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AGREEMENT FOR SALE/LEASE

This AGREEMENT FOR SALE (hereinafter referred to as "**Agreement**", which expression shall include the Schedule(s) hereof and all amendments to be made from time to time) is executed on this ……day of ……., 20……..

By and Between

[If the promoter is a company]

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

[AND]

[If the Allottee is a company]

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……, (CIN No……)a company incorporated under the provisions of the companies Act {1956 or 2013,cas the case may be} having its registered office at……(PAN…… ……) represented by its authorized signatory,……, (Aadhar no. ……), duly authorized vide board resolution dated……, hereinafter referred to as the **"Allottee"** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns.)

[OR]

[If the Allottee is a Partnership firm]

……) a partnership firm registered under The Indian Partnership Act 1932, having its principal place of business at…… ……, (PAN ……)represented by its authorized partner,…… ,(Aadhar no. ……), authorized vide ……,hereinafter referred to as the **"Allottee"** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the said firm, the survivor or survivors of them and their heirs, executors and administrators of the last surviving partner and his/her/their assigns.)

[OR]

[If the Allottee is an Individual]

Mr./ Ms. ……, (Aadhar No……) son / daughter of…… .,aged about……,residing at…… …,(PAN no……), hereinafter called the "**Allottee**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the allottee and his/her heirs, executors, administrators, successors-in-interest and permitted assigns).

[Please insert details of other Allottee(s), in case of more than one Allottee]

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

INTERPRETATIONS / DEFINITIONS:

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

a) "Act" means the Real Estate (Regulation and Development) Act, 2016 (16 of 2016);
b) "Authority" means Uttar Pradesh Real Estate Regulatory Authority.

c) **"Applicable Laws"** shall mean all Acts, Rules and Regulations in force and in effect as of the date hereof as applicable in the State of Uttar Pradesh including, UP Urban Building Act 1972, UP Municipality Act 1916, Urban Land Ceiling Act 1976, the Uttar Pradesh Municipal Corporation Act, 1959, Uttar Pradesh Building bye laws, U.P. Urban and Development Act, 1973, The U.P. (regulations of building operations) act, 1958, building bye laws, the Uttar Pradesh Said premises (promotion of construction, ownership and Maintenance) Act, 2010, Real Estate (Regulation & Development) Act, 2016, Uttar Pradesh Real Estate (Regulation and Development) (Amendment) Rules, 2016 or any other Act/Rules which may be promulgated or brought into force and effect hereinafter including notifications, ordinances, policies, laws or orders or official directive of any Central/State Government or of any Statutory Authority in Uttar Pradesh, as may be in force and effect during the subsistence of this Agreement applicable to the development / construction / sale of the Project.

d) **"Common Areas and Facilities of the Project"** shall mean such common areas, facilities, equipment and spaces in the Project which are meant for common use and enjoyment of all the occupants of the Project and more particularly described in **Schedule B** attached hereto.

e) **"Delay Payment Interest"** means the amount to be paid on account of delay in the payment of any/all charges/installment calculated at the Interest Rate (Specified herein below) and shall include compensation for any loss caused due to delay in payment or any other loss caused to the promoter.

DRAFT FOR RERA REGISTRATION PURPOSES ONLY

f) "**Government**" means the Government of Uttar Pradesh;

g) **"Interest Rate"** means the rate equals to MCLR (Marginal Cost of Lending Rate) on home loan of State Bank of India +1% or such other rate as may be applicable from time to time as per the Act and Rules.

h) **"Association of Allottees (AOA)"** shall mean and include the Maintenance Society//Resident Welfare Association (RWA)/ Association or anybody, by whatever name called, that may be formed as per requirement of clause (e) of sub section (4) of section 11 of the Act.

i) **"Maintenance Agency"** shall mean a company, firm, Association or body or such other persons as may be appointed by the Promoter or the Association of Allottee(s) for the purpose of maintenance of the said project.

j) **"Project"** shall mean and include _____ no. of plots over land situated at Part of Khasra no. 234, 235, 240/2, Village- Roshanpur Dorli, Tehsil- Sardhana, District- Meerut, U.P. along with all the parking spaces, common areas and facilities, limited common areas and facilities, open spaces etc. and all that is constructed / to be constructed and there about lying upon the land and collectively named as **Rajkamal Residency Ph 2**

k) "**Rules**" means the Real Estate (Regulation and Development) Rules, 2016 as amended from time to time;

l) "**Regulations**" means the Regulations made under the Real Estate (Regulation and Development Act), 2016;

m) "**Section**" means a section of the Act.

WHEREAS:

A. The Promoter is the absolute and lawful owner of [khasra nos./ survey nos.] [Please insert land details as per local laws].....totally admeasuring.....square meters situated at .....in Tehsil & District.....("Said Land") vide sale/lease deed(s) dated..... registered in the office of Sub-Registrar.....in book No-1 Volume .....at pages.....as documents No. .....on dated.....

DRAFT FOR RERA REGISTRATION PURPOSES ONLY

[OR]

……("Owner") is the absolute and lawful owner of [khasra nos./ survey nos.] [Please insert land details as per local laws]……totally admeasuring…… square meters situated at in Tehsil & District……..("Said Land") vide sale/lease deed(s) dated…… registered in the office of Sub-Registrar……in book No-1 Volume ……at pages……as documents No. …… on dated……; and the Owner and the Promoter have entered into a [collaboration/development/joint development] agreement dated…… registered in the office of sub-registrar……in book No-1, Volume ……at pages……as documents No. ……on dated……

B. The Said Land is earmarked for the purpose of plotted development of a [commercial/residential/any other purpose] project, comprising …… plots and [insert any other components of the project] and the said project shall be known as '……' ("project");

C. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the Said Land on which Project is to be constructed have been completed;

D. The……[Please insert the name of concerned competent authority] has granted the commencement certificate to develop the project vide approval dated ……bearing registration No……;

E. The Promoter has obtained the layout plan, sanctioned plan, specifications and all necessary approvals for the Project and for the Plots, as the case may be, from……[Please insert the name of concerned competent authority]. The Promoter agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with section 14 of the act and other laws as applicable;

F. The promoter has registered the Project under the provisions of the Act with the Uttar Pradesh Real Estate Regulatory Authority

DRAFT FOR REGISTRATION PURPOSES ONLY

at……on……under registration No…… The exhaustive list of details of the Promoter and Project are available on the website (www. up-rera.in) of the Authority;

G. The Allottee had applied for a plot in the Project vide application No…… dated ……and has been allotted plot No……having area of …… square meters (……square feet) and …. garage/covered parking (to be allotted at the time of issuance of conveyance deed admeasuring approximately……square meters (……square feet)(exact size to be stated in conveyance deed on the basis of finally approved parking plan) in the location to be finalized by promoter/RWA on first come first serve basis at the time of issuance of possession letter……[Please insert the location of the garage/covered parking], as permissible under the applicable law and of pro rata share in the common areas ("**Common Areas"**) as defined under clause (d) of Rule 2 (hereinafter referred to as the "**Plot/Unit**" more particularly described in **Schedule-A**);

GG. The allottee shall be allocated slot no at the time of issuance of possession letter ……in the open parking area (location to be finalized by promoter/RWA on first come first serve basis at the time of issuance of possession letter) free of cost to be ratified by resident welfare association.

