

## AGREEMENT TO SALE

This **AGREEMENT TO SALE** is made and executed on this .....<sup>th</sup> Day of ..... 2025 BETWEEN **M/S SHRIKANTH INFRA, (PAN AEZFS2372E)** a Firm registered under Indian Partnership Act 1932, having its registered office at **64, Ground Floor, Vaishno Nagar, Kanchanpur, Chitaipur Varanasi** through its Partner **Mr. Ajay Kumar S/o Late Lal Kishore Singh (AADHAR- 6959 1473 0561 Mobile 9336918285) r/o 64, Ground Floor, Vaishno Nagar, Kanchanpur, Chitaipur Varanasi**, hereinafter referred to as the "First Party/Sellers/Vendor/Developer" which term unless otherwise repugnant to the context includes its successors, executors, administrators and assigns of the **First Party/Seller/Vendor/ Developer/Promoter**.

### IN FAVOUR OF

\_\_\_\_\_, hereinafter called the **SECOND PARTY/PURCHASERS/VENDEE/ALLOTTEE** (which expression unless repugnant to context shall include heirs, successors, legal representatives, executors and assigns).

**WHEREAS** previously property Arazi no. 132Mi, 133Mi, 134Mi, 157Mi and 138 measuring 77.45 Dismill or 32.27 Aer i.e 34735.78 sq ft i.e 3227.06 sq mter situated at Mauza Dhanpalpur, Pargana Kaswar Sarkari, Tehsil Rajatalab, Distt Varanasi was owned and possessed by Chandresh Rai and Dimpal Rai. Later, Chandresh Rai and Dimpal Rai sold the property morefully detailed and described in Schedule to and in favour of **Signature Tradecom LLP (changed from Signature Tradecom Pvt. Ltd.)**, vide sale deed dated 12/09/2011 registered in Book No. I Vol. 2012 on pages 379 to 414 at Sr. No. 2887 dated 12/09/2011 and put them into actual possession over said property as absolute Owners.

**And Whereas** the **Signature Tradecom LLP (changed from Signature Tradecom Pvt. Ltd.)** entered in to a Registered Developer Agreement dated 21/06/2023 and dated 15/07/2023 with **M/s SHRIKANTH INFRA**, which is registered at Sub-Registrar-Gangapur Varanasi via Agreement Deed No. 5462/23 & 6438/23 respectively to Develop residential/commercial building and to share the built up area in ratio of 43% and 57%.

**A]** The Promoter/Developer is entitled and enjoined upon to construct building on the project land in accordance with the recitals hereinabove.

**B]** The Owner / Promoter is in possession of the project land.

**C]** **Nature and Particulars of the entire scheme are as under –**

- a] The building plan is sanctioned for the area of .....Sq.mtrs. After excluding area of road widening admeasuring ..... Sq.mtrs. balance area admeasuring ..... Sq.mtrs. is under development. The building plan is sanctioned by VDA Varanasi Order bearing No.- Group Housing/04113/VDA/BP/23-24/0543/301024 dated 18/01/2025
- b] The entire project consists of presently sanctioned residential cum commercial Building having total built up area of ----- **Sq.mtrs**. Copy of the said plan is annexed herewith as ANNEXURE-----.
- c] Only one organization i.e. Association of Apartment Owners or an Association of persons of all the unit holders in the said building will be formed as per provisions of Apartment Ownership Act and the said Building with land will be conveyed to the said association or to the unit purchasers as the case may be

as per the provisions of the said Act. The promoter has a prerogative to form such an Association of his choice.

- d] The Promoter has started the construction work of the said Building and the same is presently completed up to -----% .
- e] i. As per Annexure ----- the said project consists of one residential cum commercial building '-----'.
- ii. **Particulars of building is as under –**

Sr. No.	Floors	Built up Area in Sq. Mtrs.	Car parks
1.	Basement Area	0	
2.	Ground Floor Area/Stilt		
1	First Floor Area	0	0
2	Second Floor Area	0	
3	Third Floor Area	0	
4	Fourth Floor Area	0	
5	Fifth Floor Area	0	
6	Sixth Floor Area	0	
7	Seventh Floor Area	0	
8	Eight Floor Area	0	
9	Ninth Floor Area	0	
10	Tenth Floor Area	0	
11	Terrace Area	0	

- f] It is hereby declared that sanctioned plan/s and proposed plans has/have been shown to the Allottee/s and the Floor Space Index (FSI/FAR) available is shown in the said plan/s. Similarly, the Floor Space Index/F.A.R., if any, utilised as floating floor space index or in any manner, i.e. to say transfer from the said land or floor space index of any other property used on the said land is also shown in the plan/s. In this Agreement, the word FSI/FAR or Floor Area Ratio shall have the same meaning as understood by the Planning Authority under its relevant building regulations or bye-laws. The Promoter shall be entitled to float F.S.I. /F.A.R. of the Property in the present scheme to any other property and vice-versa if so permitted by the concerned authority. The Promoter shall also be entitled to use the FSI/RAR of the internal roads, road widening FSI/FAR, TDR, etc. on the said building and or other buildings in the layout of

the said project.

**D]** The Promoter has entered into a standard Agreement with an Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects. The Promoter reserves the right to change the Architect & or the Structural Engineer if at all required.

**E]** The Promoter has appointed a structural Engineer for the preparation of the structural design and drawings of the building and the Promoter accepts the professional supervision of the Architect and the structural Engineer till the completion of the building.

**F]** By virtue of the Developers Agreement dated 20/06/2023 & 14/07/2023 being Document No. 5462/23 & 6438/23 respectively, the Promoter has sole and exclusive right to sell the Apartments in the said building to be constructed by the Promoter on the project land and to enter into Agreement/s with the allottee(s)/s of the Apartments to receive the sale consideration in respect thereof.

**G]** On demand from the allottee, the Promoter has given inspection to the Allottee of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Promoter's Designer Architect Kishore Kapoor & Chartered Engineer Mr. Ahiklesh Kumar Singh and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2017 (hereinafter referred to as "the said Act") and the Rules and Regulations made there under;

**H]** The authenticated copies of Certificate of Title or any other relevant revenue record showing the nature of the title of the Promoter to the project land on which the Apartments are constructed or are to be constructed have been annexed hereto and marked as 'Annexure 'A' and 'B' respectively.

**I]** The authenticated copies of the plans of the Layout as approved by the concerned Local Authority have been annexed hereto and marked as Annexure ----.

**J]** The authenticated copies of the plans and specifications of the Apartment agreed to be purchased by the Allottee, as sanctioned and approved by the local authority have been annexed and marked as 'Annexure -----'

**K]** The Promoter has got the approvals from the concerned local authority(s) to the plans, the specifications, elevations, sections and of the said building/s and shall obtain the approvals from various authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the said Building.

**L]** While sanctioning the said plans concerned local authority and/or Government had laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the project land and the

said building and upon due observance and performance of which only the completion or occupancy certificate in respect of the said building shall be granted by the concerned local authority.

**M]** The Promoter has accordingly commenced construction of the said building in accordance with the said proposed plans.

**N]** The Allottee has applied to the Promoter for allotment of an Apartment No. \_\_\_on\_\_\_ floor (hereinafter referred to as the said "Apartment") situated in the building VINAY HEIGHTS (hereinafter referred to as the said "Building") being constructed in the said project.

**O]** The carpet area of the said Apartment is \_\_\_Sq.mtrs and "carpet area" means the net usable floor area of the apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Apartment for exclusive use of the Allottee or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the apartment.

**P]** Prior to the execution of these presents the Allottee has paid to the Promoter a sum of Rs. \_\_\_\_\_/- (Rs. \_\_\_\_\_) only, being part payment of the sale consideration of the Apartment agreed to be sold by the Promoter to the Allottee as advance payment or Application Fee (the payment and receipt whereof the Promoter both hereby admit and acknowledge) and the Allottee has agreed to pay to the Promoter the balance of the sale consideration the manner hereinafter appearing.

**Q]** The Promoter has registered the Project under the provisions of the RERA (Real Estate Regulation and Redevelopment) Act, 2017 with the Real Estate Regulatory Authority at ----- Registration No. ----- authenticated copy is attached in Annexure -----.

**R]** Under section 13 of the said Act the Promoter is required to execute a written Agreement for sale of said Apartment with the Allottee, being in fact these presents and also to register said Agreement under the Registration Act, 1908.

**S]** In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by the between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the Apartment.

**NOW THEREFORE, THIS INDENTURE WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO ASUNDER -**

1. The Promoter shall construct the said building 'VINAY HEIGHTS' as mentioned above, on the project land in accordance with the plans, designs and specifications as approved by VDA Varanasi from time to time.

Provided that the Promoter shall have to obtain prior consent in writing of the Allottee in respect of variations or modifications which may adversely affect the Apartment of the Allottee except any alteration or addition required by the Government authorities or due to change in law.

1(a) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee Apartment No. \_\_\_\_\_ of carpet area measuring \_\_\_\_\_ Sq.mtrs. [as

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defined in RERA] on \_\_\_\_\_ floor in the building (hereinafter referred to as "The Apartment") as shown in the Floor Plan thereof hereto annexed and marked Annexure ---- and ----- for the consideration of Rs. \_\_\_\_\_/- (Rs. \_\_\_\_\_ Only) including the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the Second Schedule annexed herewith.

1(b) The Allottee has paid on or Before Execution of this agreement a sum of Rs. \_\_\_\_\_/- (Rs. \_\_\_\_\_ only) vide Cheque No. \_\_\_\_\_

drawn on dated \_\_\_\_\_ (not exceeding 10% of the total consideration) as advance payment or application fee and hereby agrees to pay to the Promoter. The balance amount of Rs. \_\_\_\_\_/- (Rs. \_\_\_\_\_ in the following manner :

- (i) % of the total consideration at the time of completion of Raft foundation work.
- (ii) % of the total consideration on completion of each slab..
- (iii) % of the total consideration at the time of execution of sale deed.

However before making the payment allottee will deduct TDS as per provision of Income Tax act and produce certificate to the promoter.

1(c) The Total Price above excludes Taxes (consisting of Tax paid or payable by the Promoter by way of GST / Value Added Tax, Service Tax and Cess or any other similar taxes which may be levied in connection with the construction of and carrying out the Project payable by the Promoter) up to the date of handing over the possession of the Apartment.

1(d) The Total price is escalation-free, save and except escalations / increases, 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 Local Bodies / Government / Panchayat while obtain Occupation Certificate or NOC from Local Panchayat from time to time. The Promoter undertakes and agree that while raising a demand on the Allottee for increase in development charges, cost, or levies imposed by the competent authorities etc. the Promoter shall enclose the said notification / order / rule / regulation published / issued in that behalf to that effect alongwith the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments. The Allottee agrees to pay the same within 15 days from the receipt of such notice sent by the Promoter.

1(e) The Promoter has allowed in its sole discretion, a rebate for early payment of installments payable by the Allottee by discounting such early payments for the period by which the installments has been preponed. This provision is made at the request and instance of the Allottee and is voluntarily agreed by the Allottee and, subject to other terms of this agreement, shall not be subject to any revision / withdrawal and shall not be questioned by the Promoter and the Allottee for any reason whatever.

1(f) The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. 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 Allottee within forty five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand additional amount 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 meter as agreed in clause 1(b) of this Agreement.

1(g) The Allottee authorizes the Promoter to adjust / appropriate all payments made by him / her under the 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 undertakes not to object / demand / direct the Promoter to adjust his/her payments in any manner

2. The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulation and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Apartment to the Allottee, obtain from the concerned local authority occupancy and/or completion certificate in respect of the Apartment.

