpet area of _____

_____ **Square feet**, Type - _____ on _____ in the _____. (“Building”) along with the covered parking no. ad measuring _____ in the stilt floor as permissible under the applicable law and or undivided interest in the common areas (“**Common areas**”) as defined under clause (n) of section 2 of the Act (hereinafter referred to as the “**Apartment**” more particularly described in Schedule A and the floor plan of the apartment is annexed hereto and marked as **Schedule B**).

- H. The parties have gone through all the terms and conditions set out in this Agreement and understood the mutual; rights and obligations detailed herein;

ADDITIONAL DISCLOSURES:

I.1 DEFINITION:

- i. **Allottee:** As per Section 2(d) of The Real Estate (Regulation and Developments) Act 2016, in relation to a real estate project, means the person to whom a plot, apartment or building, as the case may be, has been allotted, sold (whether as freehold or leasehold) or otherwise transferred by the promoter, and includes the person who subsequently acquires the said allotment through sale, transfer or otherwise but does not include person to whom such plot, apartment or building, as the case may be, is given on rent;
- ii. **Promoter:** As per Section 2(zk) of The Real Estate (Regulation and Developments) Act 2016, person who constructs or causes to be constructed an independent building or a building consisting of apartments or converts an building or part thereof into apartments, for the purpose of selling all or some of the apartments to other persons and includes his assignees.
- iii. **Authority:** shall mean (i) any nation or government or any province, state or any other political subdivision thereof; (ii) any entity, authority or body exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government, including any governmental authority, agency, department, board, commission or instrumentality; or (iii) any court, tribunal or arbitrator.
- iv. **Approvals:** It shall mean and include all licenses, permits, approvals, sanctions, consents obtained/to be obtained from or granted / to be granted by the competent Authorities in connection with the Project and other future phases and/or the development thereof along with any/all variations/amendments/changes to be made by the promoter as per the applicable laws.
- v. **Carpet Area:** shall mean the net usable area of the Unit including the area covered by the internal partition walls of the Unit but shall exclude the area covered by external walls, areas under service shafts, exclusive balcony / verandah / open terrace area or any exclusive open terrace area.

- vi. **Total Consideration:** shall mean the amounts payable / agreed to be paid by the Allottee for purchase of Unit and will be the aggregate of the Consideration Value set out at Schedule D (Unit and Project Details), Reimbursements, the Maintenance Related Amounts and all Indirect Taxes thereto, as well as any changes in Consideration Value
- vii. **Direct Tax:** shall mean income tax, corporate tax, or similar tax or levy, wherever and whenever charged, levied or imposed together with any interest and penalties in relation thereto.
- viii. **Indirect Tax:** means goods and services tax, service tax, value added tax, sales tax, stamp duty, customs and import duties, levy, impost, octroi, and, or, duty of any nature whatsoever, whenever imposed and, or, levied, by any Authority, together with any interest and penalties in relation thereto, excluding any Direct Tax.
- ix. **FAR (Floor Area Ratio):** It means the Ratio between the area of a covered floor (built-up area) to the area of that plot on which the building stands.
- x. **CAM (Common Area Maintenance):** The contribution or Fee paid collectively by the owners of the individual units for the maintenance and upkeep of common area of the premises.
- xi. **CAM Commencement Date:** shall mean the day from which the Allottee will be required to pay CAM Charges (if applicable) from the due date mentioned in Offer of Possession regardless of whether the Allottee takes possession of the Unit.
- xii. **FMC (Facility Management Company):** A registered service provider company who is responsible for periodical services and all maintain services of the building / apartment and all its equipments & apparatus units installed inside the apartment for common use along with common area maintenance.
- xiii. **Cheque Bouncing Charges:** The charges payable by the allottee in the event of dis-honour of any payment instruments or any payment instructions by or on behalf of the Allottee(s) for any reason whatsoever.
- xiv. **“Limited Common Area”** means those common areas and facilities which are designated in writing by the promoter before the allotment, sale or other transfer of any apartment/flat as reserved for use of certain apartment/flat or apartments to the exclusion of the other apartments/flats. If any Covered Parking, Open Space Parking, Roof/Terrace, Storages or any other area or portion earmarked for a particular apartment(s) by the promoter then it shall form part of Limited Common Areas and Facilities for use and enjoyment of Allottee of that Apartment/flat to the exclusion of other allottees.
- xv. **Fitout Work:** Fitout is a term used to describe the process of making interior spaces suitable for occupation.

- xvi. **Reimbursements:** shall include all expenses directly or indirectly incurred by the Promoter in providing or procuring services / facilities other than the Unit including but not limited to LUC, electricity deposit reimbursement, administrative expenses, utility connections, piped gas connection and related expenses, legal expenses and all applicable Taxes thereon. An indicative list of Reimbursements is at Schedule D (Unit and Other Charges).
- xvii. **Amenities Development Charges** - Amenities Development charges are used for the development of facilities in and around housing projects. The facilities include the development of club house, landscaping, Green park and recreational facilities.
- xviii. **Project** - shall mean and include the multi-storied residential building having 2 (Two) Blocks (S+5 Storey) residential Apartment project, comprising 101 units, constructed over Project Land along with, parking spaces, Common Areas and Facilities, Limited Common Areas and Facilities, Open Spaces, etc. and all that is constructed/ to be constructed and there about lying upon the Project land and collectively named as ‘Acrerise Aura - PH II’.
- xix. **Approved Plans** - shall mean and include the layouts and plans duly approved and sanctioned by competent authority from time to time on the basis of which said project is to be developed along with any/all variations/amendments/changes to be made by the promoter as per the applicable laws and provisions of the Act and rules and regulations thereof;
- xx. **Project Land** – shall mean land admeasuring **4114.73 sqm** situated at Mouza- Patapur, Trishulia, Tehsil- Barang, whereon the project named “**Acrerise Aura - PH II**” is to be developed.
- xxi. **Association of Allottees (AOA)/Organization** shall mean and include the Maintenance Society/Resident Welfare Association (RWA)/Association or anybody, by whatever name called, of the allottees of the Project that may be formed as per the laws applicable.
- xxii. **Common Areas and Facilities** shall mean such common areas, facilities, equipment and spaces to be developed on the Project land or other future phases, meant for common use and enjoyment of all the occupants of the residential project to be developed on project land as specifically earmarked for the purpose and more particularly described in Schedule ___ attached hereto.
- xxiii. **Interest shall** mean the rate of Interest payable by the promoter to the allottee or by the allottee to the promoter, as the case may be, shall be the State Bank of India Highest

Marginal Cost Lending Rate plus two percent or such other rate as may be applicable from time to time as per the Act and Rules.

xxiv. **Legal Documentation and handling charges:** shall mean all costs, expenses borne by the Promoter for preparation, execution, and processing of Agreement for Sale and Conveyance Deed at the concerned authorities.

I.2 Though this agreement is a “concluded contract”, the payment of the consideration / cost of the apartment together with all applicable taxes, charges within the stipulated time is the essence of the contract. In that limited sense the obligation of the promoter is a quasi-obligation which is dependent on payment of the total consideration timely, by the allottee. The fulfilment of such condition brings a transformation of the potentiality into actuality. Conversely the failure to fulfill the condition namely non-payment / default in the payment of the consideration as fixed and settled in accordance with the payment schedule does not crystallize the offer to a “concluded contract”. It is explicitly agreed to by and between the parties to the contract that they shall perform their reciprocal promises and obligations made by the parties to the contract namely the promoter and the allottee. The parties are bound by the essential terms and conditions enjoined in the agreement and there is a privity of contract.

I.3 RULES FOR INTERPRETATION

- i. All references in this Agreement to statutory provisions shall be construed as meaning and including references to:
 - a. Any statutory modification, consolidation or re-enactment (whether before or after the date of this Agreement) for the time being in force;
 - b. All statutory instruments or orders made pursuant to a statutory provision; and
 - c. Any statutory provision of which these statutory provisions are a consolidation, re-enactment or modification.
- ii. Words denoting the singular shall include the plural and words denoting any gender shall include all genders.
- iii. References to recitals, clauses or schedules are, unless the context otherwise requires, are references to recitals, to clauses of or schedules to this Agreement.
- iv. Any reference to the words “hereof,” “herein”, “hereto” and “hereunder” and words of similar import when used in this Agreement shall refer to clauses or schedules of this Agreement as specified therein.
- v. Any reference to the masculine, the feminine and the neutral shall include each other.
- vi. In determination of any period of days for the occurrence of an event or the performance of any act or thing shall be deemed to be exclusive of the day on which the event happens

or the act or thing is done and if the last day of the period is not a working day, then the period shall include the next following working day.

- vii. The Allottee confirms and warrants that the Liquidated Damages is a genuine / pre-estimate of the loss or damage that is likely to be suffered by the Promoter on account of breach of the terms of this Agreement by the Allottee. The Liquidated Damages is also arrived at having regard to the cost of construction, the cost of funds raised by the Promoter, the ability or inability of the Promoter to resell the Unit, among others. The Allottee waives his right to raise any objection to the payment or determination of Liquidated Damages in the manner and under the circumstances set out herein.
- viii. All amounts stated herein are exclusive of Taxes, including but not limited to GST, stamp duty, and all such Taxes, as maybe applicable from time to time, shall be borne and paid by the Allottee separately, immediately upon the same being demanded by the Promoter as per Applicable Law.
- ix. The recitals above shall form part and parcel of this Agreement and shall be read in conjunction with this Agreement.