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

I. ……[Please enter any additional disclosures/details];

J. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project;

K. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;

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L. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the Plot and the garage/covered parking (if applicable) as specified in Para G.

M. That the Allottee understands that the Promoter is undertaking this project as per the applicable laws, notifications, rules and regulations applicable to the Land and also understands the limitations and obligations of the Promoter in respect of it.

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

1. TERMS

1.1.1. Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase the Plot as specified in Para G.

1.1.2. Both the parties confirm that they have read and understood the provisions of section -14 of the act.

1.2. The Total price for the Plot based on the Plot area is Rs..... (Rupees..... only ("Total Price") (Give breakup and description):

Plot No._____	Rate of Plot Rs. per square meter (Rs. per square foot)*
Type _____	
Total price (in rupees)	

[AND] [if/as applicable]	
Garage/Covered parking-1	Price for 1
Garage/Covered parking-2	Price for 2
Total price (in rupees)	.....

DRAFT FOR RERA REGISTRATION PURPOSES ONLY

The Breakup of the above price is as under:

Particular	**Amount (in Rs.)**
Cost of the Plot	Xxx
Cost of Common Areas	Xxx
Garage/Covered parking-1	Xxx
Garage/Covered parking-2	Xxx
Additional Charges* (If the promoter wants, he may quote Such additional charges item wise.)	Xxx
Unit Price	**Xxx**
IFMS/Maintenance Charges	Xxx
Duties and Taxes	Xxx
Total Price	**Xxx**

*Note: The Promoter shall provide breakup of the amounts such as the cost of Plot, proportionate cost of Common Areas, taxes and maintenance charges as per Para 11 etc., if/as applicable.

Explanation:

(i) The Total Price above includes the booking amount paid by the Allottee to the Promoter towards the Plot;

(ii) The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter by way of GST and other taxes which may be levied, in connection with the construction of the Project payable by the Promoter, by whatever name called) up to the date of handing over the possession of the Plot to the Allottee and the Project to the association of Allottees or the competent authority, as the case may be, after obtaining the completion certificate:

Provided that in case there is any change / modification in the taxes, the subsequent amount payable by the Allottee to the Promoter shall be increased/ reduced based on such change/ modification:

Provided further that if there is any increase in the taxes after the expiry of the scheduled date of completion of the Project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said Project by the Authority, as per the Act, the same shall not be charged from the allottee;

(iii) The Promoter shall periodically intimate in writing to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment demanded

DRAFT FOR RERA REGISTRATION PURPOSES ONLY

by the Promoter within the time and in the manner specified therein. In addition, the Promoter shall provide to the allottee the details of the taxes paid or demanded along with the acts/ rules/ notifications together with dates from which such taxes/ levies etc. have been imposed or become effective;

(iv) The Total Price of Plot includes recovery of price of land, construction of (not only the Plot but also) the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the Plot, lift, water line and plumbing, finishing with paint, marbles, tiles doors, windows, fire detection and firefighting equipment in the Common Areas, maintenance charges as per Para 11 etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the Plot and the Project.

(v) The benefit of input tax credit as stated under section 171 of The Central Goods and Service Tax Act, 2017 had been considered in the Total Price of the unit as stated above. The quantum of duties and taxes has been calculated accordingly. The allottee has understood the same and will not raise any objection in this regard.

1.3. The total price is escalation- free, save and except increases which the allottee hereby agrees to pay, due to increase on account of development fee payable to the competent authority and/ or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoter undertakes and agrees that while raising a demand on the allottee for increase in development fee, cost/ charges imposed by the competent authorities, the Promoter shall enclose the said notification/ order/ rule/ regulation to that effect along with the demand letter being issued to the allottee, which shall only be applicable on subsequent payments.

Provided that if there is any new imposition or increase of any **development fee** after the expiry of the scheduled date of completion of the Project as per registration with the authority, which shall include the extension of registration, if any, granted to the said Project by the authority, as per the act, the same shall not be charged from the allottee.

1.4. The Allottee(s) shall make the payment as per the payment plan set out in **Schedule C ("Payment Plan")**

1.4.1 All other charges such as documentation charges, stamp duty, registration charges, Society Registration Charges etc. which are specifically to be paid with

DRAFT FOR RERA REGISTRATION PURPOSES ONLY

reference to this Agreement and any subsequent agreement/deed to be entered in this respect, do not form part of the Total Price and shall be paid by the Allottee(s) in addition to Total Price.

1.5. The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee by discounting such early payments @.....% per annum for the period by which the respective installment has been preponed. The provision for allowing the rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.

1.6. It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described herein at **Schedule 'D' and Schedule 'E'** (which shall be in conformity with the advertisement, prospectus, etc. on the basis of which sale is effected) in respect of the Plot without the previous written consent of the Allottee as per the provisions of the Act.

Provided that the Promoter may make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act.

1.7. Subject to Para 9.3 the Promoter agrees and acknowledges that, the Allottee shall have the right to the Plot as mentioned below:

(i) The allottee shall have exclusive ownership of the Plot.

(ii) The Allottee shall also have undivided proportionate share in common areas. Since the share/interest of allottee in common areas is undivided and cannot be divided or separated, the allottee shall use the common areas along with other occupants, maintenance staff etc. without causing any inconvenience or hindrance to them. It is clarified that the promoter shall hand over the common areas to the association of allottees after duly obtaining the completion certificate from the competent authority as provided in the act.