Time is essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the Apartment to the Allottee and the common areas to the association of the allottees after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in clause 1(b) herein above ("Payment Plan")

3. The Promoter hereby declares that the Floor Space Index / F.A.R.i.e. total built-up area available as on date in respect of Building ..... in the Project land is ----- **Sq.mtrs.** only and Promoter has planned to utilize Floor Space Index of NA by availing of TDR of FSI/FAR available on payment of premiums or FSI/FAR available as incentive FSI/FAR by implementing various scheme as mentioned in the VDA Varanasi.
4. (I) If the Promoter fails to abide by the time schedule for completing the project and handing over the Apartment to the Allottee, the Promoter agrees to pay to the Allottee, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Allottee, for every month of delay, till the handing over of the possession. However if the delay is not attributable to the promoter such as force majeure, etc the purchaser shall not be entitled to claim any interest on the same . The Allottee agrees to pay to the Promoter, interest as specified in the Rule, on all the delayed payment which become due and payable by the Allottee to the Promoter under the terms of this Agreement from the date the said amount is payable by the Allottee(s) to the Promoter.

(II) Without prejudice to the right of Promoter to charge interest in terms of sub clause 4.(I) above, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Allottee committing three defaults of payment of installments, or the Allottee committing breach of any term of this agreement, the Promoter shall at its own option, may terminate this Agreement once the agreement is terminated for reasons mentioned above the rights of the purchaser shall stand forfeited & the purchaser shall not be entitled to the said apartment & only shall be entitled for refund of the amount as stated above.

Provided that, Promoter shall give notice of fifteen days in writing to the Allottee, by Registered Post AD at the Address provided by the Allottee and mail at the e-mail address provided by the Allottee, of his intention to terminate this Agreement and of the specific breach or breaches of terms and condition in respect of which it is intended to terminate the Agreement. If the Allottee fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, Promoter shall be entitled to terminate this Agreement.

Provided further that upon termination of this Agreement as aforesaid, the Promoter shall be refunded to the Allottee subject to adjustment and recovery of any agreed liquidated damages of Rs. -----/- or decide by Promoter payable to Promoter within a period of thirty days of the termination, the installments of sale consideration of the Apartment which may till then have been paid by the Allottee to the Promoter. The amount will be refunded to the Allottee at the time of the Allottee executing and registering Deed of Cancellation of this agreement and on resale of the said apartment by the Promoter to other person whichever is later. The allottee shall bear the costs of cancellation such as legal expenses for execution & registration of Cancellation Deed & promoter shall not be responsible for the refund of stamp duty on the agreement paid by the purchaser .

Provided further that the Promoter at its option and discretion, without terminating the agreement, shall be entitled for specific performance thereof and to recover the amount due with interest thereon and in addition the Promoter shall also be entitled to damages and losses suffered because of the delay in payment of the balance consideration. In the above event as Promoter has opted not to terminate the agreement, the Promoter shall not be liable to refund the amount. Also the Promoter may exercise the option either to terminate or not terminate the agreement at any time after default and especially when the Promoter receives concrete offer for re-sale of the Apartment so that after termination Promoter will be able to execute the agreement with the new purchaser/allottee.

The Allottee is aware that depending upon various promises and assurances given by the Allottee, the Promoter has incurred and shall incur the expenditure and will make commitments to third parties and therefore in the event of cancellation of the Agreement by the Allottee for any reason whatsoever, the Promoter in addition and without prejudice to other remedies and rights and towards reimbursement and damages, shall suffer great loss and hardship and work may be affected. Therefore in the event of this Agreement being terminated by the Allottee for any reason whatsoever, the Promoter shall be entitled to retain, withhold and forfeit a minimum amount of Rs.-----/- or 20% whichever is higher from and out of the amount so far then paid by the Allottee to the Promoter and the Promoter shall be liable to repay only the balance amount (if any) from the amount received by the Promoter on resale of the said Apartment. The forfeiture amount shall be quantified by the promoter on the time lapse for cancellation in tune of interest @ 12 % per month on the amount . In this case reduction in price of the apartment will be considered as damages/loss of the Promoter in addition to other loss and expenses. Thus in case of termination of this agreement for any reason, taxes such as GST / VAT etc. already paid / reimbursed shall not be refunded by the Promoter to the Allottee. Also any extra item will done as per requirement of Allottee shall also be recover by the Promoter from the amount paid by the Allottee.

5. The fixture and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particular brand, or price range (if unbranded) to be provided by the Promoter in the said building and the Apartment as are set out in Annexure 'E', annexed hereto.
6. The Promoter shall give possession of the Apartment to the Allottee on or before ----- . If the Promoter fails or neglects to give possession of the Apartment to the Allottee on account of reasons beyond its control and of its agents by the aforesaid date then the Promoter shall be liable on demand to refund to the Allottee the amounts already received by him/her in respect of the Apartment with interest at the same rate as may mentioned in the clause 4.1 hereinabove from the date the Promoter received the sum till the date the amounts and interest thereon is repaid.

Provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of Apartment on the aforesaid date, if the completion of building in which the Apartment is to be situated is delayed on account of –

- (i) war, civil commotion or act of God
- (ii) any notice, order, rule, notification of the Government and/or other public or competent authority / court, Environment Authority, authority under Mines and Minerals, Collector, or any disputes or matters relating to the

- property pending final determination by the courts or any other authorities
- (iii) non-availability of steel, cement, other building materials, water or electric supply, labour force etc.;
- (iv) Changes in any Rules, Regulations and Bye-Laws of various statutory bodies and authorities from time to time then affecting the development and the project.
- (v) Delay in grant of any sanction of plan, NOC/permission/licensee connection/installation of any services such as lifts, electricity and water connections and meters to the Scheme/Apartment, Road NOC or completion certificate from appropriate authority.
- (vi) Delay or default in payment of dues by the allottee under these presents.
- (vii) Pendency of any litigation.
- (viii) Any act beyond the control of the Promoter.
- (ix) Non availability of adequate labour for any reason.
- (x) Force-Majeure

7. **Procedure for taking possession** – The Promoter, upon obtaining the occupancy certificate from the competent authority and the payment made by the Allottee as per the agreement shall offer in writing the possession of the Apartment, to the Allottee in terms of this Agreement to be taken within 15 days from the date of issue of such notice and the Promoter shall give possession of the Apartment to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter or association of allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within 7 days of receiving the occupancy certificate of the project.

- (i) The Allottee shall take possession of the Apartment within 15 days of the written notice from the Promoter to the Allottee intimating that the said Apartments are ready for use and occupancy.
- (ii) **Failure of Allottee to take Possession of Apartment** : Upon receiving a written intimation from the Promoter as per clause 7.1 the Allottee 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. In case the Allottee fails to take possession within the time provided in clause 7.1 such Allottee shall continue to be liable to pay maintenance charges as applicable, subject however that the Promoter shall be entitled to terminate this agreement for the reason of Allottee failing to act as above.

8. If within a period of five years from the date of handing over the Apartment to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the Apartment or the building in which the Apartment are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at its own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act.

Provided however, that it is agreed that the prescribed liability period under the Act shall be deemed to have commenced from the date of obtaining the Completion Certificate or from the date on which the Promoter has given the necessary intimation under this clause, whichever is earlier.

Provided further that the Allottee/s shall not carry out any alterations of whatsoever nature in the said apartment or in the fittings therein, in particular it is hereby agreed that the Allottee/s shall not make any

alterations in any of the fittings, pipes, water supply connections or any of the erection in the bathroom as this may result in seepage of the water. If any of such works are carried out without the written consent of the Promoter, the defect liability automatically shall become void. Further, the allottee shall be liable of paying damages, if any, to allottee / owner / user of the apartment below.

(a) The Allottee shall not damage, take support of any RCC members like RCC columns, RCC beams, or RCC slabs or make changes therein or affect the same in any manner without taking specific permission in writing from the Promoter.

(b) The Allottee specifically agrees not to undertake any addition/alteration without taking specific permission in writing from the promoters. He/They also agree not to change / alter position of the signage. No encroachment, on atrium / passage / stair etc. will be allowed. The Allottee shall occupy / display his materials, within boundaries of his/her apartment only. On no account goods are to overflow on common areas.

(c) The defect mentioned above is manufacturing structural defect and not caused by wear and tear or by weather fluctuations (such as crack developed in plaster) or lack of maintenance on the part of the Allottee or the organization (as the case may be). Regarding the items which are got manufactured or supplied by Promoter from outside agencies (e.g. lift, generator, inverter, kitchen trolley, kitchen gas supply machinery, mechanical parking, -CC TV, hardware fittings, Solar Systems, Pumps, Fire fighting systems, Bath faucets, electrical meters, Transformer, Distribution Board etc) and who have given their guarantees, the said guarantees, subject to the terms thereof, shall continue and shall be the contracts between the said manufacturer or supplier and the Allottee or organization since the date of delivery of possession of the flat/ unit to the allottee and the Promoter shall not be responsible for the same. Further any measure repair of above such items mentioned in this clause occurs due to any reason and which does not fall under warranty shall be borne by the Allottee in equal share by default.

The Allottee shall use the Apartment or any part thereof or permit the same to be used for permitted purpose only. He/She/They shall use the parking space only for purpose of keeping or parking vehicle.

The said building has total ---- shops & the same can be used to do any sort of business such as Hotel, Restaurants, Super Shoppe, Liquor Shop, any sort of business which fits into legal Aspects. The Allottee is well aware of the said fact & has no objection for the same in now & in future. With this clause Allottee has given his/her/ their irrevocable Consent to do any sort of business in the said Shop no -----.

9. Unless prevented by circumstances beyond the control of the Promoter, it is agreed that the said land or any part thereof along with building/s constructed or to be constructed thereon shall be submitted to the provisions of Apartment Ownership Act, or an association of persons under the prevailing law, and apartment will be conveyed by the owners and the Promoters herein within three months from and after (i) completion of construction of the building in the scheme and utilisation of entire FSI/FAR and TDR, permissible to be utilised on the said Plot as per Development Control Rules (whether previously got sanctioned or not) (ii) booking and sale of all units in the scheme, (iii) acceptance of the draft of Deed of Declaration and Deed of Apartment by the parties concerned (i.e. owner, promoter and apartment/unit purchaser/allottee/s) by their mutual consent and (iv) after payment of all dues, amounts and considerations including stamp duty etc. by all unit purchaser/allottee/s, whichever is later. This agreement itself is a Declaration by the Allottee as provided under Apartment Ownership Act, read with Apartment Ownership Rules thereby submitting their apartments to the provisions of the said Act.

Such Declaration u/s 2 of the Apartment Ownership Act shall be executed or any other document forming an association as prescribed under Law shall be executed as per the scheme evolved by the Promoter and subject to the exclusive, limited common, etc. rights of the unit/s holders and their association/s and commitments of Promoter. The Promoter shall be entitled to amend/frame the Bye laws, Rules etc. of the Association as per the terms of this Agreement and also with a view to maintain decorum, beautification of the building, open ground and common amenities.