I.4 FINANCIAL OBLIGATIONS / LOANS AGAINST THE UNIT:

- i. The Parties agree that notwithstanding any loan or financial assistance availed or to be availed by the Allottee in connection with the payments to be made pursuant to this Agreement (Loan) and any mortgage created or to be created over the Unit in connection with such Loan (which requires the prior written consent of the Promoter), the Allottee shall remain solely and wholly responsible for the timely payment of the Total Consideration or the part thereof and / or any other amounts payable hereunder.
- ii. The Allottee(s) agrees, in the event he/she avails a housing loan from any financial institution for payment towards cost of the booked unit, the loan amount if any, sanctioned in favour of the Allottee(s), shall be paid by the bank/financial institution directly to the promoter and the payment should be made by the bank or financial institution shall be treated to be loan amount availed by the Allottee(s). The Allottee(s) further agrees that, in the events he/she avails loan from the bank/financial institution for paying the cost of the unit with the proportionate common area and facilities, it shall be the sole responsibility and obligation of the Allottee(s) to make all the repayments and the promoter shall have no nexus or liability in connection with the loan transaction.
- iii. The Parties further agree that the Promoter shall not in any way be liable or responsible for the repayment of the Loan taken by the Allottee. All costs in connection with the procurement of the Loan and creation of a mortgage over Unit and payment of charges to banks or financial institutions in this connection shall be solely and exclusively borne and incurred by the Allottee. Notwithstanding the provisions hereof, it is clarified that until all the amounts payable hereunder have not been paid, the Promoter shall have a lien on the

Unit to which the Allottee has no objection and hereby waives his right to raise any objection in that regard.

- iv. As a modality for obtaining finance, the Banks/Financial Institution may require the Promoter to give its no objection to enable a charge or mortgage of the said unit. The Promoter agrees that it shall give such no objection without prejudice to its rights and a confirmation being given by the Bank/Financial Institution that right of recovery of its dues is subservient to the Promoter's right for payment of consideration on sale of said Unit due from the Allottee(s) and that the Promoter shall be entitled to adopt all recourse available under this agreement and under law for recovery of the Promoter's dues. Further, if any bank / financial institution refuses/ makes delay in granting financial assistance and/or disbursement of loan on any ground(s), then Allottee(s) shall not make such refusal / delay an excuse for non-payment of any Instalments / dues to Promoter within stipulated time as per the payment plan. It is mutually agreed between the Promoter and the Allottee(s) that the Promoter shall not be liable for repayment of loan amount or any part thereof availed by the Allottee(s). All such costs associated with procurement of loan amount shall be borne by the Allottee(s) alone.
- v. Notwithstanding any arrangement between the Allottee(s) and Bank/Financial Institution, if any amount, including but not limited to cess, levies, fees, deposits, property taxes, GST, local-body tax, works contract tax etc., remains un-paid / outstanding at any stage then in that event the right of the Banks/Financial Institution shall remain subservient to the rights of the Promoter and the Promoter shall have the first charge on the said Unit and/or the Premises for the un-paid/outstanding amount including interest thereon.
- vi. The Allottee(s) is aware of the applicability of provisions of Tax Deduction at Source (TDS) with respect to the Unit. Further, the Allottee(s) is aware that the Allottee(s) has to deduct the applicable TDS at the time of making of actual payment to credit of such sum to the account of the Promoter, whichever is earlier as per Section 194-IA under the Income Tax Act, 1961. Further, the Allottee(s) shall submit the original TDS certificate within the prescribed timelines mentioned under the Income Tax Act, 1961.
- vii. The Allottee(s) shall indemnify and keep indemnified the Promoter, about its successors and assignees, against all claims, costs, charges, expenses, damages and losses which the Promoter and its successors and assignees may suffer or incurred by reason of any action that such Bank/Financial Institution may initiate on account of such loan or for the recovery of the loan amount or any part thereof or on account of any breach of contract by the Allottee(s) of the terms and conditions governing the said loan in respect of the said Unit.

I.5 CONSTRUCTION AND DEVELOPMENT

- i. The Promoter shall, subject to the terms hereof, construct the Building in accordance with the Approvals and or, plans and amendments thereto as approved by the relevant Authorities.
- ii. The Allottee is aware that while the Promoter has obtained some of the Approvals, certain other Approvals (or amendments to current Approvals) may be received from time to time. Having regard to the above position, the Allottee has entered into this Agreement without any objection or demur and agrees not to raise and waives his right to raise any objection, in that regard.
- iii. The Promoter has duly informed the Allottee(s) and the Allottee(s) has duly understood and accepts that the Promoter will develop another future phases on the land adjacent/surrounding/nearby to the project land and the common areas and facilities of all such other phases shall be available for utilization of common areas of the entire phase by allottees of all phases.
- iv. The allottee(s) agrees and accepts that the common area and facilities of the other phases will be developed along with the respective phases as per the sanctioned plans. Further the allottees of this project and other phase shall have the equivalent rights to use the Common Areas and Facilities.
- v. The allottee is aware of the fact that the promoter will develop other phases on the land adjacent/surrounding/nearby to the project land and he/she shall not create any obstruction/hindrance/disturbance and shall not interfere in construction and development activities of said future phase.
- vi. The Allottee(s) agrees and confirms that the Promoter may use the access road and other areas of the project to access the other phases during the construction of such other phases on the land adjacent/surrounding/nearby to the project land and the Allottee(s) shall not create any obstruction/hindrance/disturbance and shall not interfere in construction and development activities.
- vii. The Allottee is aware and agrees that the Promoter shall allow various balcony / verandah / open terraces (including the one located at the top of the Building) to be used, partly or wholly, by one (or more) unit Allottee(s) in the Building and such unit Allottee(s) shall have exclusive right to use the said areas as per the terms of the agreement between the Promoter and the said unit Allottee(s). The Allottee agrees not to raise any objection or make any claims in that regard and the claims in that regard shall be deemed to have been waived. In terms of the above, the Promoter shall be at absolute liberty to allot / assign the said right to such person/s in the manner as the Promoter may deem fit and proper.

I.6 SHOW UNIT / SAMPLE UNIT/ MOCK UP UNIT:

- i. The Allottee(s) agrees and understand that all the materials and fittings which are exhibited in the Show unit / Sample unit / Mock-up unit / Visual Graphics in Brochure / Video

presentation may vary as to its make, colour, shade, shape and appearance from the ones provided in the actual Unit (the said Unit) agreed to be constructed.

- ii. The Allottee(s) agrees and understands that the actual dimensions, area, interiors, furniture, kitchenette and fixtures in the Show unit / Sample unit/ Mock up unit / Visual Graphics in Brochure / Video presentation are provided only to give a vision of a furnished unit as per the advice of the interior designer. The layout of the Show unit / Sample unit / Mock-up/ Visual Graphics in Brochure / Video presentation may have been changed at some places as per the advice of the interior designer.

I.7 PROPERTY TAXES

- i. Property Tax, as determined from time to time, shall be borne and paid by the Allottee(s) on and from the CAM Commencement Date, separately from any of other consideration / levy / charge / CAM Charges, etc. The Promoter shall not be responsible for any penalty / delay / action on account of such Amount and the same shall entirely be to the account of the Allottee(s).
- ii. The Allottee(s) agrees and undertakes that the Promoter shall not be responsible in any manner whatsoever in case of any attachment or other proceedings that may be made or taken in respect of the Apartment / by the concerned authorities due to non-payment by the Allottee(s) or any other unit holder or owner of their respective proportion of the taxes/ outgoings payable to the concerned authorities on account of default in making such payments.

I.8 INFRASTRUCTURE DEVELOPMENT CHARGES:

- i. The Allottee(s) hereby agrees to submit all necessary documents and it's related cost within 15 days of intimation by Promoter to get and obtain separate electric meter or electricity connection in or upon the said unit after the Conveyance deed is executed in his favour. Failing to provide necessary documents or cost within given time by Promoter, then the Allottee shall be liable to get and obtain separate electric meter or electricity connection in or upon the said unit at his own costs and responsibility.
- ii. The allottee agrees to pay the Infrastructure Development charges. An advance of Rs 1,00,000/ (one lakh only) is included in the Total price of the apartment for the same. Infrastructure Development charges includes the below
 - a) Electricity deposits and proportionate charges for installation of sub-station and transformer, 11/33 KVA line to be drawn up to the complex, meters panel boards, cabling and wiring, cost of service connection and space allotted for installation of sub-station to be installed either by the Electricity Dept. or by the Promoter himself

- b) Individual electricity connection/ meter charges, water / storm water connection charges, sewerage connection charges, charges including its infrastructure charges, deposits to the concerned authorities, on account of additional fire safety measures undertaken, , increases in deposit of security amounts of water, electricity etc., any new infrastructure charges and increase thereof for bulk supply of electrical energy and all / any other
 - c) If the infrastructure development charges increases at the time of execution of the same, The actual/ proportionate amount shall be additionally payable by the Allottee(s) on or before the offer of possession of the said Unit.
- iii. Also the Allottee(s) hereby agrees to pay the Promoter/Society, the monthly electricity rent against the bill raised by the Promoter/Society of the total building/units connected with a single S.T. power line from Electricity Dept./ Electricity Distribution Company. In the event of failure to pay the electricity rent by the Allottee(s), the Promoter/Society shall have power to disconnect the power supply to the said unit.
 - iv. It is understood and agreed by the Allottee(s) that, any delay in obtaining electrical connection to the complex or to the common areas or to the common facilities, shall not be deemed to imply that handing over possession of the flat is delayed beyond the period agreed to by the promoter as it is beyond the scope of the promoter to compel the Electricity Dept./ Electricity Distribution Company to provide such connection, as this is beyond the control of the Promoter.

I.9 RIGHTS AND OBLIGATIONS OF ALLOTTEES:

- i. The Allottee(s) is aware that the Promoter may, either by itself and/or its nominees/associates/affiliates also retain some portion or units in the Phase(s) of Project, which may be subject to different terms of use, including as a guest house or an unit or corporate use, as may be under the applicable laws and the Allottee(s) gives his unequivocal consent for the aforesaid.
- ii. The Allottee(s) shall be entitled to enjoy the common areas and facilities and he/she shall in co-operation with the other Allottee(s) / tenants who shall take effectual steps for a healthy & safe society and good maintenance of the common areas and facilities viz. sewerage system, water supply, entrance/exit to the project, electrical transformer, common access, internal/external project roads, boundary wall, common passage, park and garden, open space, compound walls and outside walls, as well as the other common facilities/areas (as per applicability). It is expressly stated that the common areas includes any facilities that shall be used by the other Allottee(s)/occupants/Lessors without any hindrance from the Allottee(s) and shall not be encroached/restricted upon such right of the other Allottee(s).