(iii) The allottee has the right to visit the project site to assess the extent of development of the project and his Plot. The promoter discourages such kind of visit by the allottee and his/her family members due to the risks involved at development site. If at all the allottee decides to visit the site, he/she shall only do so after intimating the promoter or his site engineer and after taking due care and proper safety measures at his own responsibility. The promoter shall in no way, be held responsible for any accident/mishap involving the allottee and his accompanying persons while visiting the site. Further the promoter strictly prohibits the visit of children at the project development site.

DRAFT FOR RERA REGISTRATION PURPOSES ONLY

1.8. It is made clear by the Promoter and the Allottee agrees that the Plot along with ….garage/covered parking shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self- contained Project covering the said Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that Project's facilities and amenities other than declared as independent areas in deed of declaration shall be available only for use and enjoyment of the Allottees of the Project.

1.9. The promoter agrees to pay all outgoings before transferring the physical possession of the Plot to the Allottees, which it has collected from the Allottees, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the Project). If the Promoter fails to pay all or any of the outgoings collected by it from the Allottees or any liabilities, mortgage loan and interest thereon before transferring the Plot to the allottees, the Promoter agrees to be liable, even after the transfer of the property to pay such outgoings and penal charges, if any, to the authority or persons to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefore by such authority or person.

1.10. The Allottee has paid a sum of Rs. ……. (Rupees……. only) as booking amount being part payment towards the total price of the Plot at the time of application the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Plot as prescribed in the Payment Plan **[Schedule C]** as may be demanded by the Promoter within the time and in the manner specified therein:

Provided that if the Allottee delays in payment towards any amount which is payable, he shall be liable to pay interest at the Interest rate prescribed in the Rules.

2. MODE OF PAYMENT

Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the Payment Plan [Schedule C] through A/c Payee cheque/demand draft/bankers cheque or online payment (as applicable) in favour of '……' Payable at……

DRAFT FOR RERA REGISTRATION PURPOSES ONLY

The receipt would be valid only after realization of the said cheque / bank draft and effect of credit in the account of the Promoter. In case cheque is dishonored for any reason whatsoever, The Promoter may demand for an administrative handling charge of Rs.....

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

3.1 The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made there under or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/ sale/ transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or the statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

3.2 The Promoter accepts no responsibility in regard to matters specified in Para 3.1 above. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of the Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities, if any, under the applicable laws. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the said Plot applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only and in case of cancellation by any such allottee, refund in terms of this agreement shall be made only to allottee.

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS:

The Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding of the Allottee

DRAFT FOR REGISTRATION PURPOSE ONLY

against the Plot in his/her name and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

It is irrevocably agreed by the Allottee that on all amounts received, the Promoter shall be entitled to first adjust/ appropriate any amounts paid firstly towards the taxes, charges, levies etc. due and payable on previous installments. Thereafter, towards the interest levied on the previous pending installment (if any) and, thereafter the pending installment. The balance amounts shall be adjusted towards the taxes, charges, levies etc. due and payable on the current installment due and then on the current installment amount.

The Allottee/s has specifically agreed that if due to any change in the layout plan, the Said Unit ceases to be in a Prime/Preferential Location, the Company shall be liable to refund only the amount of PLC paid by the Allottee without any interest, damages and/or compensation and such refund may be adjusted in the last installment as stated herein in the payment plan. If due to any change in the layout plan, the Said Unit becomes located at Preferential Location, then the Allottee(s) shall be liable and agrees to pay as demanded by the Company additional PLC as applicable.

5. TIME IS ESSENCE:

The Promoter shall abide by the time schedule for completing the Project as disclosed at the time of registration of the Project with the Authority and towards handing over the Plot to the Allottee and the Common Areas to the association of Allottees or the competent authority, 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 Schedule C ("Payment Plan") and in case allottee shall not comply with the timely payment of installments and other dues, he shall be treated as allottee in default and terms conditions of default as mentioned in this agreement shall apply.

6. CONSTRUCTION OF THE PROJECT/PLOT:

The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the Plot and accepted the payment plan and the specifications, amenities and facilities [annexed along with this Agreement] which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said layout plans, and

DRAFT FOR RERA REGISTRATION PURPOSES ONLY

specifications, amenities and facilities. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, and density norms and provisions prescribed by the..... .....[Please insert the relevant State laws] and shall not have an option to make any variation/alteration/modification in such plans, other than in the manner provided under the Act, and breach of this term by the Promoter shall constitute a material breach of the Agreement.

The allottee irrevocably provides his consent through this agreement, as required under Section 14 of the Act, in respect to any further alterations/modifications or additions in sanctioned or layout plans and specifications or the common areas within the project., as approved by the competent authority and not to obstruct and /or raise any objections in future.

7. POSSESSION OF THE PLOT:

7.1. **Schedule for possession of the said PLOT**- the Promoter agrees and understands that timely delivery of possession of the Plot to the Allottee and the Common Areas to the Association of Allottees or the competent authority, as the case may be, is the essence of the Agreement. If the allottee defaults in paying the relevant amounts as per the payment plan along with all the other taxes/charges, he shall not be entitled to enforce the timeline of project completion. Therefore, subject to the timely receipt of payment of price and the other amounts from the allottee as per this agreement, The promoter assures to hand over possession of the Plot along with ready and complete Common Areas with all specifications, amenities and facilities of the Project in place on....., unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project ("Force Majeure") Or there is a delay due to any reasonable circumstances. If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Plot.

Provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. In such an event the promoter shall not be liable to pay any penalty/interest/compensation to the allottee. If project is delayed due to any reasonable circumstances, allottee agrees that promoter shall be entitled to the extension of time for delivery of possession of the Plot as may be granted by the Authority and no penalty/interest/compensation for such delayed period shall be paid by the promoter.

The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter, after deducting the taxes paid by the promoter on behalf of allottee (if any), from the allotment within 120 days from that date. The Promoter shall intimate the Allottee about such termination at least thirty days prior to such termination. After refund of the money paid by the Allottee, the Allottee agrees that he/she shall not have any right, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

In case the project is developed in phases, it will be the duty of the promoter to maintain those common areas and facilities which are not complete and handover all the common areas and facilities to the RWA once all phases are completed. The promoter shall not charge more than the normal maintenance charges from the allottees.