Commencing a week after notice in writing is given by the Promoter to the Allottee/s that the Apartment is ready for the use and occupation, the Allottee/s shall be liable to bear and pay from the date of the possession of his apartment the proportionate share (i.e. in proportion to the floor area of the apartment/s or in lump-sum monthly amount) of outgoings in respect of the saidland and building 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 of the said land and building/s. Until the Association of Apartment Owners is formed and registered and the said land and building/s or the administration of the building/s is handed over or transferred to it, the Allottee/s further agrees that till the apartment allottee's share is so determined the allottee herein shall pay to the Promoter or to such person as may be nominated by the Promoter provisional monthly contribution for 24 (twenty- four) months calculated at Rs.\_\_\_\_\_per sq.ft. of the carpet area per month totaling to Rs.\_\_\_\_\_ (Rs. \_\_\_\_\_ only) towards the outgoings. GST (Currently 5%) will be applied separately. The amounts so paid by the allottee/s shall not carry any interest and remain with the Promoter or the concerned person as the case may be until a conveyance is executed in favour of the unit purchasers / allottees as aforesaid. After deducting the expenses for the aforesaid purposes, the remaining balance, if any, shall be paid by the Promoter or the concerned person to the Association within one month from the date of conveyance as aforesaid, and if any dues or over expenses are incurred for aforesaid purposes, the same shall be proportionately paid by the Allottee/s to the Promoters or concerned person prior to the Final Conveyance Deed as aforesaid. The Allottee/s undertake/s to pay such provisional monthly contribution and such proportionate share of outgoings regularly on the 5th day of each and every month in advance and shall not withhold the same for any reason whatsoever. The Allottee herein has specifically agreed to pay his contribution for running and maintaining the lifts/elevators, generators, inverters / batteries (if provided in the said building) irrespective of the floor on which the Apartment is located and also irrespective of the use of the lifts/elevators by theAllottee. At the end of one year from the date of delivery of possession of the Apartment the Promoter shall be entitled to re- evaluate the amount specified above and period required to maintain the facilities and if necessary to demand additional amount towards the same for said Two year and even for one ormore additional year/s.

10. The Promoter shall bear legal charges, share money, charges for formation and registration of Association of apartment owners, Electricity Distribution Company , meter deposit, Transformer charges, if any, common meter installation charges, infrastructure charges and misc. expenses etc. No amount for the said items is being taken by the Promoter from the Allottee/s and hence account thereof cannot and will not be maintained and given.
11. At the time of registration of conveyance of the said Apartment, the Allottee shall pay to the Promoter all their dues including but not limited to the Allottees' share of stamp duty and registration charges payable (if any), by the said Allottee.
12. **REPRESENTATIONS AND WARRANTIES OF THE PROMOTER**The Promoter hereby represents and warrants to the Allottee as follows :
  - i. The Promoter has clear and marketable title with respect to the project land; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;

- ii. The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;
- iii. There are no encumbrances upon the project land or the Project except those disclosed in the title report;
- iv. There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report ;
- v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and saidbuilding/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, projectland and said building/wing shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/wing andcommon areas;

As per Brochure Client or Allottee is completely aware the changes made timely as & when required by promoter & Such changes or deletion of specification's or Amenities are known to the Allottee & also gives unequivocal consent any further changes, modification made by Promoter.

- i. The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- vii. The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the project land, including the Project and the said Apartment which will, in any manner, affect the rights of Allottee under this Agreement;
- viii. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment to the Allottee in the manner contemplated in this Agreement;
- ix. The Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas and facilities to the Association of the Allottees on -----
- x. The Promoter has duly paid and shall continue to pay and discharge undisputed government 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;
- xi. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice foracquisition or requisition of the said property) has been received or served upon the Promoter in respect of the project land and/or the Project except those disclosed in the title report.

**13. The Allottee/s or himself/themselves with intention to bring all persons into whosoever hands the Apartment may come, hereby covenants with the Promoter as follows :-**

- i. To maintain the Apartment at the Allottee's own cost in good and tenantable repair and condition from the date that of possession of the Apartment is taken and shall not do or suffer to be done anything in or to the building in which the Apartment is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Apartment is situated and the Apartment itself or any part thereof without the consent of the local authorities, if required.
- ii. Not to store in the Apartment any goods which are ofhazardous, combustible or dangerous nature or are soheavy as to damage the construction or structure of the building in which

the Apartment is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Apartment is situated, including entrances of the building in which the Apartment is situated, including entrances of the building in which the Apartment is situated and in case any damage is caused to the building in which the Apartment is situated or the Apartment on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.

- iii. To carry out at his own cost all internal repairs to the said Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the Promoter to the Allottee and shall not do or suffer to be done anything in or to the building in which the Apartment is situated or the Apartment which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- iv. Not to demolish or cause to be demolished the Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the Apartment and the appurtenances thereto in good tenable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs, Wall Claddings, or RCC, Partis or other structural members in the Apartment without the prior written permission of the Promoter and/or the Association.
- v. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- vi. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the project land and the building in which the Apartment is situated.
- vii. Pay to the Promoter within fifteen days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Apartment is situated.
- viii. To bear and pay increase in local taxes, NA taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Apartment by the Allottee for any purposes other than for purpose for which it is sold.
- ix. The Allottee shall not let, sub-let, give on leave and license basis, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Apartment until all the dues payable by the Allottee to the Promoter under this Agreement are fully paid up.
- x. The Allottee shall observe and perform all the rules and regulations which the Association may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Apartments therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of

Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Association regarding the occupancy and use of the Apartment in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

- xī. Till the entire project is completed in all respects and the building and common area and facilities are handed over to the Association the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.
- xii. Not to obstruct the development work for any reason and in any way.
- xiii. In the event of the Promoter carrying out any work of additions and/or alterations as per instructions of the Allottee to keep the Promoter harmless and indemnified from all or any actions if taken by any person or authority or incidentals thereof. The Promoter shall not be bound to obtain completion/occupation certificate as per such additions or alterations which work shall be done by the Allottee at his own costs and risk.
- xiv. If the Allottee shall desire to fit grill/s to the balconies and/or windows then he/she shall do so only after completion of the entire project and obtaining written consent of the Promoter and at his/her own costs and responsibility and only as per the designs and specifications approved by the Promoter.
- xv. The Allottee shall not dry or hang clothes in the balconies.
- xvi. If the unit allotted is a non-residential unit then the Allottee shall use the same only for agreed/sanctioned/permitted purpose and shall not change the use without prior written permission of the Promoter or Association as the case maybe.
- xvii. Till a separate electric meter or a water meter is installed/allotted by the U.P.C.L./U.P.J.N. concerned authority, the Allottee herein hereby agrees to bear and pay punctually the amounts and charges of the common electric and water meter and also the expenses for the maintenance of the common areas and facilities in proportion to the area of his/her apartment/unit.
- xviii. If after delivery of possession of the said unit, the Promoter or Association is required to carry out repairs including for stopping leakage of water in the toilet, then the Allottee herein shall permit the Promoter or Association as the case may be to carry out such repairs without delay and shall give required help therefor. If such leakage is due to alterations made by the Allottee or due to negligence of the Allottee then the Allottee shall be liable to carry out the said repairs and pay cost therefor.
- xix. The Allottee/s shall keep the facade and outer surfaces of the building in the same condition and maintain the same to the extent of his/her unit. Allottee/s shall not do or cause to be done or abstain from doing any act which will affect the beauty, grandeur and peace of the building. The Allottee/s shall not cause any nuisance to other purchaser/allottee/s and occupiers and Promoter in any manner whatever.
- xx. The Promoter advises the Allottee not to visit the site during the period of construction work for various purposes including safety. Allottee and/or any person on his/her/their behalf shall not be entitled to enter the site of construction for any purpose without prior permission of the Promoter. Promoter may allow Allottee and his/her/their immediate family (excluding children below 15 years of age) visit of the apartment purchased by him/her/them on one day in a month and on restricted hours in the presence of his/her representative for checking the progress of the work of his/her/their apartment. Allottee and his/her family will arrange for their own gear viz. helmet and boots and visit the construction site at their own risk. Promoter shall not be responsible for any accident or injury. Also if due to action or non action of the visitors any harm be caused to the site or to the men of the Promoter or any other person then Allottee shall be responsible for the

same. Promoter reserves its right to prohibit the Allottee or any person from visiting the site or his/her/their apartment for any reason including safety, nuisance, etc. and decision of the Promoter shall be final.

- xxi. The Allottee/s shall not use elevator for transportation of material to be taken for the purpose of any work by the purchaser or his workers appointed.
  - xxii. The Allottee shall not erect dish or other antennae outside the Apartment / building which shall be erected only on the roof of the building in the place designated for the same by the Promoter.
  - xxiii. The Promoter may at its discretion allow use of the premises in the said building for any commercial use including (but not limited to) restaurant, showroom, shopping mall, service centre, permit room, wine shop, transport business, any business causing loud noise, odor or having entry and exit by public at large etc. and the Allottee/s herein has/have hereby given his/her/their irrevocable consent therefor and shall not be entitled to raise any objection for the same. If Allottee fails to act as above or breaches any term, the Promoter shall be entitled to terminate this agreement.
14. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartments or of the said Plot and Building or any part thereof. The Allottee shall have no claim save and except in respect of the Apartment hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces, recreation spaces, will remain the property of the Promoter until the said structure of the building and the project land is transferred to the Association .
15. **PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE** After the Promoter executes this Agreement he/she shall not mortgage or create a charge on the Apartment and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such Apartment.
16. **It is agreed by and between the Parties as under -**
- I. The name of the project shall be “**VINAY HEIGHTS**” and this name shall not be changed without the written consent of the Promoter.
  - II. The Promoter has made full and true disclosure of the title of the said land as well as the encumbrances, if any, known to the Promoter. The Promoter has also disclosed to the Allottee nature of its right, title and interest or right to construct building. The Promoter has also given inspection of all the documents to the Allottee /s as required by law. The Allottee/s having acquainted himself/herself/themselves with all the facts and right of the Promoter has entered into this Agreement. The Allottee/s hereinafter shall not be entitled to challenge or question the title and the right/authority of the Promoter in respect of the said land and to enter into this agreement. At any stage during the implementation of the scheme the Promoter shall be at liberty to sell, assign or transfer or enter into joint venture / partnership or mortgage or demerge or convert itself to another entity having different name or otherwise deal with its title and interest in the said land and buildings to be constructed without affecting the rights granted in favour of the Allottee in respect of the unit agreed to be purchased by him as per the terms of the Agreements. Allottee has hereby given his irrevocable consent therefor.
  - III. Any delay tolerated or indulgence shown or omission on the part of the Promoter in enforcing the terms of this agreement or any forbearance or giving of time to the Allottee/s by the Promoter shall not be construed as the waiver on the part of the Promoter of any breach or non-compliance of any of the terms and conditions of this agreement by the

Allottee/s nor shall the same in any manner prejudice the rights of the Promoter.