- iii. The Allottee(s)/Association of Allottees, as the case may be, shall pay all charges and expenses with respect to formation and conveyance to the Organization/Society, registration of Sale deed of the common area in favour of Association of Allottees including, but not limited to professional costs of the Attorney-at-Law/Advocates of the Promoter, Legal Charges, Society formation and consultancy retainer fees etc. including, for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance or assignment of lease, as the case may be, at any time on or before the execution and registration of the "Sale deed".
- iv. The amounts mentioned as Additional Outgoings as mentioned in Schedule D herein are provisional and based on estimates. If there are any additional charges and/ or increase in the existing charges due to actual cost incurred or demand by statutory authority and/ or otherwise, any shortfall shall be paid by the Allottee(s). The Allottee(s) shall separately pay the common area maintenance charges ("CAM Charges") as per the terms of this Agreement. The Allottee(s) shall be liable to pay IFMS along with the monthly expenses towards CAM charges in accordance with this Agreement, time being of the essence.
- v. At any time after allotment of the Unit, administrative fees of Rs. 25,000/- (Rupees Twenty Five Thousand only) plus GST as applicable, shall be payable if the allottee(s) proposes to add/delete the name of the spouse or child, parents or brother or sister of the either Allottee(s) and the Allottee(s) shall be solely responsible at their cost, for execution/ registration of such documents to effect such name addition/deletion post approval of the Promoter. However, the permission from both the Joint Allottee/s is mandatory, if any.

Assignment-

- a. In case, the Allottee wishes to assign the booking/allotment in favour of another person, the transfer will be allowed only after payment of three percent (3%) plus GST as applicable, of the total sale price as prevailing at the time of desired transfer and consented by the Promoter and subject to Applicable Laws and notifications /directions of any Authority along with applicable taxes, as transfer fee. Valid documents in respect of transfer as per the Promoter on case to case basis and it shall be the sole discretion of Promoter to allow transfer as may be required. In case of such transfer, the Allottee(s) shall be solely responsible for all the cost and expenses, including income tax, stamp duty and registration charges etc. in respect of such transfer. In the event of refusal or denial by the Promoter for giving permission to the Allottee for assignment, transfer, conveyance or nomination of the Said Unit, the Allottee has assured the Promoter and has undertaken not to raise any dispute or claim in any manner at any time.
- b. That after the said transfer/assignment, the nominee(s)/assignee(s)/transferee(s) shall be bound by the terms and conditions of this Agreement. The Allottee assures that the Promoter shall not be liable on any account, whatsoever, in respect of any transaction between the allottee and his / her nominee(s). It is distinctly understood

by the Allottee that upon such transfer, the Allottee shall no more be entitled to any privileges and facilities, if any, available in the said unit arising from the allotment of the said unit. The terms and conditions of this Agreement, shall be binding upon the nominee with full force and effect and he shall be liable to make all payments, as specified in the Agreement.

- vi. Each Allottee(s) / owner shall strictly comply with the by-laws framed by the association/society and shall observe the covenants conditions and restrictions set forth in such bylaws and or any other declaration. The failure to comply with such provisions may be a ground for the association of the owners to initiate appropriate proceeding against the earring member.

- vii. The allottee understands and agrees that any payment would be valid only after realization of the cheque / bank draft and effect of credit in the account of the Promoter. In case cheque is dishonored for any reason whatsoever, the Promoter may demand cheque bouncing charges as defined herein above.

- viii. The allottee agrees and accepts that on all amounts received, the Promoter shall be entitled to first adjust/ appropriate any amounts paid towards the taxes, charges, levies etc. due and payable on previous instalments. Thereafter, towards the interest levied on the previous pending instalments (if any) and, thereafter the pending instalment the balance amounts shall be adjusted towards the taxes, charges, levies etc. due and payable on the instalment due and then on the amount of current instalment amount.

- ix. The allottee agrees and accepts that the promoter may request for an extension of the Registration/duration of completion of the project to the Authority, Allottee gives his irrevocable consent for application of such extension to be filed by the promoter in this respect and in that case schedule date for the completion of the project shall be considered the date as extended by the Authority.

- x. In case of Cheque Bounce, the Promoter shall intimate the Allottee(s) of the dishonour of the cheque and the Allottee(s) would be required to promptly tender a Demand Draft of the outstanding amounts including interest from the due date till the date of receipt by the Promoter of all the amounts including the dishonour Charges of Rs. 5000/- (Rupees Five Thousand only) (for each dishonour) (plus GST as applicable). In the event the said Demand Draft is not tendered within 7 (seven) days then the Promoter shall be entitled to cancel the allotment, subject to provisions hereunder. In the event the Allottee(s) comes forward to pay the entire outstanding amounts, interest thereof, the Promoter may consider the same at its sole discretion. In the event of dishonour of any payment cheque, the Promoter has no obligation to return the original dishonoured cheque.

- xi. That Stamp duty, Registration fees, Society registration charges and allied charges, as applicable, at the time of registering the legal documents, shall be additionally paid by the allottee only as and when demanded by the Promoter.
- xii. The allottee has to physically come to the office of the sub-registrar to execute the documents for cancellation of allotment/agreement if the allottee proposes to cancel/withdraw from the project without any fault of the promoter. The promoter herein shall be entitled to forfeit the booking amount paid for the allotment, along with the interest accrued on delayed instalment, if any. The balance amount of money paid by the allottee shall be returned by the promoter to the allottee within 45 days from the date of cancellation.
- xiii. The Allottee has the right to visit the Project site to assess the extent of development of the said Project and his Unit as per the site visit policy. The Promoter requires utmost care during such kind of visit by the Allottee and his/her family members due to the risks involved at construction site. If at all the Allottee decides to visit the site, he/she shall only do so after intimating the Promoter and after taking due care and proper safety measures at his own responsibility. The Promoter shall in no way, be held responsible for any accident/mishap involving the Allottee and his accompanying persons while visiting the site. Further, the Promoter strictly prohibits the visit of children at the Project during construction site.
- xiv. The Allottee shall comply with and carryout or pay support association in carrying out or paying all required requisitions, demands and repairs which are required by any Development Authority / Municipal Authority / Government or any other Competent Authority including Maintenance Agency in respect of the said Apartment, at his own cost and keep the Promoter indemnified, secured and harmless against all costs, consequences and all damages, arising on account of non- compliance with the said requisitions, demands and repairs.

I.10 REFUND POLICY:

- i. If the promoter is liable to refund any amount to the allottee(s), he shall not be liable to refund taxes, cesses or duties which are collected from allottee(s) and deposited with concerned department and the allottees shall be free to file necessary application before the concerned department for refund of such taxes. The Allottee(s) further agrees that the Promoter shall refund the balance amounts either by way of (a) personal hand delivery of cheque(s) to the Allottee(s) or (b) courier of cheque(s) to the Allottee(s) at the aforementioned address mentioned in this Application Form or in the Agreement for Sale, signed by the allottees or (c) through any other means as the Promoter may deem fit. The Promoter may at its discretion also make refund through RTGS to the Allottee(s) as per account details for refund as mentioned in the Application form or Agreement signed by

the Allottee(s). In case of Allottee(s) who have availed home loan and mortgaged the said Unit to any Bank/ Financial Institution, such refund to Allottee(s) shall be processed post intimation to any Bank/ Financial Institution and release of amounts to such Bank/ Financial Institution as per agreements, documents, papers etc. signed between the Allottee(s) and such Bank/ Financial Institution and the Allottee(s). Such refund shall be in the name of the first applicant (as per the Application Form)/ lender (in case the Allottee(s) has procured a loan from a bank/ financial institution), as the case may be. This shall be full and final discharge of all obligations on the part of the Promoter or its employees and the Allottee(s) will not raise any objection or claim on the Promoter in this regard.

I.11 LIABILITY FOR HANDOVER

- i. In the event the Allottee(s) fails to take possession of the Unit within such dates as mentioned in the Offer of Possession letter, then the Unit shall lie at the risk and cost of the Allottee(s). The maintenance charges and the defect liability period shall commence from the CAM Commencement Date. In addition to payment of interest for delayed payments, the Allottee(s) shall be liable to pay Holding Charges at the rate of Rs 10 per sq. ft. plus GST as applicable, per month to be calculated on carpet area from CAM Commencement Date till the Allottee(s) takes actual possession of the Unit. The Allottee(s) agrees and acknowledges that the Promoter's obligation of delivering possession of the Unit shall come to an end and the Promoter shall not be responsible and/or liable for any obligation towards the Allottee(s) for the possession of the said Unit. Under such circumstances it shall be deemed that the Allottee(s) has taken possession of the said Unit. During the period of the said delay by the Allottee(s), the Unit shall remain locked and shall continue to be in possession of the Promoter but at the sole risk, responsibility and cost of the Allottee(s) in relation to its deterioration in physical condition.
- ii. Additionally, the Promoter shall not be liable in case of the following:
 - a. Structural defects caused or attributable to the Allottee(s) by carrying out structural or architectural changes from the original design attributes, demolition, dismantling, making openings, removing or re-sizing the original structural framework, putting excess or heavy loads or using the premises other than for its intended purpose;
 - b. Structural defects induced by Force Majeure situations.
 - c. Structural defects occurring in the Unit or unit that has undergone civil renovations, deviating from the original layout has been carried out by Allottee without any intimation and grant of permit by Promoter or Association of Allottee as applicable.
 - d. In the event of any damage due to wear and tear of whatsoever nature is caused to thereto (save and except the defects as mentioned hereinabove) after the CAM

Commencement Date, the Promoter shall not be responsible for the cost of re-instating and/or repairing such damage caused by the Allottee(s) and the Allottee(s) alone shall be liable to rectify and reinstate the same at its own costs and expenses.

In addition to the above clauses the following exclusions are made hereafter :- The welfare association /society shall take annual maintenance contract with the suppliers. The Promoter shall transfer manufacturer's guarantees/warrantees to the allottee or association of allottees as the case may be.