7.2. **Procedure for taking possession** – The promoter, upon obtaining the completion certificate/occupancy certificate (as applicable) from the competent authority shall vide "offer letter" offer in writing the possession of the Plot with demand of all the outstanding dues, Interest (if any) stamp duty, registration charges and documentation charges, other incidental charges., to the Allottee in terms of this Agreement to be taken within two months from the date of issue of completion certificate/occupancy certificate

{Provided that, in the absence of Applicable Law the conveyance deed in favour of the Allottee shall be carried out by the Promoter within 3 months from the date of issue of completion/occupancy certificate (as applicable)}. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee, after taking possession, agrees to pay the maintenance charges as determined by the Promoter/association of Allottees, as the case may be after the issuance of the completion/occupancy certificate (as applicable) for the project. The Promoter shall hand over the completion/occupancy certificate, if received (as applicable), of the Plot to the Allottee at the time of conveyance of the same.

It shall be duty of the allottee to adhere to the prescribed time line for payment of dues and execution and registration of sale deed.

7.3. **Failure of Allottee to take Possession**– Upon receiving a written intimation from the Promoter as per Para 7.2, the Allottee shall take possession of the Plot

DRAFT FOR RERA REGISTRATION PURPOSES ONLY

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 Plot to the Allottee. In case the Allottee fails to take possession within the time provided in Para 7.2, such allottee shall be liable to pay to the promoter holding charges at the rate of Rs. 1/- per **month** per **sq. ft.** of plot area for the period beyond 3 months till actual date of possession in addition to maintenance charges as specified in Para 7.2. And the allottee shall also be liable to pay interest on the unpaid amount at the interest rate till actual date of possession.

In case the Said unit is omitted due to change in the plan or the Company is unable to allot or hand over the same to the Allottee(s) for any reason, whatsoever, beyond its control including force majeure conditions (defined hereinafter), the Company may offer an alternate Unit approximately of the same type/specification, if allottee agree to accept said alternative unit, then he/she shall not to raise any dispute/ demand/ claim against the Company on account of not providing the Said Unit.

7.4. **Possession by the Allottee** – After obtaining the completion certificate/occupancy certificate (as applicable) and handing over physical possession of the Plot to the Allottee(s), it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including the Common Areas, to the association of Allottees or the competent authority, as the case may be, as per the Applicable Law.

{Provided that, in the absence of any Applicable Law, the Promoter shall hand over the necessary documents and plans, including Common Areas, to the association of Allottees or the competent authority, as the case may be, within thirty days after obtaining the completion certificate/occupancy certificate (as applicable)}.

The Promoter shall not be responsible for any wear and tear damage caused to the Unit on account of delay on the part of the Allottee(s) in taking over possession and in such event the Allottee(s) shall have to take possession of the same on "as is where is basis". The Allottee(s) shall be responsible and liable for all civil and criminal liabilities, which may accrue qua such Premises & will not raise any claim, dispute etc in this regard at any time (present or future) whatsoever.

The Allottee(s) upon taking possession of the Said Unit (Plot), shall not raise any dispute and/or make any claim, whatsoever, in respect of the Said Unit (Plot) against the Company and shall be entitled to use and occupy the Said Unit (Plot) for residential purposes without any interference but subjected to the

DRAFT FOR RERA REGISTRATION PURPOSES ONLY

terms and conditions, stipulations contained herein, provided the Allottee(s) has cleared all dues and the Sale/Transfer Deed has been executed and registered in his/her/their favor.

The Allottee(s) agrees and undertakes to sign the standard format of Possession document(s), Maintenance Agreements etc. as and when called upon to sign by the Company and shall abide by its terms and conditions. The Allottee(s) shall pay charges towards insurance, IFMS, MRMC, stamp duty and other charges etc. at the time of offer of possession/FDN.

The Allottee(s) shall pay in respect of his/her/their Said Unit all charges payable to various departments or to the Company (as may be applicable) for obtaining service connections like water, sewer etc. including security deposits for sanction and release of such connections as well as service charges pertaining thereto as and when demanded or requisite. If the Company pays these similar charges in bulk to any public or private agency then it shall be liable to recover the same on pro-rata basis from the Allottee(s).

The possession date of the Said Unit as agreed upon is only indicative and the Company may offer possession before that, in case of early possession, the balance installment(s) and other charges under various heads mentioned herein shall become due immediately.

7.5. **Cancellation by Allottee** – The Allottee shall have the right to cancel/withdraw his allotment in the Project as provided in the Act.

Provided that where the Allottee(s), proposes to cancel/withdraw from the project without any fault of the promoter, the promoter herein is entitled to forfeit the booking amount paid for the allotment along with all/any taxes, duties, cess, etc. deposited by the Promoter to the concerned department/authority in respect of the said Unit. The promoter shall refund 50% (Fifty Percent) of the balance amount of money paid by the allottee within 45 (Forty Five) days of such cancellation/withdrawal and remaining 50% (Fifty Percent) of the balance amount on re-allotment of the Plot or at the end of one years from the date of cancellation/withdrawal, whichever is earlier. Allottee is also required to pay all other penalties and interest liabilities due as on the date of such termination. The Promoter shall inform the previous allottee, the date of re-allotment of the said Plot and also display this information on official website of UP RERA on the date of re-allotment.

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7.6. **Compensation** – The Promoter shall compensate the Allottee in case of any loss caused to him due to defective title of the land, on which the Project is being developed or has been developed, in the manner as provided under the Act and the claim for interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force.

The Allottee(s) acknowledges that subject to the terms and conditions of this Application Form/Allotment Certificate & Agreement, in case of any delay (except for Force Majeure conditions (defined hereinafter), and conditions) by the Company in completion of construction of the Said Unit and consequently there is delay in offer of possession of the Said Unit, the Company shall pay suitable compensation @ Rs. 25/- (Rupees Twenty Five Only) per sq. mtr of the plot area of the Said Unit per month or any part thereof only to the first named Allottee and not to anyone else till the date of FDN, provided the Allottee(s) is not in default/breach of the terms and conditions set out in the Allotment Certificate & Agreement. The Allottee(s) agrees and confirms that the compensation herein is mutually negotiated and is a just and equitable estimate of the damages which the Allottee(s) may suffer and the Allottee(s) agrees that it shall have no other right, claims whatsoever. The adjustment of such compensation shall be done only at the time of execution of sale deed of the Said Unit, to the Allottee(s) first named.