- IV. The apartment/unit purchasers/ allottees hereby irrevocably empower the Promoter and anyone of its partner / Director as powerof attorney holder of the apartment/unit purchaser/ allottee to execute any document, letter etc. thereby permitting the Promoter to utilize balance or additional FSI/FAR and TDR and for the said purpose to revise the layout and building plans from time to time, to avail of any benefits, to obtain FSI/FAR for open space and get the building plan for open space sanctioned, to give consent for mortgage of the said land by the Promoter, to give consent to the draft of deed of declaration, deed of apartment and deed of correction (if any) and to execute the declaration or its correction deed or Memorandum of association therefor, to register the above documents, to permit allotment/sale of terraces and generally to do all acts, deeds and things by signature or otherwise for carrying out the said scheme at the discretion of the Promoter. All acts to be done without affecting the rights of the Allottee to the said Apartment.
- V. If any tax, cess, duty, premium or like some be levied or made applicable by any authority in future on the subject relating to this Agreement then the Promoter shall be entitled and the Allottee shall be liable to pay to the Promoter the said additional amount in proportion to the area of the said Apartment or as may be made applicable. The said amount shall be paid by the Allottee within 15 days from the date of demand made by the Promoter. If Allottee fails to pay the said amount with the said time limit then the Promoter shall be entitled to interest thereon and/or to terminate the Agreement.
- VI. Provided that the Promoter does not in any way affect or prejudice the right hereby granted in favour of the Allottee in respect of the said apartment, the Promoter as per the provisions of the RERA shall be at liberty to sell, assign or otherwise deal with or dispose offtheir right, title and interest in the said entire scheme or under this agreement or in the said building hereinafter to be constructed thereon.
- VII. After the possession of the premises/building is handed over or aftergetting the completion certificate of the building by concerned local authority if any work thereafter is required to be carried out by the Government or Municipality or any statutory authority, the same shall be carried out by the Allottee in co-operation with the Allottees of the other apartments in the said building at their own costs and the Promoter shall not be in any manner liable or responsible for thesame.
- VIII. The Allottee has hereby irrevocably authorised the Promoter to prepare the layout and building plans of the said land and to submit the same to the requisite authorities and obtain their sanction, to revise the plans and for the said purposes to sign all plans, applications, statements, consents etc. without in any manner making the Allottee liable for any costs.
- IX. IT IS ALSO UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES HERETO that the terrace space/s adjacent to the terrace apartments in the said building, if any, shall belong exclusively to the Promoter or respective purchaser/allottee of the terrace apartment/units if so allotted by the Promoter and suchterrace spaces are intended for the exclusive use of the respective terrace apartment/unit Allottee. The said terrace shall not be enclosed by the apartment/unit Allottee till the permission in writingis obtained from the concerned local authority and the Promoter or the Association as the case may be. The Promoter shall have the right to construct apartment/units etc. on the terraces of the existing building and utilise the FSI/FAR obtained for Road Widening/Internal Road or any other TDR obtained by the Promoter.
- X. If any amount due and payable by the Allottee remains unpaid then the Promoter at its discretion and without prejudice to its other rightsshall be entitled to adjust and satisfy such dues from any other amount paid by the Allottee or from any amount payable to the Allottee

and adjust the account accordingly and in case still there are dues from Allottee make demand accordingly.

- XI. Any exclusive use allotted by the Promoter shall be subject to the right of the Association and its agents of use of the same for the specific purpose and to the extent necessary of maintenance and repairs of the common amenities such as drainage, water and electrical lines, etc. All areas, etc. which are not allowed for exclusive use to any other person/s, shall remain for the exclusive use of the Promoter and the Allottee herein shall not object to the same nor obstruct the Promoter from allowing such exclusive use to any other person/s.
- XII. The Promoter at its discretion shall be entitled to amalgamate the said Plot described in the First Schedule hereunder written with the adjoining plots/land and to jointly carry out the scheme and in the said event from time to time change/prepare the layout, change the locations of the buildings and open spaces (if any) and internal roads (if any) and get them sanctioned from proper authorities and to do all such other acts as may be required by the Promoter or legal provisions applicable therefor. The Allottee has/have given the consent for the same and if required give such consent in future.
- XIII. If any portion of the said property adjoining the existing road or otherwise is or will be reserved for the purpose of road widening or D.P. Road then the corporation/concerned authority may pay the compensation therefor in terms of additional F.S.I./F.A.R. in respect of the said portion under the road widening to be utilised in the remaining portion of the Property or in any other property by floating the F.S.I./F.A.R. In such an event and as and when such FSI/FAR is granted, the Promoter shall be entitled to use the same and additional built up area in the said property either by way of construction of new building or extension of the buildings which are presently permitted or in any other property as per the discretion of the Promoter. The Allottee has hereby given his irrevocable consent therefor and the Promoter shall be entitled to revise the plans, get the same sanctioned from concerned authority, construct the additional units permitted by concerned authority and to allot/sell them to various persons. The Allottee shall have no objection for the said new allottees to be admitted as members of the Association. If the Concerned Authority refuses to permit the FSI/FAR in respect of the area under road widening then the Promoter alone shall be entitled to the compensation in respect thereof.
- XIV. The Promoter shall be entitled to use the present unutilised and/or additional built up area/F.S.I./F.A.R./T.D.R. in respect of the said Property in any other property by floating the same and/or in the same property as and when the same is permitted either by way of construction of new building or extension of the building which are presently permitted. Likewise the Promoter shall also be entitled to use FSI/FAR pertaining other property in this Property as and when permitted by Concerned Authority. The Allottee has hereby given his irrevocable consent therefor and the Promoter shall be entitled to revise the plans, get them sanctioned from concerned authority, construct the additional units permitted by Concerned Authority and to allot/sell them to various persons. The Allottee shall have no objection for the said new allottees to be admitted as members of the Association. The Association shall get the new transferees admitted as its members. Notwithstanding anything contained in this Agreement to the contrary the Promoter shall be entitled to utilise any balance and/or additional FSI/FAR and/or TDR as stated in above paras on any open space and/or on terraces above the building/s either prior to or after completion of building/s and even after conveyance of the property. The Promoter shall also be entitled to transfer or assign the said right to any other person. The property shall be conveyed subject to the said right.

- XV. The Allottee hereby irrevocably authorises the Promoter to represent him before the concerned authorities in all matters regarding the property tax, assessment and re-assessment before the concerned authorities and the decisions taken by the Promoter in this regard shall be binding on the Allottee. The Promoter may till the execution of the final conveyance represent the Allottee to do all the necessary things/acts in all the departments of the concerned authority, Collectorate, Road, Water, Building Tax assessment, Govt. and Semi-Govt. departments, etc. and the same shall stand ratified and confirmed by the Allottee herein.
- XVI. The Promoter herein may be constructing the said building in parts and it is possible that even after delivery of possession of the said Apartment construction of remaining portion may continue. The Allottee herein undertakes not to raise any objection on any ground whatsoever including nuisance or shall not obstruct the construction in any manner. The Allottee hereby gives his irrevocable consent for revision/amendment of the plans position of dust bins, transformer plinths, pumping stations etc. and also further revise or amend the said revised plans as and when thought necessary by the Promoter or as and when required by the Promoter, provided that the Promoter shall not make changes in the apartment/unit hereby agreed to be sold without prior written permission of the Allottee.
- XVII. It is specifically agreed between the Parties that even if the Association of all the unit holders is formed and registered and conveyance completed the Promoter will not be liable to pay any transfer fee, entrance fee, or any fee or charges under any head and also will not be liable to contribute towards the common expenses or maintenance charges or any amount under any head towards the share in common expenses in respect of the unsold apartments. The allottees of such units shall be liable to pay maintenance from the date of allotment and delivery of possession.
- XVIII. It is hereby made clear that the Promoter shall be entitled to use the marginal open space/s as an access for another building, land and allow such access to any other person/s and the Allottee/s herein or the organisation in which he will become a member shall not be entitled to object the said use by the Promoter or its nominee/s or assignee/s and the apartment or the property shall be conveyed subject to the said right of the Promoter and this term is the essence of this agreement.
- XIX. As the Promoter will be applying to the concerned authorities for giving separate water connections for the building and electricity meters and connections for the apartment of the Allottee if there is a delay in obtaining the water and electricity connections from the concerned departments then in that case the Promoter may provide electrical connections/water supply through any other temporary arrangement due to which if there is improper supply of water/electricity the Promoter shall not be held responsible for the same and the Allottee hereby consents for any temporary arrangement that may be made in the said interim period. The Allottee shall pay for the proportionate charges as demanded, determined and decided by the Promoter. The Promoter shall be entitled to deduct any dues of such proportion or entire charges payable by the Allottee for the above from the maintenance deposit agrees for which the Allottee hereby gives his consents.
- XX. It is hereby made clear that as stated herein above the organization of all the Apartment Allottee/Unit holders for the said Building shall be Association of Apartment Owners to be formed and registered under the provisions of the Apartment Ownership Act, or any other law for the time being in force .
- XXI. It is declared by the Parties that they are all citizens of India and domiciled in India.
- XXII. (i) The Promoter at its discretion and option shall be entitled to enter into agreement with any person / company / agency for maintenance of the common areas and facilities for months or years with a view to ensure cleanliness thereof even after formation of

Association. The Allottee and Association shall be bound by the said contract. During the continuance of the scheme the maintenance charges paid by the Allottee after occupying the apartment agreed to be sold to him or interest accrued from the deposit paid by him, is never sufficient to cover the expenses of maintenance of the common areas and facilities, as similar charges are not collected from the other apartments / unsold apartments. The Allottee herein agrees to the above fact and hence agrees that he will not demand account therefor till the entire scheme is complete and maintenance is handed over to the Association.

(ii) It is made clear that presently approx. period of ----- months is required for obtaining completion certificate from the Concerned Authority after completion of the development and the building and filing of the application. For the said reason the Promoter shall obtain certificate of the Architect about the building work having been completed and on the request of the Allottee the Promoter shall deliver possession of the apartment for the purpose of interior works, pooja, etc. The Allottee shall be liable to pay maintenance charges from the date of delivery of such possession.

#### **17. BINDING EFFECT**

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

#### **18. ENTIRE AGREEMENT**

This Agreement, along with its schedules and annexures, 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, arrangement whether written or oral, if any, between the Parties in regard to the said apartment / plot/ building, as the case may be.

#### **19. RIGHT TO AMEND**

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

#### **20. PROVISION OF THIS AGREEMENT APPLICABLE TO ALLOTTEE / SUBSEQUENT ALLOTTEES**

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent allottees of the Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.

#### **21. SEVERABILITY**

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

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

Wherever in this Agreement it is stipulated that the Allottee has to make any payment in common with

other Allottee(s) in Project, the same shall be equal along with the other apartments in the Project.

**23. FURTHER ASSURANCES**

Both parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in addition 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.

**24. PLACE OF EXECUTION**

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

25. The Allottee and/or Promoter shall present this Agreement as well as the conveyance at the proper registration office of registration within the time limit prescribed by the Registration Act and the Promoter or his Power of Attorney Holder or signing authority will attend such office and admit execution thereof.
26. That all notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by Registered Post A.D. and notified Email ID at their respective address / specified below :-

Name of Allottee :

Allottee's Address :

Email ID :

Promoter Name : **M/s SHRIKANTH INFRA**

Promoter Address : .....

Email ID : .....

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

**27. JOINT ALLOTTEE**

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

28. **Stamp Duty and Registration** - The charges towards stamp duty and Registration of this Agreement shall be borne by the Allottee.

The consideration of the said apartment/accommodation as agreed between the Promoter and the Allottee herein is as per the prevailing market rate in the subject locality, which is the true and fair market value of the said apartment/accommodation. The stamp duty payable to this agreement is as per the Circle rate list issued by DM Varanasi. The Allottee/s herein has paid stamp duty of Rs. \_\_\_\_\_ Rupees

\_\_\_\_\_ only) on the carpet area of Sq.mtrs. which is equivalent to carpet x 1.1 = built up area of Sq.mtrs. The parties hereto shall be entitled to get the aforesaid stamp duty adjusted, leviable on the conveyance, which is to be executed by the Owner/Promoter herein in favour of the Allottee herein. If additional stamp duty is required to be paid

at the time of conveyance the same shall be paid by the Allottee.

29. **Dispute Resolution** - Any dispute between parties shall be settled amicably. In case of failure to settle the dispute amicably, which shall be referred to the U.P. RERA Authority as per the provisions of the Real Estate (Regulation and Development) Act 2016, Rules and Regulations, thereunder.