- e. Equipment (lifts, generator, motors, STP, transformers, gym equipment etc) which carry manufacturer's guarantees for a limited period.
 - f. Fittings related to plumbing, sanitary, electrical, hardware, etc. damaged by Allottee.
 - g. Allowable structural and other deformations including expansion quotient.
 - h. The terms of work like painting etc. which are subject to wear and tear
- iii. The allottees shall maintain the apartments in good tenantable conditions and carry out the internal repairs for the upkeep of the apartments. The association of the allottees or its assignees shall maintain the services and amenities in good condition and covered with proper AMC and insurance. The obligation of the developers shall be subject to proper maintenance and upkeep of the apartments/services and amenities by the allottee or the association of the allottees as the case may be during the maintenance period.

I.12 ATTEMPT TO DEFAME: The Allottee(s) agrees not to do or omit to do or cause to be done by any party known to him by any act, deed or thing or behave inappropriately or correspond or communicate in a manner that would in any manner affect or prejudice or defame the Building / Project / Larger Property or the Promoter or its representatives. In the event the Allottee(s) does or omits to do any such act, deed or thing then the Promoter shall, without prejudice to any other rights or remedies available in law and also will have the option to terminate this Agreement by sending the Allottee a Notice of Termination.

I.13 FIT OUT WORK

- i. The Allottee(s) agrees and undertakes that on receipt of possession for fit out, if the Allottee(s) is desirous to carry out any interior fit-out work, they can strictly conduct the same in accordance, in observance of all the rules, regulations and bye-laws framed by the Promoter or Organization ("Fit-Out Manual") applicable for commencement of interior fit out work in the said Unit. The Allottee(s) further agrees that the same shall be used only as per the regulations and designs concerning to the said Building as approved by the said competent authorities, and without causing any disturbance, to the other allottee(s)/ owners of units in the said Building. The Allottee(s) shall be solely responsible to obtain any requisite permission, if any, from competent authorities for the interior work in the said

Unit and the Promoter shall not be responsible for the same. The Allottee(s) shall keep the Promoter informed about the status of the requisite permissions.

- ii. The Allottee(s) shall execute such necessary documents and pay such security deposit as may be informed by the Promoter and/ or Organization, from time to time.
- iii. The Fit-Out Manual will be shared at the time of handing over possession of the Unit. Without prejudice to the aforesaid, if the Allottee(s) makes any unauthorized change or alteration or causes any unauthorized repairs in or to the Unit and/or the Building, the Promoter shall be entitled to call upon the Allottee(s) to rectify the same and to restore the Unit and/or Building to its original condition within 30 (thirty) days from the date of intimation by the Promoter in that behalf. If the Allottee(s) does not rectify the breach within the such period of 30 (thirty) days, the Promoter may carry out necessary rectification and restoration to the Unit or the Building (on behalf of the Allottee(s)) and all such costs and charges and expenses incurred by the Promoter shall be reimbursed by the Allottee(s). If the Allottee(s) fail(s) to reimburse to the Promoter any such costs and charges and expenses within 7 (seven) days of demand by the Promoter, the same would be deemed to be a charge on the Unit. The Allottee(s) hereby indemnifies and agrees to always keep saved, harmless and indemnified, the Promoter (i) from and against all actions, proceedings, claims, demands, costs, charges and expenses whatsoever, which may be made against the Promoter or which the Promoter may suffer or incur as a result of any unauthorized change or alteration in or causing any unauthorized repairs in or to the Unit or the Building(s) and (ii) for all costs and expenses incurred by the Promoter for instituting any legal proceedings for recovery of such costs and charges and expenses incurred by it for rectification and restoration to the Unit, or the Building/s.
- iv. After the possession, the Allottee(s) shall permit and shall deemed to have granted a license to the Promoter and its surveyors and agents with or without workmen and others, including the Maintenance Agency at all reasonable times to enter into and upon the said Unit or any part thereof to view and examine the state and conditions thereof and to make good all defects, decays and repairs in this behalf and also for repairing of any part of the Building. This shall be also for the purpose of repairing, maintaining, rebuilding, cleaning, structural strengthening, lighting and keeping in order all services, drains, pipes, cables, water courses, gutters, wires, parts, structures of other convenience and also for the purpose of laying, maintaining, repairing and restoring drainage and water pipes and electric wires and cables and for similar purposes. In case the Allottee(s) has/have failed to effect repairs despite dispatch of notice of one week contemplated above and Promoter is constrained to effect repairs at its cost, in that event such cost shall be recovered from the Allottee(s). However, in case of exigency situations like fire, short circuits, leakages on the floor above or below etc. the Allottee(s) authorize/s the Promoter and / or Maintenance Agency to break open the doors/windows of the said Unit and enter into the said Unit to prevent any

further damage to the other flats. In such a case, the Promoter and / or Maintenance Agency shall not be liable for any theft or loss or inconvenience caused to the Allottee(s) on account of entry to the Unit as aforesaid.

- v. The Allottee(s) undertakes that he will not alter / demolish/ destroy or cause to demolish/ destroy any structure of the said Unit or any addition(s) or alteration(s) of any nature in the same or in any part thereof. The Allottee(s) shall not harm or cause to harm any damage to the peripheral walls, front, side and rear elevations of the said Unit in any form. The Allottee(s) shall also not to change the colour scheme of the outer walls and painting of exterior side of the door and windows and shall also not carry out any change in the exterior elevation and design and shall not erect any fencing/ hedging/grills without the prior permission of the Promoter. The Allottee(s) shall not partly / fully remove any walls of the said Unit including load bearing walls/ structure of the same, which shall remain common between the Allottee(s) and the owners of adjacent premises.

I.14 CONVEYANCE:

- i. It is clarified that the land in the Project (underlying the common area for the use of the owners, users, occupants etc. of the Property) and any other area allocated as “common area” in the Property, in the approved plans would be conveyed to the Association of Allottees/Competent Authority (as the case may be) as the Promoter may deem fit and proper. The Allottee(s) hereby agrees and confirms that until the conveyance of the said Land as aforesaid to the Association of Allottees/Competent Authority and common areas to Association of Allottees/Competent Authority (as the case may be), the Allottee(s) shall continue to pay all the CAM Charges and all outgoings as imposed by the competent authorities and / or concerned local authorities and proportionate charges to the Promoter, as may be demanded, from time to time.
- ii. The Allottee(s) shall pay all costs, charges and expenses with respect to formation of association, as and when required. The allottee shall also pay in proportion, all costs and expenses such as stamp duty, registration charges, legal expenses, professional costs etc., related to conveyance/transfer of the common areas and facilities to the association.
- iii. That Allottee(s) shall comply with all the legal requirements as required for the purchase of immovable property, viz the said Unit as and when applicable. The Allottee(s) has specifically agreed with the Promoter that the allotment of the said Unit shall be subject to strict compliance of code of conduct and rules that may be determined by the Promoter for occupation and use of the said Unit and such other conditions as per the applicable laws and further the Allottee(s) do hereby confirm and agree to abide by all the rules and regulations of the Maintenance Agency as would be formed later on amongst all allottee(s). The Allottee(s) shall abide by all the laws of the land, local laws, rules, notifications etc., at all times, as may be applicable on the said Unit and shall be solely responsible for the

consequences of non-compliance of the rules and laws of the land, penalty imposed in case of the breach of the same, shall be borne by the Allottee(s) alone.

- iv. The Allottee(s) declares and confirms that the monies paid/payable by the Allottee(s) under this Agreement towards the said Unit is not involved directly or indirectly to any proceeds of the scheduled offence and is/are not designed for the purpose of any contravention or evasion of the provisions of the Prevention of Money Laundering Act, 2002 and rules/directions/ orders enacted pursuant to the same, from time to time (collectively “Anti - Money Laundering Regulations”). The Allottee(s) authorizes the Promoter to give his/ their personal information to any statutory authority as may be required from time to time. The Allottee(s) further affirms that the information/ details provided herein is/are true and correct in all respect and nothing has been withheld including any material facts within his/her/their/its knowledge. The Allottee(s) further un-equivocally agrees and confirms that in case the Promoter becomes aware and/or in case the Promoter is notified by the statutory authorities of any instance of violation of Anti- Money Laundering Regulations, then the Promoter shall at its sole discretion be entitled to cancel/terminate this Agreement for Sale. Upon such termination the Allottee(s) shall not have any right, title or interest in the said Unit neither have any claim/demand against the Promoter. In the event of such cancellation/termination, the monies paid by the Allottee(s) shall be refunded by the Promoter to the Allottee(s) subject to the forfeiture clause and in accordance with the terms of the Application Form and Agreement only after the Allottee(s) furnishing to the Promoter a no-objection / consent letter from the statutory authorities permitting such refund of the amounts to the Allottee(s).
- v. The Allottee(s) shall observe all the rules, regulations and bye-laws applicable to the allotment of the said Unit and agree/s that it will be used only as per the regulations and designs concerning to the said Building as approved by the said statutory authorities.
- vi. The Allottee(s) agrees and confirms that their right, title, interest in the said Unit shall be limited to and governed by what is specified by the Promoter.

I.15 MAINTENANCE AND ASSOCIATION OF ALLOTTEES

- i. The Allottee(s) along with other allottee(s) in the Project shall join to form and register an association of allottees or society or association or condominium or a limited company as determined by the Promoter (hereinafter referred to as the said “association of allottees”) to be known by such name as the Promoter may decide as per the applicable laws. For the said purpose, the Allottee(s) shall sign and execute the application for registration and/or membership and other papers and documents necessary for the formation and registration of such association of allottees and for becoming a member, including the bye-laws of the proposed association of allottees. The Allottee(s) shall duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Allottee(s),

so as to enable the Promoter to register the association of allottees. No objection shall be taken by the Allottee(s) with respect to the same. Changes or modifications, if any, are to be made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies as the case may be, or any other Competent Authority. The Promoter shall not be liable for any claims or penalties for delay in forming the association of allottees, on account of any delay of the unit owners in complying with the above.