Except for occurrence of a Force Majeure event, if the Promoter fails to complete or is unable to give possession of the Plot (i) in accordance with the terms of this Agreement, duly completed by the date specified in Para 7.1; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Promoter shall be liable, on demand to the Allottees, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him excluding all/any taxes, duties, cess, etc. deposited by the Promoter to the concerned department/authority in respect of the Plot with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act within forty five days of it becoming due:

Provided that where if the Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee interest at the rate prescribed in the Rules for every month of delay, till the handing over of the possession of the Plot, which shall be paid by the Promoter to the Allottee within forty-five days of it becoming due.

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8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

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

i) The [Promoter] has absolute, clear and marketable title with respect to the said land; the requisite rights to carry out development upon the said land and absolute, actual, physical and legal possessions of the said land for the project.

ii) The promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the project

iii) There are no encumbrances upon the said land of the project;
[In case there are any encumbrances on the land provide details of such encumbrances including any rights, title, interest and name of party in or over such land].

iv) There are no litigations pending before any court of law or Authority with respect to the said land, Project or the Plot;

v) All approvals, licenses and permits issued by the competent authorities with respect to the project, said Land and Plot are valid and subsisting and have been obtained by following due process of law. Further, the promoter has been and shall, at all times, remain to be in compliance with all applicable law in relation to the project, said land, Plot and Common Areas.

vi) The Promoter has the right to enter into this agreement and has not committed or omitted to perform any act or thing, whereby the right title and interest of the allottee created herein, may prejudicially be affected.

vii) The Promoter has not entered into any agreement for sale/lease and/or development agreement or any other agreement / arrangement with any person or party with respect to the said land, including the project and the said Plot which shall, in any manner, affect the rights of the Allottee under this agreement;

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viii) The promoter confirms that the promoter is not restricted in any manner whatsoever from selling the said Plot to the Allottee in the manner contemplated in this agreement.

ix) At the time of execution of the conveyance deed the promoter shall handover lawful, vacant, peaceful, physical possession of the Plot to the allottee and the common areas to the association of the allottees or the competent authority, as the case may be.

x) The schedule property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the schedule property.

xi) The promoter has duly paid and shall continue to pay and discharge all 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 their competent authorities till the completion certificate/occupancy certificate (as applicable) has been issued and possession of Plot along with the common areas (equipped with all the specifications, amenities and facilities) has been handed over to the allottees and the association of allottees or the competent authorities as the case may be.

xii) No notice from the government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the promoter in respect of the said land and/or the project.

9. EVENTS OF DEFAULTS AND CONSEQUENCES:

9.1. Subject to the force majeure clauses and delay due to reasonable causes, the promoter shall be considered under a condition of default, in the following events.

(i) Promoter fails to provide possession of the Plot to the allottee within the time period specified in Para 7.1 or fails to complete the project within the stipulated time disclosed (including extension) at the time of registration of the project with the authority. For the purpose of this Para, 'ready to possession' shall

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mean that the Unit shall be in a habitable condition which is complete in all respect including the provision of all specifications, amenities and facilities, as agreed to between the parties, and for which occupation certificate and completion certificate, as the case may be, has been issued by the competent authority.

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

9.2. In case of default by promoter under the conditions listed above a non-defaulting allottee is entitled to the following:

(i) Stop making further payments to promoter as demanded by the promoter. If the allottee stops making payments, the promoter shall correct the situation by completing the Construction milestones and only there after the allottee be requires to make the next payment without any interest; or

(ii) The allottee shall have the option of terminating the agreement in which case the promoter shall be liable to refund the entire money paid by the allottee under any head whatsoever towards the purchase of Plot, along with interest at the rate equal to MCLR (Marginal Cost of Landing Rate) on home loan of State Bank of India +1% unless provided otherwise under the Rules within 45 days of receiving the termination notice;

Provided that where an allottee does not intend to withdraw from the project or terminate the agreement he shall be paid, by the promoter, interest at the rate prescribed in the Rules, for every month of delay till the handing over of the possession of the Plot which shall be paid by the promoter to the allottee within 45 days of it becoming due.

9.3. The allottee shall be considered under a condition of default, on the occurrence of the following events:

(i) In case the allottee(s) fails to make payments for 2 (two) consecutive demands made by the promoter as per the payment plan annexed here to, despite having been issued notice in that regard, the allottee shall be liable to pay interest to the promoter on the unpaid amount at the rate equal to MCLR (Marginal Cost of Landing Rate) on home loan of State Bank of India +1% unless provided otherwise under the Rules. The promoter must not be in default to take this benefit.

(ii) In case of default by allottee under the condition listed above continuous for a period beyond 3 (three) consecutive months after notice from the promoter in this regard, the promoter may cancel the allotment of the Plot in favor of the allottee and refund the money paid to him by the allottee after deducting the booking amount and the interest liabilities and this agreement shall thereupon

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stand terminated. The promoter must not be in default to take this benefit. Provided that the promoter shall intimate the allottee about such termination at least 30 days prior to such termination.

(iii) In case of default by the allottee in execution and registration of conveyance deed of the Unit within the period mentioned in Offer Letter, promoter shall be entitled to charge compensation at Rs …… (p.m.) for such delay. Further the Allottee shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899 and Indian Registration Act, 1908 including any actions taken or deficiencies/ penalties imposed by the competent authority.

(iv) In case of breach of any other terms & conditions of this Agreement and violation of any of the Applicable Laws on the part of the Allottee(s), the promoter may cancel the allotment of the Plot and refund the money paid to him by the allottee after deducting the booking amount, the interest liabilities and all taxes, duties, cess, etc. deposited by the Promoter to the concerned department/authority in respect of the Unit and other charges and this agreement shall thereupon stand terminated provided that the promoter shall intimate the allottee about such termination at least 30 days prior to such termination.

(v) In case the allottee is considered as an allottee in default and the said default continues for a period of one year the said agreement shall stand cancelled suo-motu at the will of the Promoter and the allottee shall have no objection in this respect. The Promoter shall present this agreement before the registrar of stamps and shall be eligible to get the same cancelled without the presence of allottee. The allottee agrees to the said condition and undertakes not to take any legal recourse in case of such cancellation by the promoter.

General rights and remedies available to the promoter:

(i) Upon termination of this Agreement by the Promoter, the Allottee(s) shall not have any lien, right, title, interest, or claim in respect of the Unit. The Promoter shall be entitled to sell the Unit to any other person or otherwise deal with the Unit in any manner whatsoever.

(ii) Acceptance of any payment without interest shall not be deemed to be a waiver by the Promoter of its right of charging such interest or of the other rights mentioned in this Agreement.