**30. 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 laws of India for the time being in force and the **Varanasi** courts will have the jurisdiction for this Agreement.

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

**FIRST SCHEDULE ABOVE REFERRED TO**

All that piece and parcel of land situated within the Registration, Sub- Dist., ....., Dist. Varanasi in the State of Varanasi and within the limits of Village Panchayat of ..... bearing Plot No..... admeasuring ..... Sq.mtrs. formed out of the original Plots ..... and ..... of the property known as ..... or ..... situated at ..... which property is described in the Office of the Land Registrar under No..... of Book ..... (new) and enrolled in the Taluka Revenue Office under No..... and is surveyed under No..... of village .....

**SECOND SCHEDULE ABOVE REFERRED TO**

**A] COMMON AREAS AND FACILITIES:**

1. The land described in the First Schedule above (subject to the right of exclusive uses that will be allotted to various units).
2. The footings, RCC structures and main walls of the building.
3. Staircase column and lift (if any) in the building.
4. Common drainage, water and electrical lines.
5. Common ground water storage tanks and overhead water reservoirs and plumbing machinery, pumps etc.
6. Compound walls, fencing and gates.
7. Swimming Pool
8. Solar Water Heater
9. Top terrace above Apartment Nos..... which is shown in red colour boundary line in the plan annexed hereto.

**B] LIMITED COMMON AREAS AND FACILITIES:**

1. Partition walls between the two units shall be limited common property of the said two units.
2. Terraces adjacent to the terrace flats shall exclusively belong to such respective flats.
3. Other exclusive and limited common areas and facilities as mentioned in body of this agreement.

**SIGNED AND DELIVERED BY THE WITHIN NAMED**

<b>Allottee :</b>	
-------------------	--

(1) \_\_\_\_\_

(2) \_\_\_\_\_

At \_\_\_\_\_ on \_\_\_\_\_

in the presence of WITNESSES :

1. Name \_\_\_\_\_

Signature \_\_\_\_\_

2. Name \_\_\_\_\_

Signature \_\_\_\_\_

**SIGNED AND DELIVERED BY THE WITHIN NAMED**

<b>Promoter :</b> Through their Power of attorney holder	Please affix photograph and sign across the photograph
---	--

(1) \_\_\_\_\_

(Authorised Signatory) WITNESSES :Name \_

Signature \_\_\_\_\_

Name \_\_\_\_\_

Signature \_\_\_\_\_

**Note** – Execution clauses to be finalised in individual cases having regard to the constitution of the parties to the Agreement.

**SCHEDULE 'A'**

**DESCRIPTION OF THE APARTMENT ALONG WITH BOUNDARIES IN ALL FOUR DIRECTIONS**

Apartment No. \_\_\_\_\_ on the \_\_\_\_\_ floor consists of One Bedroom Kitchen Hall (1 BHK) totally admeasuring carpet area \_\_\_\_\_ Sq.mtrs. [as defined in RERA] and including balconies admeasuring carpet area of \_\_\_\_\_ sq. mtrs. and adjoining terrace admeasuring \_\_\_\_\_ Sq.mtrs and bounded as follows –

On or towards the East : By Front side margin & Adjoining Road

On or towards the South: By Front side margin & Adjoining plot with the road. On or

towards the West : By Apartment No..... & Side margin of Building On or towards the

North : By Apartment No..... & Lift Passage of Building.

along with proportionate undivided share in the common areas and facilities and along with the exclusive use of Covered Carpark No. \_\_\_\_\_ admeasuring \_\_\_\_\_ Sq.mtrs.

**SCHEDULE 'B'**

FLOOR PLAN OF THE APARTMENT

**ANNEXURE A**

Name of the Attorney at Law / Advocate, Address

:

Date :

No.

RE. :

Title Report

Details of the Title Report

The Schedule Above Referred to

(Description of property)

Place :

Dated ..... day of .....20.....

(Signed)

Signature of Attorney-at-Law / Advocate

**ANNEXURE B**

(Authenticated copies of extract Village Forms I and XIV or any other revenue record showing nature of the title of the Owner/Promoter to the project land)

**ANNEXURE C-1**

(Authenticated copies of the plans of the Layout as approved by the concerned Local Authority)

**ANNEXURE C-2**

(Authenticated copies of the plans of the Layout as proposed by the Promoter and according to which the construction of the buildings and open spaces are proposed to be provided for on the said project)

**ANNEXURE-D**

(Authenticated copies of the plans and specifications of the Apartment agreed to be purchased by the Allottee as approved by the concerned local authority)

**ANNEXURE-E**

(Specification and amenities for the Apartment)

**ANNEXURE-E**

(Authenticated copy of the Registration Certificate of the Project granted by the Real Estate Regulatory Authority)

**ANNEXURE-G**

(Completion Order)

1(g) The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. 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 Allottee within forty five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand additional amount 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 meter as agreed in clause 1(a) of this Agreement.

1(h) The Allottee authorizes the Promoter to adjust / appropriate all payments made by him / her under the 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 undertakes not to object / demand / direct the Promoter to adjust his/her payments in any manner

The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulation and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Apartment to the Allottee, obtain from the concerned local authority occupancy and/or completion certificate in respect of the Apartment.

Time is essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the Apartment to the Allottee and the common areas to the association of the allottees after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in clause 1(c) herein above ("Payment Plan")

3. The Promoter hereby declares that the Floor Space Index / F.A.R. i.e. total built-up area available as on date in respect of Building **VINAY HEIGHTS** in the Project land is ----- **Sq.mtrs.** only and Promoter has planned to utilize Floor Space Index of NA by availing of TDR of FSI/FAR available on payment of premiums or FSI/FAR available as incentive FSI/FAR by implementing various scheme as mentioned in the VDA Varanasi.

If the Promoter fails to abide by the time schedule for completing the project and handing over the Apartment to the Allottee, the Promoter agrees to pay to the Allottee, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Allottee, for every month of delay, till the handing over of the possession. However if the delay is not attributable to the promoter such as force majeure, etc the purchaser shall not be entitled to claim any interest on the same . The Allottee agrees to pay to the Promoter, interest as specified in the Rule, on all the delayed payment which become due and payable by the Allottee to the Promoter under the terms of this Agreement from the date the said amount is payable by the Allottee(s) to the Promoter.

Without prejudice to the right of Promoter to charge interest in terms of sub clause 4.1 above, on the Allottee committing default in payment on due date of any amount due and

payable by the Allottee to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Allottee committing three defaults of payment of installments, or the Allottee committing breach of any term of this agreement, the Promoter shall at its own option, may terminate this Agreement once the agreement is terminated for reasons mentioned above the rights of the purchaser shall stand forfeited & the purchaser shall not be entitled to the said apartment & only shall be entitled for refund of the amount as stated above.

Provided that, Promoter shall give notice of fifteen days in writing to the Allottee, by Registered Post AD at the Address provided by the Allottee and mail at the e-mail address provided by the Allottee, of his intention to terminate this Agreement and of the specific breach or breaches of terms and condition in respect of which it is intended to terminate the Agreement. If the Allottee fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, Promoter shall be entitled to terminate this Agreement.

Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refunded to the Allottee subject to adjustment and recovery of any agreed liquidated damages of Rs. -----/- or decide by Promoter payable to Promoter within a period of thirty days of the termination, the installments of sale consideration of the Apartment which may till then have been paid by the Allottee to the Promoter. The amount will be refunded to the Allottee at the time of the Allottee executing and registering Deed of Cancellation of this agreement and on resale of the said apartment by the Promoter to other person whichever is later. The allottee shall bear the costs of cancellation such as legal expenses for execution & registration of Cancellation Deed & promoter shall not be responsible for the refund of stamp duty on the agreement paid by the purchaser .

Provided further that the Promoter at its option and discretion, without terminating the agreement, shall be entitled for specific performance thereof and to recover the amount due with interest thereon and in addition the Promoter shall also be entitled to damages and losses suffered because of the delay in payment of the balance consideration. In the above event as Promoter has opted not to terminate the agreement, the Promoter shall not be liable to refund the amount. Also the Promoter may exercise the option either to terminate or not terminate the agreement at any time after default and especially when the Promoter receives concrete offer for re-sale of the Apartment so that after termination Promoter will be able to execute the agreement with the new purchaser/allottee.

The Allottee is aware that depending upon various promises and assurances given by the Allottee, the Promoter has incurred and shall incur the expenditure and will make commitments to third parties and therefore in the event of cancellation of the Agreement by the Allottee for any reason whatsoever, the Promoter in addition and without prejudice to other remedies and rights and towards reimbursement and damages, shall suffer great loss and hardship and work may be affected. Therefore in the event of this Agreement being terminated by the Allottee for any reason whatsoever, the Promoter shall be entitled to retain, withhold and forfeit a minimum amount of Rs.----/- or 20% whichever is higher from and out of the amount so far then paid by the Allottee to the Promoter and the Promoter shall be liable to repay only the balance amount (if any) from the amount received by the Promoter on resale of the said Apartment The forfeiture amount shall be quantified by the promoter on the time lapse for cancellation in tune of interest @ 12 % per month on the amount . In this case reduction in price of the apartment will be

considered as damages/loss of the Promoter in addition to other loss and expenses. Thus in case of termination of this agreement for any reason, taxes such as GST / VAT etc. already paid / reimbursed shall not be refunded by the Promoter to the Allottee. Also any extra item will done as per requirement of Allottee shall also be recover by the Promoter from the amount paid by the Allottee.

9. The fixture and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particular brand, or price range (if unbranded) to be provided by the Promoter in the said building and the Apartment as are set out in Annexure 'E', annexed hereto.

10. The Promoter shall give possession of the Apartment to the Allottee on or before ----- . If the Promoter fails or neglects to give possession of the Apartment to the Allottee on account of reasons beyond its control and of its agents by the aforesaid date then the Promoter shall be liable on demand to refund to the Allottee the amounts already received by him/her in respect of the Apartment with interest at the same rate as may mentioned in the clause 4.1 hereinabove from the date the Promoter received the sum till the date the amounts and interest thereon is repaid.

Provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of Apartment on the aforesaid date, if the completion of building in which the Apartment is to be situated is delayed on account of –

- (i) war, civil commotion or act of God
- (ii) any notice, order, rule, notification of the Government and/or other public or competent authority / court, Environment Authority, authority under Mines and Minerals, Collector, or any disputes or matters relating to the property pending final determination by the courts or any other authorities
- (iii) non-availability of steel, cement, other building materials, water or electric supply, labour force etc.;
- (iv) Changes in any Rules, Regulations and Bye-Laws of various statutory bodies and authorities from time to time then affecting the development and the project.
- (v) Delay in grant of any sanction of plan, NOC/permission/licensee connection/installation of any services such as lifts, electricity and water connections and meters to the Scheme/Apartment, Road NOC or completion certificate from appropriate authority.
- (vi) Delay or default in payment of dues by the allottee under these presents.
- (vii) Pendency of any litigation.
- (viii) Any act beyond the control of the Promoter.
- (ix) Non availability of adequate labour for any reason.
- (x) Force-Majeure
- (xi) **Procedure for taking possession** – The Promoter, upon obtaining the occupancy certificate from the competent authority and the payment made by the Allottee as per the agreement shall offer in writing the possession of the Apartment, to the Allottee in terms of this Agreement to be taken within 15 days from the date

of issue of such notice and the Promoter shall give possession of the Apartment to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in

case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter or association of allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within 7 days of receiving the occupancy certificate of the project.