- ii. The Promoter may become a member of the Association of allottees to the extent of all unsold and/or un-allotted units, areas and spaces in the said Building and said Land.
- iii. The Promoter proposes to maintain the Amenities and upkeep the said Property, even after completion of the project, as per the terms of this Agreement. With this view in mind, the Promoter shall appoint a Maintenance Agency (without any reference to the Allottee(s) and other owners, users, occupants etc. of the Property) for the maintenance and up-keep of the same. Even after formation of the Association of Allottees such Maintenance Agency can continue to be appointed for maintenance and up-keep for a period of 5 years from the CAM Commencement Date on such terms and conditions as the Promoter may propose and the Allottee(s) hereby gives their unequivocal consent for the same. For this purpose, the Promoter shall provide suitable provisions in the documents and deeds executed for the purpose of formation of the. For the services rendered by such Maintenance Agency for the said Project, the Maintenance Agency shall charge 10% of the billed amounts to all residents of the said Project, which the Allottee(s) undertake/s to pay at all times.
- iv. The Promoter and/ or the Maintenance Agency shall make provisions for payment of CAM Charges as outgoings to the association of allottees for the purposes of maintenance of the Common areas and Amenities of the Project. And such charges shall be paid by the Allottees/Association of Allottees as and when demanded by the Promoter /Maintenance Agency from time to time.
- v. The Allottee(s) hereby agrees and confirms that from the CAM Commencement Date, the Allottee(s) shall be liable to bear and pay the proportionate share towards the outgoings in respect of the said Building in which the said Unit is located (namely local taxes, betterment charges or such other levies by the concerned local authority and/or government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance until the conveyance of the said Building to the association of allottees. The Allottee(s) further agrees that till the Allottee's share is so determined, the Allottee(s) shall pay to the Promoter provisional monthly contribution of CAM Charges and lump sum CAM Deposit towards the outgoings as mentioned in Schedule D for such expenses. The amounts so paid by the Allottee(s) to the Promoter shall not carry any interest and remain with the Promoter until the handover of administration and accounts by the Promoter in

favour of the association of allottees (once formed). The Allottee(s) shall continue to pay all such outgoings as imposed by the competent authorities and / or concerned local authorities and proportionate charges to the Promoter, as may be demanded, from time to time.

- vi. In case of failure of the Allottee(s) to pay the CAM Charges or other charges on or before the due date, the Allottee(s) in addition to permitting the Promoter and/or Maintenance Agency to deny him the maintenance services, facilities, amenities etc. also authorizes the Promoter and/or Maintenance Agency to adjust in the first instance, the interest accrued on the deposit of maintenance charges against such defaults in the payments of CAM Charges and in case such accrued interest falls short of the amount of the default, the Allottee(s) further authorize/s the Promoter and/or Maintenance Agency to adjust the principal amount of the CAM Charges against such defaults. If due to such adjustments in the principal amount, the CAM Charges falls below a certain amount, as informed by the Promoter and/or Maintenance Agency, then the Allottee(s) hereby undertake/s to make good the resultant shortfall within fifteen (15) days of demand by the Promoter and/or Maintenance Agency. Further, the Promoter and/or Maintenance Agency reserves the right to increase CAM Charges and/or deposits pursuant to the same, from time to time in keeping with the increase in the cost of maintenance services and the Allottee(s) agrees to pay such increases within fifteen (15) days of demand by the Promoter and/or Maintenance Agency.
- vii. The Allottee(s) agrees and confirms that a single association of allottees shall be formed and multiple association of allottees shall not be formed even if the project is being constructed in phase wise manner. Upon the said Association of Allottees being formed and registered, the rights, benefits and interests of the Allottee(s) shall be governed and regulated by the bye-laws, rules and regulations thereof, but expressly subject to the terms, conditions, convents, stipulations and provisions of this Agreement.
- viii. It is in the interest of Allottee(s) to help the Maintenance Agency in effectively keeping the said Flat, and Project/Complex secured in all ways. Allottee(s) hereby agree/s that for the purpose of security, the Maintenance Agency shall be free to restrict the entry of visitors, which the security appointed by the Maintenance Agency, feel suspicious. The Allottee(s) hereby agrees to abide by all the rules and regulations framed by the Maintenance Agency as may be framed by the Maintenance Agency from time to time for the upkeep and maintenance of the Project and the Building.
- ix. Each Allottee(s) / owner shall strictly comply with the by-laws framed by the association/society and shall observe the covenants conditions and restrictions set forth in such bylaws and or any other declaration. The failure to comply with such provisions may be a ground for the association of the owners to initiate appropriate proceeding against the earring member.

I.16 COVENANTS:

- i. The Allottee(s) agrees that the Apartment / Plot shall not be used for any purpose other than the specific purpose for which the same is required to be sold. It is further expressly agreed that under no circumstances the Allottee(s) shall utilize the Apartment / Plot for any other purpose otherwise for which it was sold. It is further expressly agreed that under no circumstances the Allottee(s) shall utilise the Apartment / Plot for any other purpose otherwise for it was sold. The Promoter shall be entitled to enter into separate and specific agreement with the Allottee(s) of different units in the Building of the Project based on terms and conditions decided between them and the Allottee(s) shall have no objection in this regard.
- ii. The Promoter shall not be liable to bear or pay any contributions, deposits, expenses, transfer fees, non-occupancy charges, donations, premiums or any other amounts, charges or liabilities whatsoever to the Association of Apartment Owners to be formed in respect of the Project, as the case may be in
- iii. The Promoter and/or its affiliates shall in its discretion, control the placement, installation and provision of any types of temporary and permanent signage and hoardings (including neon, backlit and illuminated signage and hoardings) of whatsoever nature upon and in the Project and/or any part thereof. Further, the Promoter and/or its affiliates shall always have full complete and unrestricted access to such hoardings, and signage. Without prejudice to the generality of the foregoing provisions the Promoter and/or its affiliates shall have full rights, in its/their discretion, to install its/their name/s and any other intellectual property of the Promoter at one or more places or in or upon the Said Land and/or upon the Project and/or any Common Areas and/or any Limited Common Areas & Amenities, and/or at the entrances and exits thereof. The Promoter and its affiliates have, shall always have and reserve/s, to themselves full and free right of way and means and access to such place or places for the purpose of installing, maintaining and replacing such hoardings and signage.
- iv. The Promoter hereby agrees to allot to the Allottee(s), car park at such location as mentioned in Schedule A for his own use and not otherwise. Earmarking of the parking number will be done at the time of handing over the possession of the Unit. Each allotted car parking space will entitle the Allottee(s) the right to park only one vehicle. In case of transfer of the said Unit, the right to use the car parking space shall be automatically transferred along with the said Unit. The right to use the car parking space under no circumstances is separately transferable. The Allottee(s) agree/s that only the allotted car parking space would be used exclusively for parking of his/her/their light motorized vehicles and would not be used as storage otherwise.
- v. The allottee agrees and accepts that if at any stage the promoter wishes to seek assistance/ collaborate/ enter into a Joint Venture with any other developer for completion of the

development work of the project in such case the allottee gives its irrevocable consent to the promoter to do the same.

- J. The parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the project;
- K. The parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms conditions and stipulations contained in this agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;
- L. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the parties, the promoter hereby agrees to sell and the Allottee(s) hereby agrees to purchase the Apartment, undivided interest in the common areas and the garage/ closed parking (if applicable) as specified in Para G

Now THEREFORE, in consideration of the mutual representations, covenants, assurances, promises and agreements contained herein and other good and valuable consideration, the parties agree as follows:

1. TERMS:

1.1 Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottee(s) and the Allottee(s) hereby agrees to purchase, the Apartment as specified in Para G;

1.2 The Total price for the Apartment based on the Carpet area is **Rs.** _____/- (**Rupees** _____ **Only**) (“Total price”) Apartment no. _____

Block/Building/Tower No. Block A

Apartment No: _____

Type: _____

Floor: _____

(Break up and description)

SCHEDULE ‘D’

Unit Price Particulars		Amount (in Rs.)
A.	Basic Sale Price	

	Infrastructure Development Charges	
	Amenities Development Charges	
B.	Taxes applicable on A (GST 5%)	
Unit Price (A + B)		
Other Charges Particulars		Amount (in Rs.)
A.	The advance CAM charges for first two years shall be collected at the time of Possession and shall be calculated at Rs. 5 per sq. ft.	
B.	IFMS (Interest Free Maintenance Security) Calculated @ Rs. 85 per square feet.	
C.	Legal Documentation and Handling Charges - 1% of the Basic Sale Price (18% GST applicable)	
Total Cost of the Unit (Unit Price + Other Charges)		

NOTE:

- (i) Stamp duty, Registration fees, Society registration charges and allied charges, as applicable, at the time of registering the legal documents, shall be additionally paid by the Allottee only, as and when demanded by the Promoter.
- (ii) Society formation charges and registration charges as per actual, plus taxes as applicable shall payable by the Allottee as and when demanded by the Promoter.
- (iii) Any other costs, interest, charges and expenses required to be paid by the Allottee in terms of this Application and Agreement for Sale shall be paid additionally by the Allottee;
- (iv) Advance CAM charges shall be for 5 (Five) years and shall commence from the CAM commencement date. The promoter shall be collecting the advance CAM charges for 2 years at the time of possession. The charges for remaining three years shall be payable by the Allottee as per revised prices of maintenance, in quarterly

manner as demanded by the Promoter/Maintenance agency as the case may be.

Explanation:

- i. The Total price above include the booking amount paid by the Allottee(s) to the promoter towards the Apartment;
- ii. The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter by way of Goods and Services Tax, Cess and such other taxes which may be levied, in connection with the construction of the Project payable by the Promoter) up to the date of handing over the possession of the Apartment to the allottee and the project to the association of allottees or the Competent Authority, as the case may be, after obtaining the occupancy certificate:

Provided that in case there is any change or modification in the taxes, the subsequent amount payable by the allottee to the promoter shall be increased or reduced based on such change or 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 provisions of the Act, the same shall not be charged from the allottee;

- iii. The Promoter shall periodically intimate to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment as 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 Apartment includes: 1) undivided interest in the Common Areas; and 2) garage (s) / closed parking (s) as provided in the Agreement.
- 1.3 The total price is escalation-free, save and except increases which the Allottee(s) hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The promoter undertakes and agrees that while raising a demand on the Allottee(s) for increase in development charges, cost/charges imposed by the competent authorities, the promoter shall enclose the said notification/order/rule/regulation to that effect along with demand letter being issued to the Allottee(s), which shall only be applicable on subsequent payments.