(iii) Without prejudice to the rights of the Promoter under this Agreement, the Promoter shall be entitled to file/initiate appropriate complaint/proceedings against the Allottee(s) under the Act for default/breach of any of the terms and conditions of this Agreement or the provisions of the Act/ Rules /Regulations.

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10. CONVEYANCE OF THE SAID PLOT:

The promoter, on receipt of total price of the Plot as per Para 1.2 (Including interest on delayed payment and other charges as stated in Para 1.4.1, as applicable) under the agreement from the allottee, shall execute a conveyance deed and convey the title of the Plot to the allottee together with proportionate indivisible share in the Common Areas to the Association of Allottee within 3 months from the date of issuance of the completion certificate and the occupancy certificate (if any) as the case may be:

{Provided that, in the absence of applicable law, the conveyance deed in favor of the allottee shall be carried out by the promoter within three months from the date of issue of completion certificate/occupancy certificate (as applicable)}. However, in case the allottee fails to deposit the stamp duty and /or registration charges within the period mentioned in the notice, the allottee authorizes the promoter to withhold registration of the conveyance deed in his/her favor and promoter may refuse to hand over the possession of Unit to the Allottee(s) till payment of stamp duty and registration charges to the promoter is made by the allottee.

11. MAINTAINANCE OF THE SAID /PLOT/ PROJECT:

The promoter shall be responsible to provide and maintain essential services in the project till the taking over of the maintenance of the project by the association of the allottees upon the issuance of the completion certificate of the project. The cost of such maintenance for 1 (one) year from the date of completion certificate has been included in the total price of the Plot.

However, if the association of allottees is not formed within one year of completion certificate the promoter will be entitled to collect from the allottees amount equal to the amount of maintenance disclosed in Para 1.2 + 10% in lieu of price escalation for the purpose of maintenance for next 1 year and so on. The Promoter will pay the balance amount available with him against the maintenance charges to association of allottees once it is formed.

12. DEFECT LIABILTY:

It Is agreed that in case any structural defect or any other defect in workmanship, quality or provision of service or any other obligations of promoter as per the agreement for sale/lease relating to such development is brought to the notice of the promoter within a period of 5 (five) years by the allottee from the date of handing over possession or the date of obligation of

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the promoter to give the possession to the allottee, whichever is earlier, it shall be the duty of the promoter to rectify such defect without further charge, within thirty days, and in the event of promoters failure to rectify such defect within such time, the aggrieved allottees shall be entitled to receive appropriate compensation in the manner as provided under the act.

13. RIGHT TO ENTER THE PLOT FOR REPAIRS:

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

14. GENERAL COMPLIANCE WITH RESPECT TO THE PLOT:

14.1. The allottee further undertakes, assures and guarantees that he/she would not put any sign-board/nameplate, neon light, publicity material or advertisement material etc. anywhere on the exterior of the Plot/Project. Further the allottee shall not store any hazardous or combustible goods in the Plot or place any kind of thing, articles, goods or heavy material in the common passages, and the Promoter/AOA shall be entitled to remove the same without giving any notice to the Allottee and to take them in its custody at the cost, risk and responsibility of the Allottee. The Promoter/AOA shall have the authority to dispose off the same without any notice or accountability to Allottee and no claim of any sort whatsoever shall be made by the Allottee against the Promoter in respect of such goods/things.

14.2. The Allottee shall not use the said premises for any purpose, which may or is likely to cause nuisance or annoyance to owners/occupants of other units and/or Common Area / Common Parts.

14.3. The Allottee shall not do or suffer anything to be done in or about the said unit which may tend to cause damages to any Common Area/ Roads/ Streets in the Project or in any manner interfere with the use thereof or of any open space, garden/park, passage or amenities available for common use.

14.4. The allottee shall comply with and carryout all the required requisitions, demands and repairs which are required by any Development Authority / Municipal Authority / Government or any other Competent Authority including Maintenance Agency in respect of the said unit, at his own cost and keep the Promoter indemnified, secured and harmless against all costs, consequences

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and all damages, arising on account of non-compliance with the said requisitions, demands and repairs.

14.5. The Allottee agrees and undertakes that he/she shall join Association of Allottees as may be formed by the Promoter on behalf of the unit holders and to pay any fees, subscription charges thereof and to complete such documentation and formalities as may be deemed necessary for this purpose.

14.6. The Allottee(s) shall be liable to pay house-tax, property-tax, fire-fighting tax or any other fee, cess or tax as applicable under law, as and when levied by any local body or authority If the Promoter/AOA has to pay the aforesaid amounts on the behalf of the Allottee(s), the Allottee(s) shall be liable to reimburse the same to the Promoter/AOA within _____days from the date of notice in this regard from the Promoter/AOA, failing which the Promoter/AOA shall be entitled to interest at the Interest Rate for the period commencing on the date on which the Promoter/AOA paid the said amounts to the concerned authorities and ending on the date on which the Allottee(s) pays the said amounts to the Promoter/AOA. All taxes charges, cess, levies etc shall be payable by the Allottee even if such demand is raised by the Authorities retrospectively after possession and/or conveyance of said unit and such demands shall be treated as unpaid consideration of said unit and the Promoter shall have first charge/ lien on said Plot for recovery of such demands from the Allottee.

14.7. The Allottee undertakes not to sub-divide the said unit, agreed to be sold to him / her. The Allottee further undertakes that in case it transfers its right and interests in the said unit, in favour of any person/promoter by way of sale, mortgage, tenancy, license, gift or in any other manner, such person / promoter so inducted by the allottee shall also be bound by the terms and conditions of this agreement.

14.8. The allottee understands and agrees that each space of the Project not separately assessed for municipal taxes etc. the Allottee shall pay proportionate share of the Municipal Taxes, Ground Rent, Land and Building Tax and other Statutory taxes assessed on the whole Project, Such Taxes Fees etc. shall be paid by allottee in proportion to the plot area. Such apportionment shall be made by the Promoter/AOA and the same shall be conclusive, final and binding upon the Allottee and the Allottee shall promptly pay such proportionate amount of tax.

14.9. The allottee agrees that if at any time under any law/order or if the promoter may think necessary to insure the title of the land/Plot/project, the charges towards the same shall be paid by the allottee proportionately as may be demanded by the Promoter in future.