(xii) The Allottee shall take possession of the Apartment within 15 days of the written notice from the Promoter to the Allottee intimating that the said Apartments are ready for use and occupancy.

(xiii) **Failure of Allottee to take Possession of Apartment** : Upon receiving a written intimation from the Promoter as per clause 7.1 the Allottee 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. In case the Allottee fails to take possession within the time provided in clause 7.1 such Allottee shall continue to be liable to pay maintenance charges as applicable, subject however that the Promoter shall be entitled to terminate this agreement for the reason of Allottee failing to act as above.

(xiv) If within a period of five years from the date of handing over the Apartment to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the Apartment or the building in

which the Apartment are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at its own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act.

Provided however, that it is agreed that the prescribed liability period under the Act shall be deemed to have commenced from the date of obtaining the Completion Certificate or from the date on which the Promoter has given the necessary intimation under this clause, whichever is earlier.

Provided further that the Allottee/s shall not carry out any alterations of whatsoever nature in the said apartment or in the fittings therein, in particular it is hereby agreed that the Allottee/s shall not make any alterations in any of the fittings, pipes, water supply connections or any of the erection in the bathroom as this may result in seepage of the water. If any of such works are carried out without the written consent of the Promoter, the defect liability automatically shall become void. Further, the allottee shall be liable of paying damages, if any, to allottee / owner / user of the apartment below.

(a) The Allottee shall not damage, take support of any RCC members like RCC columns, RCC beams, or RCC slabs or make changes therein or affect the same in any manner without taking specific permission in writing from the Promoter.

(b) The Allottee specifically agrees not to undertake any addition/alteration without taking specific permission in writing from the promoters. He/They also agree not to change / alter position of the signage. No encroachment, on atrium / passage / stair etc. will be allowed. The Allottee shall occupy / display his materials, within boundaries of his/her apartment only. On no account goods are to overflow on common areas.

(c) The defect mentioned above is manufacturing structural defect and not

caused by wear and tear or by weather fluctuations (such as crack developed in plaster) or lack of maintenance on the

part of the Allottee or the organization (as the case may be). Regarding the items which are got manufactured or supplied by Promoter from outside agencies (e.g. lift, generator, inverter, kitchen trolley, kitchen gas supply machinery, mechanical parking, -CC TV. hardware fittings, Solar Systems, Pumps, Fire fighting systems, Bath faucets, electrical meters, Transformer, Distribution Board etc) and who have given their guarantees, the said guarantees, subject to the terms thereof, shall continue and shall be the contracts between the said manufacturer or supplier and the Allottee or organization since the date of delivery of possession of the flat/ unit to the allottee and the Promoter shall not be responsible for the same. Further any measure repair of above such items mentioned in this clause occurs due to any reason and which does not fall under warranty shall be borne by the Allottee in equal share by default.

The Allottee shall use the Apartment or any part thereof or permit the same to be used for permitted purpose only. He/She/They shall use the parking space only for purpose of keeping or parking vehicle.

The said building has total ---- shops & the same can be used to do any sort of business such as Hotel, Restaurants, Super Shoppe, Liquor Shop, any sort of business which fits into legal Aspects. The Allottee is well aware of the said fact & has no objection for the same in now & in future. With this clause Allottee has given his/her/ their irrevocable Consent to do any sort of business in the said Shop no -----.

31. Unless prevented by circumstances beyond the control of the Promoter, it is agreed that the said land or any part thereof along with building/s constructed or to be constructed thereon shall be submitted to the provisions of Apartment Ownership Act, or an association of persons under the prevailing law, and apartment will be conveyed by the owners and the Promoters herein within three months from and after (i) completion of construction of the building in the scheme and utilisation of entire FSI/FAR and TDR, permissible to be utilised on the said Plot as per Development Control Rules (whether previously got sanctioned or not) (ii) booking and sale of all units in the scheme, (iii) acceptance of the draft of Deed of Declaration and Deed of Apartment by the parties concerned (i.e. owner, promoter and apartment/unit purchaser/allottee/s) by their mutual consent and (iv) after payment of all dues, amounts and considerations including stamp duty etc. by all unit purchaser/allottee/s, whichever is later. This agreement itself is a Declaration by the Allottee as provided under Apartment Ownership Act, read with Apartment Ownership Rules thereby submitting their apartments to the provisions of the said Act.

Such Declaration u/s 2 of the Apartment Ownership Act shall be executed or any other document forming an association as prescribed under Law shall be executed as per the scheme evolved by the Promoter and subject to the exclusive, limited common, etc. rights of the unit/s holders and their association/s and commitments of Promoter. The Promoter shall be entitled to amend/frame the Bye laws, Rules etc. of the Association as per the terms of this Agreement and also with a view to maintain decorum, beautification of the building, open ground and common amenities.

Commencing a week after notice in writing is given by the Promoter to the Allottee/s that the Apartment is ready for the use and occupation, the Allottee/s shall be liable to bear and pay from the date of the possession of his apartment

the proportionate share (i.e. in proportion to the floor area of the apartment/s or in lump-sum monthly amount) of outgoings in respect of the said land and building 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 of the said land and building/s. Until the Association of Apartment Owners is formed and registered and the said land and building/s or the administration of the building/s is handed over or transferred to it, the Allottee/s further agrees that till the apartment allottee's share is so determined the allottee herein shall pay to the Promoter or to such person as may be nominated by the Promoter provisional monthly contribution for 24 (twenty- four) months calculated **at Rs.\_per sq.ft.** of the carpet area

per month totaling to **Rs.\_\_\_\_\_ (Rs. \_\_\_\_\_ only)**

towards the outgoings. GST (Currently 18%) will be applied separately. The amounts so paid by the allottee/s shall not carry any interest and remain with the Promoter or the concerned person as the case may be until a conveyance is executed in favour of the unit purchasers / allottees as aforesaid. After deducting the expenses for the aforesaid purposes, the remaining balance, if any, shall be paid by the Promoter or the concerned person to the Association within one month from the date of conveyance as aforesaid, and if any dues or over expenses are incurred for aforesaid purposes, the same shall be proportionately paid by the Allottee/s to the Promoters or concerned person prior to the Final Conveyance Deed as aforesaid. The Allottee/s undertake/s to pay such provisional monthly contribution and such proportionate share of outgoings regularly on the 5th day of each and every month in advance and shall not withhold the same for any reason whatsoever. The Allottee herein has specifically agreed to pay his contribution for running and maintaining the lifts/elevators, generators, inverters / batteries (if provided in the said building) irrespective of the floor on which the Apartment is located and also irrespective of the use of the lifts/elevators by the Allottee. At the end of one year from the date of delivery of possession of the Apartment the Promoter shall be entitled to re-evaluate the amount specified above and period required to maintain the facilities and if necessary to demand additional amount towards the same for said Two year and even for one or more additional year/s.

32. The Promoter shall bear legal charges, share money, charges for formation and registration of Association of apartment owners, Electricity Distribution Company , meter deposit, Transformer charges, if any, common meter installation charges, infrastructure charges and misc. expenses etc. No amount for the said items is being taken by the Promoter from the Allottee/s and hence account thereof cannot and will not be maintained and given.
33. At the time of registration of conveyance of the said Apartment, the Allottee shall pay to the Promoter all their dues including but not limited to the Allottees' share of stamp duty and registration charges payable (if any), by the said Allottee.
34. **REPRESENTATIONS AND WARRANTIES OF THE PROMOTER**The Promoter hereby represents and warrants to the Allottee as follows :
- vi. The Promoter has clear and marketable title with respect to the project land; as declared in the title report annexed to this agreement and has

the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;

vii. The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;

viii. There are no encumbrances upon the project land or the Project except those disclosed in the title report;

ix. There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report ;

x. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building/wing shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/wing and common areas;

v As per Brochure Client or Allottee is completely aware the changes made timely as & when required by promoter & Such changes or deletion of specification's or Amenities are known to the Allottee & also gives unequivocal consent any further changes, modification made by Promoter.

i. The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;

xii. 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 project land, including the Project and the said Apartment which will, in any manner, affect the rights of Allottee under this Agreement;

xiii. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment to the Allottee in the manner contemplated in this Agreement;

xiv. The Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas and facilities to the Association of the Allottees on -----

xv. The Promoter has duly paid and shall continue to pay and discharge undisputed government 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;

xvi. 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 or served upon the Promoter in respect of the project land and/or the Project except those disclosed in the title report.

35. **The Allottee/s or himself/themselves with intention to bring all persons into whosoever hands the Apartment may come, hereby covenants with the Promoter as follows :-**

XXIV. To maintain the Apartment at the Allottee's own cost in good and tenable repair and condition from the date that of possession of the Apartment is taken and shall not do or suffer to be done anything in or to the building in which the Apartment is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Apartment is situated and the Apartment itself or any part thereof without the consent of the local authorities, if required.

XXV. Not to store in the Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Apartment is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Apartment is situated, including entrances of the building in which the Apartment is situated, including entrances of the building in which the Apartment is situated and in case any damage is caused to the building in which the Apartment is situated or the Apartment on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.

XXVI. To carry out at his own cost all internal repairs to the said Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the Promoter to the Allottee and shall not do or suffer to be done anything in or to the building in which the Apartment is situated or the Apartment which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

XXVII. Not to demolish or cause to be demolished the Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the Apartment and the appurtenances thereto in good tenable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs, Wall Claddings, or RCC, Partis or other structural members in the Apartment without the prior written permission of the Promoter and/or the Association.

XXVIII. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.

- XXIX. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the project land and the building in which the Apartment is situated.
- XXX. Pay to the Promoter within fifteen days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Apartment is situated.
- XXXI. To bear and pay increase in local taxes, NA taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Apartment by the Allottee for any purposes other than for purpose for which it is sold.
- XXXII. The Allottee shall not let, sub-let, give on leave and license basis, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Apartment until all the dues payable by the Allottee to the Promoter under this Agreement are fully paid up.
- XXXIII. The Allottee shall observe and perform all the rules and regulations which the Association may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Apartments therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Association regarding the occupancy and use of the Apartment in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.
- XXXIV. Till the entire project is completed in all respects and the building and common area and facilities are handed over to the Association the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.
- XXXV. Not to obstruct the development work for any reason and in any way.
- XXXVI. In the event of the Promoter carrying out any work of additions and/or alterations as per instructions of the Allottee to keep the Promoter harmless and indemnified from all or any actions if taken by any person or authority or incidentals thereof. The Promoter shall not be bound to obtain completion/occupation certificate as per such additions or alterations which work shall be done by the Allottee at his own costs and risk.
- XXXVII. If the Allottee shall desire to fit grill/s to the balconies and/or windows then he/she shall do so only after completion of the entire project and obtaining written consent of the Promoter and at his/her own costs and responsibility and only as per the designs and specifications approved by the Promoter.
- XXXVIII. The Allottee shall not dry or hang clothes in the balconies.