Provided that if there is any imposition or increase of 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 provisions of the Act, the same shall not be charged from the allottee.

- 1.4 The Allottee(s) shall make the payment as per the payment plan set out in **Schedule C** of the Act (“**Payment plan**”)
- 1.5 The promoter may allow, in its sole discretion, a rebate for early payments of instalments payable by the Allottee(s) by discounting such early payments @ N.A % per annum for the period by which the respective instalment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/ withdrawal, one granted to an Allottee(s) by the promoter.
- 1.6 It is agreed that the promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described there in respect of the apartment, plot or building, as the case may be, without the previous written consent of the Allottee(s), provided that the promoter may make such minor additions or alterations as may be required by the Allottee(s), or such minor changes or alterations as per the provisions of the Act.
- 1.7 The Promotor shall confirm the final carpet area that has been allotted to the Allottee after the construction of the building is complete and Occupancy Certificate* is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the promoter. If there is any reduction in the carpet area within the defined limit then promoter shall refund the excess money paid by the allottee within forty five days with annual interest specified in the Rules, from the date when such an excess amount paid by the allottees. If there is any increase in carpet area allotted to the allottee the promoter shall demand from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square feet as agreed in Clause 1.2 of this Agreement.
- 1.8 Subject to clause 9.3 the promoter agrees and acknowledges, the Allottee(s) shall have the right to the Apartment as mentioned below:
 - i. The Allottee(s) shall have exclusive ownership of the Apartment;
 - ii. The Allottee shall also have undivided interest in the Common Areas. Where the 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;

- ii(a). The promoter shall hand over the common areas to the association of allottees after duly obtaining the occupancy certificate from the Competent Authority as provided in the Act;
 - iii. That the computation of the price of the Apartment includes recovery of price of land, construction of [not only the Apartment but also] the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the apartment, lift, waterline and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the common areas, maintenance charges as per clause 11 etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment and the Project;
 - iv. The Allottee has the right to visit the project site to assess the extent of development of the project and his Apartment, as the case may be.
- 1.9 It is made clear by the promoter and the Allottee(s) agrees that the Apartment along with ___ garage/ closed parking 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 Allottee(s). It is clarified that project's facilities and amenities shall be available only for use and enjoyment of the Allottee(s) of the project.
- 1.10 The promoter agrees to pay all outgoings before transferring the physical possession of the Apartment to the Allottee(s), which it has collected from the Allottee(s), for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or) other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the project). If the Promoter fails to pay all or any of the outgoings collected by it from the Allottee(s) or any liability, mortgage loan and interest thereon before transferring the Apartment / Plot to the Allottee(s), the promoter agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken there for by such authority or person.
- 1.11 The Allottee(s) has paid a sum of _____ as booking amount being part payment towards the total price of the Apartment at the time of application the receipt of which the promoter hereby acknowledges and the Allottee(s) hereby agrees to pay the remaining price of the Apartment / Plot as prescribed in the payment plan as may be demanded by the promoter within the time and in the manner

specified therein: Provided that if the Allottee(s) delays in payment towards any amount for which is payable, he shall be liable to pay interest at the rate specified in the Rules.

2. MODE OF PAYMENT

Subject to the terms of the agreement, and the promoter abiding by the construction milestones, the Allottee(s) shall make all payments, on demand by the promoter, within the stipulated time as mentioned in the payment plan through / demand draft or online payment (as applicable) in favour of _____ payable at **Cuttack**

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

3.1 The Allottee(s), 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 and Rules and Regulations made there under or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the promoter with such permission, approvals which would enable the promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulation of the Reserve Bank of India or any other applicable law. The Allottee(s) 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 shall be liable for any action under the Foreign by 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 this regard. The Allottee(s) shall keep the promoter fully indemnified and harmless in the regard. Whenever there is any change in the residential status of the Allottee(s) subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee(s) 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(s) and such third party shall not have any right in the application/ allotment of the said apartment applied for herein in any way and the promoter shall be issuing the payment receipts in favour of the Allottee only.

4. ADJUSTMENT/ APPROPRIATION OF PAYMENTS

The Allottee(s) authorizes the promoter to adjust/ appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the promoter may in its sole discretion deem fit and the Allottee(s) undertakes not to object /demand/direct the promoter to adjust his payments in any manner.

5. TIME IS ESSENCE:

- 5.1 The Promoter shall abide by the time schedule for completing the project as disclosed at the time of registration of the project with the Authority and towards handing over the Apartment to the Allottee and the common areas to the association of allottees or the Competent Authority, as the case may be.

6. CONSTRUCTION OF THE PROJECT / APARTMENT:

The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the Apartment and accepted the floor plan, Payment Plan and the specification, amenities and facilities [annexed along with this Agreement] which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said layout plans, floor plans, specification, 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 Planning and Building Standards Regulations of concerned local planning authority [Please insert the relevant State laws] and shall not have an option to make any variation/alteration/ modification in such plans, other than in the manner provided under the Act, and breach of this term by the Promoter shall constitute a material breach of the Agreement.

7. POSSESSION OF THE APARTMENT:

7.1 Schedule for possession of the said Apartment:

The Promoter agrees and understands that timely delivery of possession of the Apartment to the allottee and the common areas to the association of allottees or the Competent Authority, as the case may be, is the essence of the Agreement. The Promoter, based on the approved plans and specifications, assures to hand over possession of the Apartment on _____, unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project ("Force Majeure"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Apartment, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the allotment within 45 days from that date and the promoter shall intimate the Allottee about such termination at least thirty days prior to such termination. After refund of the money paid by the Allottee, Allottee agrees that he/ she shall not have any rights, claims etc. against

the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

7.2 Procedure for taking possession

The Promoter, upon obtaining the occupancy certificate* from the competent authority shall offer in writing the possession of the Apartment, to the Allottee in terms of this Agreement to be taken within two months from the date of issue of such occupancy certificate. Provided that, in the absence of local law, the conveyance deed in favour of the Allottee shall be carried out by the Promoter within 3 months from the date of issue of such occupancy certificate. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee after taking possession agree(s) to pay the maintenance charges as determined by the Promoter/association of allottees, as the case may be, after the issuance of the occupancy certificate for the project. The promoter shall handover the occupancy certificate of the Apartment, as the case may be, to the allottee at the time of conveyance of the same.

7.3 Failure of Allottee(s) to take Possession of Apartment: Upon receiving a written intimation from the promoter as per clause 7.2, the Allottee(s) shall take possession of the Apartment from the promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the promoter shall give possession of the Apartment to the Allottee(s). In case the Allottee(s) fails to take possession within the time provided in clause 7.2, such Allottee(s) shall continue to be liable to pay maintenance charges as applicable.

7.4 Possession by the Allottee(s) : After obtaining the occupancy certificate* and handing over physical possession of the Apartment to the Allottee(s), it shall be the responsibility of the promoter to hand over the necessary documents and plans, including common areas, to the association of the Allottee(s) 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 hand over the necessary documents and plans, including common areas, to the association of Allottees or the Competent Authority, as the case may be, within thirty days after obtaining the occupancy certificate.

7.5 Cancellation by Allottee(s) : The Allottee(s) shall have the right to cancel/withdraw his allotment in the project as provided in the Act:

Provided that where the Allottee(s) proposes to cancel/ withdraw from the project without any fault of the promoter, the promoter herein is entitled to forfeit the booking amount paid for the allotment. The balance amount of money paid by the Allottee(s) shall be returned by the promoter to the Allottee(s) 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 section shall not be barred by limitation provided under any law for the time being in force.

Except for occurrence of a Force Majeure event, if the promoter fails to complete or is unable to give possession of the Apartment (i) in accordance with the terms of this Agreement, duly completed by the date specified herein; 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 Apartment, with interest at the rate specified in the Rules within 45 days including compensation in the manner as provided under the Act. Provided that where if the Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee interest at the rate specified in the Rules for every month of delay, till handing over of the possession, which shall be paid by the Promoter to the Allottee within forty-five days of it becoming due.

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

The promoter hereby represents and warrants to the Allottee(s) as follows:

- i. The Promoter has absolute, clear and marketable title with respect to the said Land; the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the project;
- ii. The promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the project;
- iii. There are no encumbrances upon the said Land or the project;
- iv. There are no litigations pending before any court of law with respect to the said Land, Project or the Apartment;
- v. All approvals, licenses and permits issued by the competent Authorities with respect to the project, said Land and Apartment 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 Apartment and common areas;

- vi. The promoter has the right to enter into Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee(s) created herein, may prejudicially be affected;
- vii. The promoter has not entered into any agreement for sale and/or development agreement or any other agreement/ arrangement with any person or party with respect to the said Land, including the project and the said Apartment which will, in any manner, affect the rights of Allottee(s) under this Agreement;
- viii. The promoter confirms that the promoter is not restricted in any manner whatsoever from selling the said Apartment to the Allottee(s) in the manner contemplated in this Agreement;
- ix. At the time of execution of the conveyance deed the promoter shall handover lawful, vacant, peaceful, physical possession of the Apartment to the Allottee(s) and the common areas to the association of the Allottee(s);
- x. The Schedule property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Schedule property;
- xi. The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the Competent Authorities till the occupancy certificate has been issued and possession of apartment, plot or building, as the case may be, along with common areas (equipped with all the specifications, amenities and facilities) has been handed over to the allottee and the association of allottees or the Competent Authority, as the case may be;
- xii. No notice from the Government or any other local body or authority or any legislative enactment, Government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the promoter in respect of the said Land and/or the Project.