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14.10. In case the Allottee wants to avail of a loan facility from any financial institution/Bank to facilitate the purchase of the Unit applied for, the Promoter shall facilitate the process subject to the following:

i. Any financing agreement between FI/Bank and the Allottee shall be entered into by the Allottee at its sole cost, expense, liability, risk and consequences.
ii. The terms and conditions of financing agency shall exclusively be binding and applicable upon the Allottee(s) only.
iii. The responsibility of getting the loan sanctioned and disbursed, in accordance with the payment schedule shall rest exclusively on the Allottee. In the event of the loan not being sanctioned or the disbursement getting delayed, the payment to the Promoter, as per the payment schedule, shall be ensured by the Allottee, failing which, the delay payment charges shall be applicable.
iv. In case of default in repayment of dues of the financial institution/agency by the allottee(s), the allottee authorizes the promoter to cancel the allotment of the said unit/Plot and repay the amount received till the date after deduction of booking amount, Interest on delayed payments, other charges and taxes directly to the financing institution/agency on receipt of such request from financing agency without any reference to the allottee.

14.11. The Allottee is aware of the applicability of Tax Deduction at Source (TDS) with respect of the said Unit. Further, the Allottee has to deduct the applicable Tax Deduction at Source (TDS) at the time of making of actual payment or credit of such sum to the account of the Promoter, whichever is earlier as per Section 194-IA in the Income Tax Act, 1961. Further, the Allottee shall submit the original TDS certificate within the prescribed timelines mentioned in the Income Tax Act, 1961.

14.12. The Allottee expressly agrees that the promoter shall be solely entitled to claim any/ all the refundable amounts deposited by the promoter to various competent authorities during the entire course of construction of the project.

14.13. The Allottee understands and agrees that in the event of paucity or non-availability of any material and/or brand the Promoter may use alternative materials/ article and/or equivalent brand, but of similar good quality, natural stones, marbles, tiles susceptible to staining and variations in shade and pattern. The Promoter shall not be held liable in any manner whatsoever for the same.

14.14. The Allottee/s are permitted to carry out construction on the said plot at its own cost and expenses subject to (i) approval of building plans and

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specifications by competent authority (ies), (ii) issuance of No Objection Certificate and payment of prescribed charges by/to the Company, (iii) additional construction shall be raised only to the extent as may be permissible on independent residential Plot and (iv) the cost of getting the plans approved for construction / additional construction shall be borne by the Allottee/s. If any such cost against approval of future construction has been paid by the Company, the same shall be reimbursed by the allottee whether or not the allottee actually goes for such additional construction. The Applicant shall be responsible and liable for all consequences, claims, penalty, actions etc. arising out of any breach or non-compliable laws and rule with regard to construction on Said Plot and shall keep the Company harmless and indemnified from the consequences of non-compliance.

14.15. The Allottee is aware of the specifications as shown in the specification sheet are indicative only and that the Company may on its own provide additional /better/substitute specifications and /or facilities other than those mentioned in the specification sheet or sale brochures due to any reason like technical reasons or due to the popular demand or for the reasons of overall betterment of the Project/Said Unit or reasons of non availability. The proportionate cost of such changes will be borne by the Allottee(s) and there shall be no objection or claim in this regard from the allottee(s).

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

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

16. ADDITIONAL CONSTRUCTIONS

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

17. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:

After the promoter execute this Agreement he shall not mortgage or create a charge on the [Plot] and if 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 allottee who has taken or agreed to take such [Plot].

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18. 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 payment due as stipulated in the Payment plan within 30 days from the date of receipt by the allottee and secondly, appears for registration of the same before the concerned Sub register _____(Specify the address of the sub registrar) as and when intimated by the promoter. If the allottee(s) fails to execute and deliver to the Promoter the 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 notice to the allottee for rectifying the default, which if not rectified within 30 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 but after deducting taxes, duties, cess, etc. deposited by the Promoter to the concerned department/authority in respect of the said Plot and deducting reasonable administrative charges.

19. ENTIRE AGREEMENT

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

20. RIGHT TO AMEND

This agreement may only be amended through written consent of the parties. Any clause hereof cannot be orally changed, terminated or waived. Any changes or additional clauses must be set forth in writing duly signed by both the parties which only shall be valid.

21. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE/ SUBSEQUENT ALLOTTEES

It is clearly understood and so agreed by and between the parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of Plot and the project shall equally be applicable to and enforceable

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against and by any subsequent allottees of the Plot in case of a transfer, as the said obligations go along with the Plot for all intents and purposes.

22. WAIVER NOT A LIMITATION TO ENFORCE:

a) The promoter may, at its sole option and discretion, without prejudice to its rights as set out in the agreement waive the breach by the Allottee in not making payments as per the Payment Plan (Schedule C) including waiving the payment of interest for delayed payment. It is made clear so agreed by the allottee(s) that exercise of discretion by the promoter in the case of one allottee shall not be construed to be precedent and/or binding on the promoter to exercise such discretion in the case of other allottee(s).

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

23. SEVERABILITY:

If any provision of this agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made there under or under other Applicable Laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this agreement and to the extent necessary to conform to Act or the rules and regulations made there under or the Applicable laws 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.

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

Wherever in this agreement it is stipulated that the allottee has to make any payment in common with other allottee(s) in project, the same shall be the proportion which the plot area of the Plot bears to the total plot area of all the Plots in the project.

25. NOMINATION

The Allottee hereby nominates Mr./Miss./Mrs. ..... S/o/D/o/W/o/H/o..... R/o..... Aged.....having PAN....., Aadhar No..... as his/her/their nominee for the said Plot. The Promoter hereby gives his consent for the above stated nomination. Further the Allottee shall be solely responsible and liable for all legal, monetary or any other consequences that may arise from such nomination. The allottee assures that the promoter shall not be liable on any

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account, whatsoever, in respect of any transaction between the allottee and his nominee(s). The terms and conditions of this Agreement, shall be binding upon the nominee with full force and effect and he shall be liable to make all payments as specified in this Agreement.

26. ASSIGNMENT

The Allottee shall not be entitled to get the name of his assignee(s) substituted in his place without the prior approval of the Promoter, who may, in its sole discretion, permit the same on such terms as it may deem fit. The allottee assures that the promoter shall not be liable on any account, whatsoever, in respect of any transaction between the allottee and his assignee(s). The terms and conditions of this Agreement, shall be binding upon the assignee(s) with full force and effect and he shall be liable to make all payments as specified in this Agreement. It is distinctly understood by the allottee that upon such transfer, the allottee shall no more be entitled to any privileges and facilities, if any, available in the said unit arising from the allotment of the said Plot. In case the Allottee wants to transfer the rights under the Agreement to Sell after obtaining prior written consent of the Promoter to his spouse/children/parents and HUF, the Promoter shall not charge any Transfer Fee for such transfer. However, in case of transfers to others, the existing allottee of the unit shall be liable to pay Transfer Fee of Rs. ..... per Sq Ft (plus GST/ Service Tax/VAT and other applicable taxes) of the unit to the Promoter for each subsequent transfer(s). The terms and conditions of this Agreement, shall be binding upon the transferee with full force and effect and he shall be liable to make all payments, as specified in the Agreement.