- xxxix. If the unit allotted is a non-residential unit then the Allottee shall use the same only for agreed/sanctioned/permited purpose and shall not change the use without prior written permission of the Promoter or Association as the case maybe.
- xl. Till a separate electric meter or a water meter is installed/allotted by the U.P.P.C.L./U.P.J.N. concerned authority, the Allottee herein hereby agrees to bear and pay punctually the amounts and charges of the common electric and water meter and also the expenses for the maintenance of the common areas and facilities in proportion to the area of his/her apartment/unit.
- xli. If after delivery of possession of the said unit, the Promoter or Association is required to carry out repairs including for stopping leakage of water in the toilet, then the Allottee herein shall permit the Promoter or Association as the case may be to carry out such repairs without delay and shall give required help therefor. If such leakage is due to alterations made by the Allottee or due to negligence of the Allottee then the Allottee shall be liable to carry out the said repairs and pay cost therefor.
- xlii. The Allottee/s shall keep the facade and outer surfaces of the building in the same condition and maintain the same to the extent of his/her unit. Allottee/s shall not do or cause to be done or abstain from doing any act which will affect the beauty, grandeur and peace of the building. The Allottee/s shall not cause any nuisance to other purchaser/allottee/s and occupiers and Promoter in any manner whatever.
- xliii. The Promoter advises the Allottee not to visit the site during the period of construction work for various purposes including safety. Allottee and/or any person on his/her/their behalf shall not be entitled to enter the site of construction for any purpose without prior permission of the Promoter. Promoter may allow Allottee and his/her/their immediate family (excluding children below 15 years of age) visit of the apartment purchased by him/her/them on one day in a month and on restricted hours in the presence of his/her representative for checking the progress of the work of his/her/their apartment. Allottee and his/her family will arrange for their own gear viz. helmet and boots and visit the construction site at their own risk. Promoter shall not be responsible for any accident or injury. Also if due to action or non action of the visitors any harm be caused to the site or to the men of the Promoter or any other person then Allottee shall be responsible for the same. Promoter reserves its right to prohibit the Allottee or any person from visiting the site or his/her/their apartment for any reason including safety, nuisance, etc. and decision of the Promoter shall be final.
- xliv. The Allottee/s shall not use elevator for transportation of material to be taken for the purpose of any work by the purchaser or his workers appointed.
- xlv. The Allottee shall not erect dish or other antennae outside the Apartment / building which shall be erected only on the roof of the building in the place designated for the same by the Promoter.
- xlvi. The Promoter may at its discretion allow use of the premises in the said building for any commercial use including (but not limited to) restaurant, showroom, shopping mall, service centre, permit room, wine shop, transport business, any business causing loud noise, odor

or having entry and exit by public at large etc. and the Allottee/s herein has/have hereby given his/her/their irrevocable consent therefor and shall not be entitled to raise any objection for the same.

If Allottee fails to act as above or breaches any term, the Promoter shall be entitled to terminate this agreement.

36. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartments or of the said Plot and Building or any part thereof. The Allottee shall have no claim save and except in respect of the Apartment hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces, recreation spaces, will remain the property of the Promoter until the said structure of the building and the project land is transferred to the Association .

37. **PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE** After the Promoter executes this Agreement he/she shall not mortgage or create a charge on the Apartment and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such Apartment.

38. **It is agreed by and between the Parties as under -**

XXIII. The name of the project shall be "**VINAY HEIGHTS**" and this name shall not be changed without the written consent of the Promoter.

XXIV. The Promoter has made full and true disclosure of the title of the said land as well as the encumbrances, if any, known to the Promoter. The Promoter has also disclosed to the Allottee nature of its right, title and interest or right to construct building. The Promoter has also given inspection of all the documents to the Allottee /s as required by law. The Allottee/s having acquainted himself/herself/themselves with all the facts and right of the

Promoter has entered into this Agreement. The Allottee/s hereinafter shall not be entitled to challenge or question the title and the right/authority of the Promoter in respect of the said land and to enter into this agreement. At any stage during the implementation of the scheme the Promoter shall be at liberty to sell, assign or transfer or enter into joint venture / partnership or mortgage or demerge or convert itself to another entity having different name or otherwise deal with its title and interest in the said land and buildings to be constructed without affecting the rights granted in favour of the Allottee in respect of the unit agreed to be purchased by him as per the terms of the Agreements. Allottee has hereby given his irrevocable consent therefor.

XXV. Any delay tolerated or indulgence shown or omission on the part of the Promoter in enforcing the terms of this agreement or any forbearance or giving of time to the Allottee/s by the Promoter shall not be construed as the waiver on the part of the Promoter of any breach or non-compliance of any of the terms and conditions of this agreement by the Allottee/s nor shall the same in any manner prejudice the rights of the Promoter.

XXVI. The apartment/unit purchasers/ allottees hereby irrevocably empower the Promoter and anyone of its partner / Director as power of attorney holder of the apartment/unit purchaser/ allottee to execute any document, letter etc. thereby

permitting the Promoter to utilize balance or additional FSI/FAR and TDR and for the said purpose to revise the layout and building plans from time to time, to avail of any benefits, to obtain FSI/FAR for open space and get the building plan for open space sanctioned, to give consent for mortgage of the said land by the Promoter, to give consent to the draft of deed of declaration, deed of apartment and deed of correction (if any) and to execute the declaration or its correction deed or Memorandum of association therefor, to register the above documents, to permit allotment/sale of terraces and generally to do all acts, deeds and things by signature or otherwise for carrying out the said scheme at the discretion of the Promoter. All acts to be done without affecting the rights of the Allottee to the said Apartment.

XXVII. If any tax, cess, duty, premium or like some be levied or made applicable by any authority in future on the subject relating to this Agreement then the Promoter shall be entitled and the Allottee shall be liable to pay to the Promoter the said additional amount in proportion to the area of the said Apartment or as may be made applicable. The said amount shall be paid by the Allottee within 15 days from the date of demand made by the Promoter. If Allottee fails to pay the said amount within the said time limit then the Promoter shall be entitled to interest thereon and/or to terminate the Agreement.

XXVIII. Provided that the Promoter does not in any way affect or prejudice the right hereby granted in favour of the Allottee in respect of the said apartment, the Promoter as per the provisions of the RERA shall be at liberty to sell, assign or otherwise deal with or dispose off their right, title and interest in the said entire scheme or under this agreement or in the said building hereinafter to be constructed thereon.

XXIX. After the possession of the premises/building is handed over or after getting the completion certificate of the building by concerned local authority if any work thereafter is required to be carried out by the Government or Municipality or any statutory authority, the same shall be carried out by the Allottee in co-operation with the Allottees of the other apartments in the said building at their own costs and the Promoter shall not be in any manner liable or responsible for the same.

XXX. The Allottee has hereby irrevocably authorised the Promoter to prepare the layout and building plans of the said land and to submit the same to the requisite authorities and obtain their sanction, to revise the plans and for the said purposes to sign all plans, applications, statements, consents etc. without in any manner making the Allottee liable for any costs.

XXXI. IT IS ALSO UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES HERETO that the terrace space/s adjacent to the terrace apartments in the said building, if any, shall belong exclusively to the Promoter or respective purchaser/allottee of the terrace apartment/units if so allotted by the Promoter and such terrace spaces are intended for the exclusive use of the respective terrace apartment/unit Allottee. The said terrace shall not be enclosed by the apartment/unit Allottee till the permission in writing is obtained from the concerned local authority and the Promoter or the Association as the case may be. The Promoter shall have the right to construct apartment/units etc. on the terraces of the existing building and utilise the FSI/FAR obtained for Road Widening/Internal Road or any other TDR obtained by the Promoter.

XXXII. If any amount due and payable by the Allottee remains unpaid then the Promoter at its discretion and without prejudice to its other rights shall be entitled to adjust and

satisfy such dues from any other amount paid by the Allottee or from any amount payable to the Allottee and adjust the account accordingly and in case still there are dues from Allottee make demand accordingly.

XXXIII. Any exclusive use allotted by the Promoter shall be subject to the right of the Association and its agents of use of the same for the specific purpose and to the extent necessary of maintenance and repairs of the common amenities such as drainage, water and electrical lines, etc. All areas, etc. which are not allowed for exclusive use to any other person/s, shall remain for the exclusive use of the Promoter and the Allottee herein shall not object to the same nor obstruct the Promoter from allowing such exclusive use to any other person/s.

XXXIV. The Promoter at its discretion shall be entitled to amalgamate the said Plot described in the First Schedule hereunder written with the adjoining plots/land and to jointly carryout the scheme and in the said event from time to time change/prepare the layout, change the locations of the buildings and open spaces (if any) and internal roads (if any) and get them sanctioned from proper authorities and to do all such other acts as may be required by the Promoter or legal provisions applicable therefor. The Allottee has/have given the consent for the same and if required give such consent in future.

XXXV. If any portion of the said property adjoining the existing road or otherwise is or will be reserved for the purpose of road widening or D.P. Road then the corporation/concerned authority may pay the compensation therefor in terms of additional F.S.I./F.A.R. in respect of the said portion under the road widening to be utilised in the remaining portion of the Property or in any other property by floating the F.S.I./F.A.R. In such an event and as and when such FSI/FAR is granted, the Promoter shall be entitled to use the same and additional built up area in the said property either by way of construction of new building or extension of the buildings which are presently permitted or in any other property as per the discretion of the Promoter. The Allottee has hereby given his irrevocable consent therefor and the Promoter shall be entitled to revise the plans, get the same sanctioned from concerned authority, construct the additional units permitted by concerned authority and to allot/sell them to various persons. The Allottee shall have no objection for the said new allottees to be admitted as members of the Association. If the Concerned Authority refuses to permit the FSI/FAR in respect of the area under road widening then the Promoter alone shall be entitled to the compensation in respect thereof.

XXXVI. The Promoter shall be entitled to use the present unutilised and/or additional built up area/F.S.I./F.A.R./T.D.R. in respect of the said Property in any other property by floating the same and/or in the same property as and when the same is permitted either by way of construction of new building or extension of the building which are presently permitted. Likewise the Promoter shall also be entitled to use FSI/FAR pertaining other property in this Property as and when permitted by Concerned Authority. The Allottee has hereby given

his irrevocable consent therefor and the Promoter shall be entitled to revise the plans, get them sanctioned from concerned authority, construct the additional units permitted by Concerned Authority and to allot/sell them to various persons. The Allottee shall have no objection for the said new allottees to be admitted as members of the Association. The Association shall get the new transferees admitted as its members. Notwithstanding anything contained in this Agreement to the contrary the Promoter shall be entitled to utilise any balance and/or additional FSI/FAR and/or TDR as stated in above paras on any open space and/or on

terraces above the building/s either prior to or after completion of building/s and even after conveyance of the property. The Promoter shall also be entitled to transfer or assign the said right to any other person. The property shall be conveyed subject to the said right.

XXXVII. The Allottee hereby irrevocably authorises the Promoter to represent him before the concerned authorities in all matters regarding the property tax, assessment and re-assessment before the concerned authorities and the decisions taken by the Promoter in this regard shall be binding on the Allottee. The Promoter may till the execution of the final conveyance represent the Allottee to do all the necessary things/acts in all the departments of the concerned authority, Collectorate, Road, Water, Building Tax assessment, Govt. and Semi-Govt. departments, etc. and the same shall stand ratified and confirmed by the Allottee herein.

XXXVIII. The Promoter herein may be constructing the said building in parts and it is possible that even after delivery of possession of the said Apartment construction of remaining portion may continue. The Allottee herein undertakes not to raise any objection on any ground whatsoever including nuisance or shall not obstruct the construction in any manner. The Allottee hereby gives his irrevocable consent for revision/amendment of the plans position of dust bins, transformer plinths, pumping stations etc. and also further revise or amend the said revised plans as and when thought necessary by the Promoter or as and when required by the Promoter, provided that the Promoter shall not make changes in the apartment/unit hereby agreed to be sold without prior written permission of the Allottee.

XXXIX. It is specifically agreed between the Parties that even if the Association of all the unit holders is formed and registered and conveyance completed the Promoter will not be liable to pay any transfer fee, entrance fee, or any fee or charges under any head and also will not be liable to contribute towards the common expenses or maintenance charges or any amount under any head towards the share in common expenses in respect of the unsold apartments. The allottees of such units shall be liable to pay maintenance from the date of allotment and delivery of possession.