9. EVENTS OF DEFAULTS AND CONSEQUENCES:

- 9.1 Subject to the Force Majeure clause, the promoter shall be considered under a condition of default, in the following events:
 - i. Promoter fails to provide ready to move in possession of the Apartment to the Allottee(s) within the time period specified. For the purpose of this clause, 'ready to move in possession' shall mean that the apartment shall be in a habitable condition which is complete in all respects;

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

9.2 In case of default by promoter under the conditions listed above, Allottee(s) is entitled to the following:

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

ii. The Allottee(s) 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(s) under any head whatsoever towards the purchase of the apartment, along with interest at the rate specified in the Rules within forty- five days of receiving the termination notice:

iii. 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 specified in the Rules, for every month of delay till the handing over of the possession of the Apartment which shall be paid by the Promoter to the allottee within forty- five days of it becoming due.

9.3 The Allottee(s) shall be considered under a condition of default, on the occurrence of the following events:

i. In case the Allottee(s) fails to make payments for 3 consecutive demands made by the promoter as per the payment plan annexed hereto, despite having been issued notice in that regard the Allottee(s) shall be liable to pay interest to the promoter on the unpaid amount at the rate specified in the rules.

ii. In case of Default by Allottee under the condition listed above continues for a period beyond 2(two) consecutive months after notice from the Promoter in this regard, the Promoter shall cancel the allotment of the Apartment in favour of the Allottee and refund the amount 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 APARTMENT:

The Promoter, on receipt of Total Price of the Apartment as per clause 1.2 under the Agreement from the Allottee, shall execute a registered conveyance deed and convey the title of the Apartment together with undivided interest in the common areas and separately convey undivided proportionate title in the Common Areas to the association of Allottees

or Competent Authority as the case may be, within three months from the date of issuance of the occupancy certificate, to the Allottee. However, in case the Allottee fails to deposit the stamp duty and/or registration charges within the period mentioned in the notice, the Allottee authorizes the Promoter to withhold registration of the conveyance deed in his/her favour till payment of stamp duty and registration charges to the Promoter is made by the Allottee.

11. MAINTENANCE OF THE SAID BUILDING/ APARTMENT / PROJECT:

The promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the association of the allottees upon the issuance of the occupancy certificate of the project. The cost of such maintenance has been included in the Total price of the Apartment.

Additional Terms

- i. The time period and other terms and conditions pertaining to maintenance shall be incorporated in the Maintenance agreement to be executed by the Promoter or its nominated Maintenance agency which may be treated and read as a part of this agreement.
- ii. There can be slight hairline cracks, due to temperature variations and heterogeneous nature of construction for which the Promoter shall not be liable as defect liability in case of any other defect pointed by the Allottee, the same shall be referred to a registered architect or engineer and on the basis of the report of the said architect or engineer it shall be concluded whether the defect stated by Allottee(s) falls under the provision of the Act. However, in case any damage to the Apartment is caused by the Allottee(s) and/or any reasonable wear and tear and/or and/ or improper maintenance and undue negligence on the part of the Allottee(s)/Association of Allottees and/or any damaged caused due to force majeure shall not be covered under defect liability.
- iii. The Allottee(s) agrees and undertakes to abide by and comply with bye-laws and rules and regulation of such Association of Allottees. Until the formation of the Association of Allottees under the applicable laws, the Promoter itself or through maintenance agency shall maintain the Common Areas and Facilities on the Project Land and shall have all the rights and authorities of the Association of Allottees, in addition to the rights expressly mentioned herein, to enable proper maintenance of the Common Areas and Facilities on the Project Land.

- iv. That the Allottee(s) shall be liable to pay proportionate common electric charges, sewerage charges, recurring maintenance charges and water charges from the due date of taking possession as mentioned in the offer of possession letter.
- v. The Allottee accepts and agrees that after the promoter offers the possession of the Apartment to the allottees and has to start the maintenance of the project after obtaining the occupancy certificate, as the case may be, and where there is any delay in formation of association of allottees on behalf of allottees or there is any delay in taking handover of the common areas of the project by the association of allottees, in such case the allottee shall be liable to pay the maintenance charges as levied by the promoter from time to time.
- vi. In pursuance of the Maintenance agreement, the Promoter or its nominated Maintenance agency shall provide maintenance and operation of various services and facilities and equipment in the common area in the Complex and on assurance that Allottee(s) shall abide by the terms and conditions of this agreement and the rules and regulations as framed from time to time. The same has been elaborated in clause I.15

12. DEFECT LIABILITY:

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

13. RIGHT TO ENTER THE APARTMENT FOR REPAIRS:

The promoter/maintenance agency/association of Allottee(s) shall have rights of unrestricted access of all common areas, garages/closed parking and parking spaces for providing necessary maintenance services and the Allottee agrees to permit the association of allottees and/or maintenance agency to enter into the Apartment or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

14. USAGE

Use of Basement And Service Areas: The Basement/s and Service Area, if any, as located within "Acrerise Aura - PH II" shall be earmarked for purposes such as parking

spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, firefighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the association of Allottee(s) formed by the Allottee(s) for rendering maintenance services.

15. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT / PROJECT:

Subject to Clause-12 above, the Allottee(s) shall, after taking possession, be solely responsible to maintain the Apartment at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the building, or the Apartment, or the staircases, lifts, common passages, corridors, 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 Apartment and keep the Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized. The Allottee(s) 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/ façade of the building or anywhere on the exterior of the project, buildings therein or common areas. The Allottee(s) 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(s) shall not store any hazardous or combustible goods in the Apartment or place any heavy material in the common passages or staircase of the Building. The Allottee(s) shall also not remove any wall, including the outer and load bearing wall of the Apartment. The Allottee(s) shall plan and distribute its electrical load in conformity with the electrical systems installed by the promoter and thereafter the association of Allottee(s) and/or maintenance agency appointed by association of Allottee(s). The Allottee(s) shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

16. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY ALLOTTEE(S):

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

17. ADDITIONAL CONSTRUCTIONS:

The Promoter undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the building plan, layout plan, sanction plan and

specifications, amenities and facilities has been approved by the Competent Authority(ies) and disclosed, except for as provided in the Act.

18. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:

After the promoter executes this agreement he shall not mortgage or create a charge on the Apartment / Plot/ Building 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(s) who has taken or agreed to take such Apartment/Building.

19. LAW ON APARTMENT OWNERSHIP

The Promoter has assured the Allottees that the project in its entirety is in accordance with the provisions of the laws/rules/regulations for the time being in force.

20. BINDING EFFECT:

Forwarding this Agreement to the Allottee(s) by the promoter does not create a binding obligation on the part of the promoter or the Allottee(s) until, firstly, the Allottee(s) 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(s) and secondly, appears for registration of the same before the concerned sub-registrar as and when intimated by the promoter. If the Allottee(s) fails to execute and deliver to the promoter this agreement within 30(thirty) days from the date of its receipt by the Allottee(s) 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(s) 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(s) shall be treated as cancelled and all sums deposited by the Allottee(s) in connection there with including the booking amount shall be returned to the Allottee(s) without any interest or compensation whatsoever.

21. ENTIRE AGREEMENT:

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

22. RIGHT TO AMEND:

This Agreement may only be amended through written consent of the parties

23. PROVISIONS OF THIS AGREEMENT APPLICATION ON ALLOTTEE(S)/ SUBSEQUENT ALLOTTEE(S):

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 project shall equally be applicable to and enforceable against any subsequent Allottee(s) of the Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.

24. WAIVER NOT A LIMITATION TO ENFORCE

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(s) 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(s) that exercise of discretion by the promoter in the case of one Allottee(s) shall not be construed to be a precedent and/or binding on the promoter to exercise such discretion in the case of other Allottee(s).
2. Failure on the part of the promoter to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

25. SEVERABILITY

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

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

Wherever in this agreement it is stipulated that the Allottee(s) 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 Apartment bears to the total carpet area of all the Apartment 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(s) in the State of Odisha after the agreement is duly executed by the Allottee(s) and the promoter or simultaneously with the execution the said agreement shall be registered at the office of the Sub-Registrar. Hence this agreement shall be deemed to have been executed at **Cuttack**.

29. NOTICES

That all notices to be served on the Allottee(s) and the promoter as contemplated by this agreement shall be deemed to have been duly served if sent to the Allottee(s) or the promoter by registered post at their respective addresses specified below:

Name of Allottee(s): _____

Allottee(s)' Address: AT: _____

Name of promoter: M/s. Acrerise Realty LLP

Promoter's Address: Plot No. A/295, at PS/PO: Saheed Nagar, Bhubaneswar 751007, Odisha, India (Promoter Address)

It shall be the duty of the Allottee(s) 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(s), as the case may be.

30. JOINT ALLOTTEE(S)

That in case there are Joint Allottee(s)s all communications shall be sent by the promoter to the Allottee(s) whose 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 Allottee(s).

31. 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 Acts, rules and regulations made thereunder including other applicable laws of India for the time being in force.

32. 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, falling which the same shall be settled through the adjudicating officer appointed under the Act.

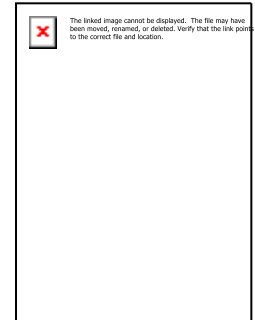
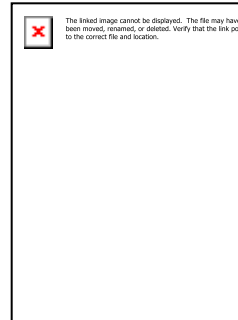
This Agreement shall be construed and the legal relations between the Parties here to shall be determined and governed according to the laws of India and the courts of Cuttack shall have exclusive jurisdiction.

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for sale **at Cuttack** (city/ town name) in the presence of attesting witness, signing as such on the day first above written.