Further The Allottee shall be solely responsible and liable for all legal, monetary or any other consequences that may arise from such transfer/ assignment and the Promoter shall always be kept indemnified by the allottee against all consequences arising out of such assignment.

Any change in the name of the registered allottee with the Promoter shall be deemed as transfer or assignment for this purpose. Any purported assignment by the allottee in violation of terms of this Agreement shall be a default of the part of the allottee entitling the Promoter to cancel this Agreement.

The Allottee and the persons to whom the unit is sold, transferred, assigned or given possession of shall from time to time, sign all applications, papers and documents and do all acts, deeds and things as the Promoter and / or its nominee may ask it to do from time to time which are required under the Act.

27. INDEMNIFICATION: The Allottee(s) shall, without prejudice to any other rights of the Promoter, agrees to indemnify and keep fully indemnified, hold harmless

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and defend the Promoter, from and against third party claims, demands, actions, suits, proceedings, judgments, orders, damages, costs, losses and expenses of any nature whatsoever brought against the Promoter or which the Promoter may suffer or incur due to or by reason of the Allottee(s) making, committing, causing or permitting to be made or committed any default or breach in respect of or non-observance or non-compliance with (i) any of the provisions/covenants of this Agreement and/or (ii) any representation or warranties or covenants of the Allottee(s) being false or incorrect and/or (iii) any other claim, cost or damage directly attributable to the obligations of the Allottee(s) under the Agreement or due to failure/delay of the Allottee(s) to comply with its obligations under the applicable Central and/or State and local laws and/or of any of the provisions of this Agreement and/or (iv) termination of this Agreement by the Allottee(s) without any default/delay on the part of the Promoter and/or (v) due to failure of the Allottee(s) to execute and deliver this Agreement to the Promoter within the time prescribed in this agreement due to failure of the Allottee(s) to appear before the sub-registrar for registration of this Agreement (vii) termination of this Agreement by the Promoter due to any default/delay on the part of the Allottee(s).

i) The Parties acknowledge that the foregoing indemnities shall survive the termination of this Agreement.
ii) The indemnification rights of the Promoter under this Clause shall be in addition to any other rights and remedies available to the Promoter under Applicable Laws, equity and this Agreement.

28. 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.

29. PLACE OF EXECUTION

The execution of this agreement shall be complete only upon the 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 _____ after the agreement is duly executed by the allottee and the promoter or simultaneously with the execution of the said

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agreement shall be registered at the office of the sub-registrar at _____(specify the address of the sub-registrar). Hence this agreement shall be deemed to have been executed at _____.

30. NOTICES

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

_____ Name of Allottee

_____ (Allottee Address)

M/s_____ Promoter name

_____ (Promoter Address)

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

31. JOINT ALLOTTEES.

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

32. SAVINGS:

Any application letter, allotment letter, agreement or any other document signed by the Allottee, in respect of the Unit, prior to the execution and registration of this agreement for Sale/Lease for such Unit, shall not be construed to limit the rights and interests of the Allottee under the Agreement for Sale/Lease or under the Act or the Rules or the Regulations made there under.

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33. GOVERNING LAW:

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

34. DISPUTE RESOLUTIONS:

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretations and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shell be settled, as the case may be, through the Conciliation Committee/ Dispute Resolution Forum/ Authority or Adjudicating Officer appointed under the Act.

36. DISCLOSURE

That the Allottee has entered into this agreement with full knowledge, physical inspection and understanding of the nature of construction and the construction plan of the Promoter, title documents of the Promoter, sale deeds and arrangements, entered into by the Promoter with several other persons and subject to all present and future laws, rules, regulation, bye-laws applicable to this area, including terms and conditions of the undertaking given by the Promoter to concerned authorities, and/or the Government of Uttar Pradesh in this regard and to such other regulations as the Promoter may from time to time promulgate and the Allottee has familiarized himself with all the aforesaid title documents, sale deeds, undertakings, conditions etc.

37. VALUATION FOR STAMP DUTY

That this being an Agreement to sell without possession and total sale consideration is Rs. ..... on which the stamp duty of Rs. ..... is being paid vide_____ dated _____.

That this Agreement has been executed in duplicate. One copy has been retained by the Promoter and other copy has been retained by the Allottee. Both copies shall be considered as original and shall constitute one and the same Agreement. The possession of this Agreement is important akin to

DRAFT FOR REGISTRATION PURPOSE ONLY

document of title. No refund of any kind will be permitted unless the Allottee's original copy has been returned to the Promoter.

[Please insert any other terms and conditions as per the contractual understanding between the parties, however, please ensure that such additional terms and conditions are not in derogation of or inconsistent with the terms and conditions set out above or the Act and the Rules and Regulations made there under.]

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

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Allottee: (including joint buyers)

(1) Signature_____

Name_____

Address_____

Please affix photograph and sign across the photograph

(1) Signature_____

Name_____

Address_____

SIGNED AND DELIVERED BY THE WITHIN NAMED

Please affix photograph and sign across the photograph

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Promoter

(1)Signature(Authorised Signatory)_____

Name_____

Address_____

Please affix photograph and sign across the photograph

At_____ on_____ in the presence of:

WITNESSES:

(1) Signature_____

Name_____

Address_____

(2) Signature_____

Name_____

Address_____

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

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SCHEDULE 'A'

[PLEASE INSERT DESCRIPTION OF THE PLOT AND THE GARAGE/COVERED PARKING (IF APPLICABLE) ALONG WITH BOUNDARIES IN ALL FOUR DIRECTIONS]

SCHEDULE 'B'

COMMON AREAS AND FACILITIES

SCHEDULE 'C'

PAYMENT PLAN

SCHEDULE 'D'

SPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF THE PLOT)

SCHEDULE 'E'

SPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF THE PROJECT)

[The 'Schedules' to this Agreement for Sale shall be agreed to between the Parties]

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