XL. It is hereby made clear that the Promoter shall be entitled to use the marginal open space/s as an access for another building, land and allow such access to any other person/s and the Allottee/s herein or the organisation in which he will become a member shall not be entitled to object the said use by the Promoter or its nominee/s or assignee/s and the apartment or the property shall be conveyed subject to the said right of the Promoter and this term is the essence of this agreement.

XLI. As the Promoter will be applying to the concerned authorities for giving separate water connections for the building and electricity meters and connections for the apartment of the Allottee if there is a delay in obtaining the water and electricity connections from the concerned departments then in that case the Promoter may provide electrical connections/water supply through any other temporary arrangement due to which if there is improper supply of water/electricity the Promoter shall not be held responsible for the same and the Allottee hereby consents for any temporary arrangement that may be made in the said interim period. The Allottee shall pay for the proportionate charges as demanded, determined and decided by the Promoter. The Promoter shall be entitled to deduct any dues of such proportion or entire charges payable by the Allottee for the above from the maintenance deposit agrees for which the Allottee hereby gives his consents.

XLII. It is hereby made clear that as stated herein above the organisation of all the Apartment Allottee/Unit holders for the said Building shall be Association of Apartment Owners to be formed and registered

under the provisions of the Apartment Ownership Act, or any other law for the time being in force .

**XLIII. It is declared by the Parties that they are all citizens of India and domiciled in India.**

XLIV. (i) The Promoter at its discretion and option shall be entitled to enter into agreement with any person / company / agency for maintenance of the common areas and facilities for months or years with a view to ensure cleanliness thereof even after formation of Association. The Allottee and Association shall be bound by the said contract. During the continuance of the scheme the maintenance charges paid by the Allottee after occupying the apartment agreed to be sold to him or interest accrued from the deposit paid by him, is never sufficient to cover the expenses of maintenance of the common areas and facilities, as similar charges are not collected from the other apartments / unsold apartments. The Allottee herein agrees to the above fact and hence agrees that he will not demand account therefor till the entire scheme is complete and maintenance is handed over to the Association.

(iii) It is made clear that presently approx. period of ----- months is required for obtaining completion certificate from the Concerned Authority after completion of the development and the building and filing of the application. For the said reason the Promoter shall obtain certificate of the Architect about the building work having been completed and on the request of the Allottee the Promoter shall deliver possession of the apartment for the purpose of interior works, pooja, etc. The Allottee shall be liable to pay maintenance charges from the date of delivery of such possession.

#### **39. BINDING EFFECT**

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

#### **40. ENTIRE AGREEMENT**

This Agreement, along with its schedules and annexures, 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, arrangement whether written or oral, if any, between the Parties in regard to the said apartment / plot/ building, as the case may be.

**41. RIGHT TO AMEND**

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

**42. PROVISION OF THIS AGREEMENT APPLICABLE TO ALLOTTEE / SUBSEQUENT ALLOTTEES**

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent allottees of the Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.

**43. SEVERABILITY**

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

remain valid and enforceable as applicable at the time of execution of this Agreement.

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

Wherever in this Agreement it is stipulated that the Allottee has to make any payment in common with other Allottee(s) in Project, the same shall be equal along with the other apartments in f t in the Project.

**45. 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.

**46. PLACE OF EXECUTION**

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

47. The Allottee and/or Promoter shall present this Agreement as well as the conveyance at the proper registration office of registration within the time limit prescribed by the Registration Act and the Promoter or his Power of Attorney Holder or signing authority will attend such office and admit execution thereof.

48. That all notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by Registered

Post A.D. and notified Email ID at their respective address / specified below :-

Name of Allottee :

Allottee's Address :

Email ID :

Promoter Name : **M/s SHRIKANTH INFRA**

Promoter Address :

Email ID : -----

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

**49. JOINT ALLOTTEE**

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

**50. Stamp Duty and Registration** - The charges towards stamp duty and Registration of this Agreement shall be borne by the Allottee.

**\*\*\* 1% TDS Clause to be inserted into Agreement to Sell**

Any deduction of an amount made by the Allottee/s on account of Tax Deducted at Source (TDS) as may be required under the law for the time being in force while making any payment to the Promoter under this Agreement shall be deemed to have been paid by the Allottee/s and received by the Promoter and acknowledged / credited by the Promoter, only upon purchaser/allottee/s submitting original tax deducted at source certificate and the amount mentioned in the certificate is matching with Income Tax Department site. Such certificate shall be given by the Allottee after end of every financial year on or before 30th April regarding the payments made during the said previous financial year or before delivery of possession whichever is earlier. Non compliance of the terms of this clause shall be treated as non-payment or default on the part of the Allottee and Promoter at its discretion shall be entitled to exercise its rights accordingly including charging of interest as charged by Income Tax Dept., termination, etc. The Promoter, at its discretion and without prejudice to its other rights, shall be entitled to withhold delivery of possession of the Apartment until Allottee complies the above. Without prejudice to its other rights and at its discretion / option, before handing over the possession of the unit, if any such certificate is not produced, the allottee shall, on demand made by the Promoter, pay equivalent amount as interest free deposit with the Promoter, which deposit shall be refunded by the Promoter on the allottee producing such certificate within 4 months of the possession. Provided further that in case the allottee/s fails to produce such certificate within the stipulated period of the 4 months, the Promoter shall be entitled to appropriate the said Deposit against the receivable from the Allottee/s.

The consideration of the said apartment/accommodation as agreed between the Promoter and the Allottee herein is as per the prevailing market rate in the subject locality, which is the true and fair market value of the said apartment/accommodation. The stamp duty payable to this agreement is as per the Circle rate list issued by DM Varanasi.

The Allottee/s herein has paid

stamp duty of Rs. \_\_\_\_\_ /- (Rupees \_\_\_\_\_ only) on the carpet area of Sq.mtrs. which is equivalent to carpet x 1.1 = built up area of Sq.mtrs. The parties hereto shall be entitled to get the aforesaid stamp duty adjusted, leviable on the conveyance, which is to be executed by the Owner/Promoter herein in favour of the Allottee herein. If additional stamp duty is required to be paid at the time of conveyance the same shall be paid by the Allottee.

51. **Dispute Resolution** - Any dispute between parties shall be settled amicably. In case of failure to settled the dispute amicably, which shall be referred to the U.P. RERA Authority as per the provisions of the Real Estate (Regulation and Development) Act 2016, Rules and Regulations, thereunder.

52. **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 laws of India for the time being in force and the **Varanasi** courts will have the jurisdiction for this Agreement.

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

**FIRST SCHEDULE ABOVE REFERRED TO**

All that piece and parcel of land situated at Arazi no. .... measuring ..... Dismill or ..... Aer i.e. .... sq ft i.e. .... sq meter situated at Mauza ....., Pargana ....., Tehsil ....., Distt Varanasi. Bounded as below:

ON THE EAST: ..... and others.

ON THE WEST: Land of others

ON THE NORTH: Land of others.

ON THE SOUTH: Road

**SECOND SCHEDULE ABOVE REFERRED TO**

**The Flat hereby sold**

Flat no. ----- (---BHK) situated on -----Floor of -----super built up area-----sqft and carpet area-----sq ft with undivided and undemarcated land -----sq ft built up over Arazi No. .... situated at Mauza ....., Pargana ....., Tehsil ....., Distt Varanasi with one/two parking, shown in the annexed map by red hatched lines, which is butted and bounded as under:

East :

West :

North :

South :

**C] COMMON AREAS AND FACILITIES:**

- 1 The land described in the First Schedule above (subject to the rightof exclusive uses that will be allotted to various units).
- 2 The footings, RCC structures and main walls of the building.

- 3 Staircase column and lift (if any) in the building.
- 4 Common drainage, water and electrical lines.
- 5 Common ground water storage tanks and overhead water reservoirs and plumbing machinery, pumps etc.
- 6 Compound walls, fencing and gates.
- 7 Swimming Pool
- 8 Solar Water Heater
- 9 Top terrace above Apartment which is shown in red colour boundary line in the plan annexed hereto.

**D] LIMITED COMMON AREAS AND FACILITIES:**

1. Partition walls between the two units shall be limited commonproperty of the said two units.
2. Terraces adjacent to the terrace flats shall exclusively belong to such respective flats.
3. Other exclusive and limited common areas and facilities asmentioned in body of this agreement.

**SIGNED AND DELIVERED BY THE WITHIN NAMED**

<p><b>Allottee :</b></p>	
--------------------------	--

(1) \_\_\_\_\_

(2) \_\_\_\_\_

At \_\_\_\_\_ on \_\_\_\_\_

in the presence of WITNESSES :

1. Name \_\_\_\_\_

Signature \_\_\_\_\_

2. Name \_\_\_\_\_

Signature \_\_\_\_\_

**SIGNED AND DELIVERED BY THE WITHIN NAMED**

<b>Promoter :</b>	Please affix photograph and sign across the photograph
-------------------	--

(1) \_\_\_\_\_

(Authorised Signatory) WITNESSES :Name \_

Signature \_\_\_\_\_

Name \_\_\_\_\_

Signature \_\_\_\_\_

**Note** – Execution clauses to be finalised in individual cases having regard to the constitution of the parties to the Agreement.

**SCHEDULE 'A'**

**DESCRIPTION OF THE APARTMENT ALONG WITH BOUNDARIES IN ALL FOUR DIRECTIONS**

Apartment No. \_\_\_\_\_ on the \_\_\_\_\_ floor consists of One Bedroom Kitchen Hall (1 BHK) totally admeasuring carpet area \_\_\_\_\_ Sq.mtrs. [as defined in RERA] and including balconies admeasuring carpet area of \_\_\_\_\_ sq. mtrs. and adjoining terrace admeasuring \_\_\_\_\_ Sq.mtrs and bounded as follows –

On or towards the East : By Front side margin & Adjoining Road

On or towards the South: By Front side margin & Adjoining plot with the road. On or

towards the West : By Apartment No..... & Side margin of Building On or towards the

North : By Apartment No..... & Lift Passage of Building.

along with proportionate undivided share in the common areas and facilities and along with the exclusive use of Covered Carpark No. \_\_\_\_\_ admeasuring \_\_\_\_\_ Sq.mtrs.

**SCHEDULE 'B'**

FLOOR PLAN OF THE APARTMENT

**ANNEXURE A**

Name of the Attorney at Law / Advocate, Address

:

Date :

No.

RE. :

DRAFT

Title Report

Details of the Title Report

The Schedule Above Referred to

(Description of property)

Place :

Dated ..... day of .....20.....

(Signed)

Signature of Attorney-at-Law / Advocate

**ANNEXURE B**

(Authenticated copies of extract Village Forms I and XIV or any other revenue record showing nature of the title of the Owner/Promoter to the project land)

**ANNEXURE C-1**

(Authenticated copies of the plans of the Layout as approved by the concerned Local Authority)

**ANNEXURE C-2**

(Authenticated copies of the plans of the Layout as proposed by the Promoter and according to which the construction of the buildings and open spaces are proposed to be provided for on the said project)

**ANNEXURE-D**

(Authenticated copies of the plans and specifications of the Apartment agreed to be purchased by the Allottee as approved by the concerned local authority)

**ANNEXURE-E**

(Specification and amenities for the Apartment)

**ANNEXURE-F**

(Authenticated copy of the Registration Certificate of the Project granted by the Real Estate Regulatory Authority)

**ANNEXURE-G**

(Completion Order)