SIGNED AND DELIVERED BY THE WITHIN NAMED

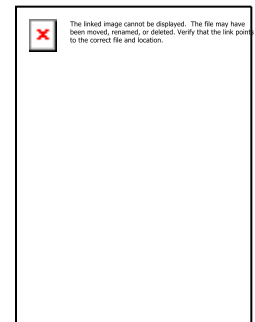
Allottee(s) :

_____ **Mr.**



SIGNED AND DELIVERED BY THE WITHIN NAMED

(1) _____
(Authorized Signatory)



WITNESSES:-

1. Signature: _____
Name: _____
Address: _____

2. Signature: _____

Name: _____

Address: _____

SCHEDULE 'A' – PLEASE INSERT DESCRIPTION OF THE APARTMENT AND THE GARAGE/CLOSED PARKING (IF APPLICABLE) ALONG WITH BOUNDARIES IN ALL FOUR DIRECTIONS

SCHEDULE 'B' – FLOOR PLAN OF THE APARTMENT

SCHEDULE 'C' – PAYMENT PLAN BY THE ALLOTTEE

SCHEDULE 'D' - UNIT AND OTHER CHARGES

SCHEDULE 'E' – SPECIFICATIONS OF THE UNIT

SCHEDULE 'F' – FORM G

SCHEDULE 'A'

The Allottee(s) had applied for an apartment in the project vide application no. N/A dated ____ and has been allotted Apartment no. _____ having carpet area of _____, Type - _____ on _____ **Floor** in the **Block** ____ (Building) along with the covered parking no. ad measuring _____ sq. mtr. in the stilt floor as permissible under the applicable law and or pro rata share in the common areas (common areas) as defined under clause (n) of section 2 of the Act

Property Details

The Land owner of the Project land, Bijay Kumar Mishra is the lawful owner of the land - Khata No. 225/553 Plot No. 921/1327 and Khata No. 225/451 Plot No. 925, Mouza : Patapur, Trishulia, Cuttack, Odisha, Pin Code – 754005. The owner being desirous of developing the said land have entered into two joint development agreements with the Promoter for (i) Plot No. 921/1327, Regd. No. 10392107265 dated. 01.12.2021 and (ii) Plot No. 925, Regd. No. 10392107264, dated 01.12.2021 and have also executed two General Power of Attorney (GPA) for the said land under a registered GPA for (i) Plot No. 921/1327, Regd. No. 10392107266 dated 30.11.2021 and (ii) Plot No. 925, Regd. No. 10392107269 dated 30.11.2021. **Total Area** admeasuring to **4114.73 sqm**) are situated at Patapur, Trishulia, Cuttack (“**Said Land**”)

SCHEDULE 'B'

FLOOR PLAN

SCHEDULE 'C'

PAYMENT SCHEDULE

PAYMENT SCHEDULE	Amount (in percentage)
Booking Amount	_____
Within 30 days from the date of booking	Execution of Agreement to Sale
Within 60 days from the date of booking	10% of Total Cost
On Completion of Foundation	10% of Total Cost
On Completion of Stilt Floor Roof Casting	10% of Total Cost
On Completion of First Floor Roof Casting	10% of Total Cost
On Completion of Second Floor Roof Casting	10% of Total Cost
On Completion of Third Floor Roof Casting	5% of Total Cost
On Completion of Fourth Floor Roof Casting	10% of Total Cost
On Completion of Fifth Floor Roof Casting	5% of Total Cost
On Completion of Inside Brick Work of respective unit	5% of Total Cost
On Completion of Flooring and plastering of Respective Unit	5% of Total Cost
On installation of Door shutters, Windows and completion of inside painting work of respective unit	5% of Total Cost
On Completion of Project prior to Registration of unit	5% of Total Cost

SCHEDULE 'E'

SPECIFICATIONS

R.C.C. RCC framed columns, beams, floor and roof slabs.

WALLS

- 1st class fly ash bricks masonry/ AAC blocks with cement mortar.
- External plaster finish with weather coat paints.
- Smooth wall-putty finish with 1 coat primer and 2 coats of premium emulsion on internal walls.

STAIRCASE: Designer Granite/Tile/Kota stone staircase with M.S./S.S railing.

ROOMS, CORRIDORS: Superior quality Vitrified tile flooring

DOORS:

- Laminated designer main door with mortise lock and eye piece.
- Solid Laminated superior quality flush doors/HDF Doors for internal doors

WINDOW/BALCONY:

- Anodized/powder coated aluminium frame with glaze shutters/UPVC Window
- Granite/strips tiles on sill level

KITCHEN:

- Vitrified tile flooring
- Granite cooking platform with stainless steel sink and CP fitting.
- Ceramic tiles on walls upto a height of 3' above the counter

TOILETS:

- Anti-skid ceramic tile flooring
- Designer Glazed tiles upto 7' height from floor level
- Concealed CPVC plumbing system
- Superior quality C.P. fittings and fixtures
- E.W.C. with flushing cistern
- Hot and cold water supply system

ELECTRICAL FITTINGS:

- Concealed wiring network with copper conductors
- Premium brand Modular sockets and switches.
- A/C point in all bedrooms and living room
- TV and telephone point in living room and Master bedroom

Letter of Consent

Date:

To

M/s. Acrerise Realty LLP.
Plot No. A/295,
at PS/PO: Saheed Nagar,
Bhubaneswar 751007
Odisha, India

Sub: Consent for extension of time limit for completion, modifications in sanctioned plans, layout plans and specifications of the project Acrerise Aura - PH II (“said project”) situated at Khata No. 225/553 Plot No. 921/1327 and Khata No. 225/451 Plot No. 925, Mouza : Patapur, under Cuttack Development Authority.

Sir,

I _____ (name of the Allottee) aged about _____ S/o _____ R/o _____ along with _____ aged about _____ S/o _____ Allottee of Flat/Unit No. _____ in the project “**Acrerise Aura - PH II**”, do hereby, with free will, sound disposing mind and in the interest of the project, tender my irrevocable consent with respect to Section 14 and other relevant provisions of the RERA Act, 2016, and ODA Rules 2020, the following activities to be done by the promoter.

1. That the promoter may seek extension of time limit for completion of the project submitted by it before RERA (from time to time), and obtain completion/occupancy certificate accordingly.
2. That the promoter may make changes, alterations, modifications, revision, addition/ deletion in the sanctioned plans, nature of fixtures fitting & amenities, layouts and specifications of the unit and common areas of the project.
3. That the promoter may make any change to the structure, such as the construction or removal or cutting into of any wall or a part of a wall, partition, column, beam, joist, floor or other support, or a change to or closing of any required means of access ingress or egress or a change to the fixtures or equipment, etc.
4. That the Promoter may make any consequential changes, change in the colour of the window frames, fittings, elevation light, plants, railing/grills design, elevation elements, fixtures, road patter, landscaping and visual shown in the brochure as per availability and suggestions of the architect and other consultants.
5. That I/we am/are aware with the fact that Promoter will develop various other future phases on the land adjacent/surrounding/nearby to the project land as per the sanctioned plans, for that purpose that I/We will not create any obstruction/hindrance/disturbance and shall not interfere in construction and development activities of said future phases.

6. That, I will not raise any dispute/ demand/ claim against the Promoter on account of the said revisions and shall not object/obstruct the construction to be undertaken by the Promoter in accordance with the revised plans.
7. That, I give my no objection to any consequential changes including but not limited to changes in lift area, club & amenities area and to allot visitor car parking to the flat owners due to shortage of car parking.
8. That, I give my no objection to any consequential changes to the parking layout, external and internal infrastructure development layout as per on site construction situation and pillar structure plan.
9. That the consent furnished by me/us will not be only binding on me/us but upon my/our heirs, executors, administrators, assignees etc. That by the present of this consent, I/We undertake to indemnify the Company qua in the event of any dispute between me/us and the Company in the matter of alteration/modification/revision in the said project.
10. That, I/We will not be entitled to revoke this consent at any stage under any circumstances.

(Name of Allottee / Flat Owner)

Signature of Allottee

Address of Allottee: _____

Phone no.: _____

Email ID: _____

Place: _____

Date: _____

AFFIDAVIT

I, _____, aged about _____ Years, S/O _____, residing at _____, P.O. _____, Dist. _____ having booked Apartment No. _____ in the project “Acrerise AURA - PH II” having RERA Reg. No _____, do hereby solemnly affirm, state, confirm and consent as follows:

1. That I have seen and understood all marketing materials, websites, legal documents and offerings, approvals obtained, related to the project “Acrerise AURA - PH II”, including the details of common areas of the project, facilities & amenities offered and specifications of the Apartment applied by me.
2. That I have been apprised by the promoter and I am aware that the project “Acrerise AURA - PH II” is a project comprising of 101 apartment units and common infrastructure, being developed as per applicable laws, in two phases by the promoter on the land already acquired by it.
3. That the promoter has registered the first phase and second phase of the project, as per the sanctioned plans & applicable laws and the common areas and facilities of all such phases shall be available for utilization by allottees of both the phases.

4. That the common areas and facilities of both the phases will be developed along with the respective phase as per the sanctioned plans, layouts and approvals.
5. That the allottees of both phases shall have the right to use the common areas and facilities developed for the entire project, including but not limited to sewerage system, electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, firefighting pumps and equipment's etc.
6. That the allottees of both phases shall not block the internal roads of the project by constructing any boundary wall/gate/ physical obstruction.
7. That the Promoter and/or its agents or contractors shall be entitled to carry on the remaining work, including further and additional construction work in the Project including the areas adjoining / near the building / Apartment in which the Unit is located, and if any inconvenience, hardship, disturbance or nuisance is caused to the allottee during the said works or construction, the allottee shall neither be entitled to protest, object to or obstruct the execution of such work or construction nor be entitled to claim any compensation and/or damages from the Promoter in this regard.
8. That the Promoter/allottees of both phases shall be entitled to use the internal/access road of all Phases, earmarked for the use of all and shall not have any objection in this respect.
9. That I shall neither object nor create any obstruction/hindrane/disturbance and shall not interfere in construction and development activities of the future phases of the project(s) (developed/to be developed) by the developer.
10. That the facts stated above are true to the best of my knowledge and belief.

Identified by:

Advocate

Deponent

Certified that the above named deponent being identified as Sri _____, Advocate, solemnly affirms and state before me that the facts stated above are true to his knowledge

Place:

Notary

Dt.

