

This Agreement for Sale executed on this (Date)_____ day of (Month)_____

By and Between

M/S SWASTIK INFRA DEVELOPERS, a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at **SWASTIK CITY (PHASE- II) Opp. St. Jude School Budha Jhansi**, PAN No. **AEGFS8493D** , represented by its Authorized Partner

_____, (Aadhar No._____) authorized vide hereinafter referred to as the "**Promoter/Developers**" (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).

AND

Mr./Mrs/Ms._____, Aadhar No._____
S/D/Wof_____, age_____ about residing at _____, (PAN No._____) hereinafter called the "**Allottee/Purchaser**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assigns

DEFINITIONS:

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

- "Act" means the Real Estate (Regulation and Development) Act, 2016 (16 of 2016)
- "Authority" means Uttar Pradesh Real Estate Regulatory Authority)
- "Government" means the Government of Uttar Pradesh.
- "Rules" means the Real Estate (Regulation and Development) (Amendment) Rules, 2016 as amended from time to time.
- "Regulations" means the Regulations made under the Real Estate (Regulation and Development Act, 2016;
- "Section" means a section of the Act.

WHEREAS:

The Promoter is the absolute and lawful owner of [khasra nos./ survey nos. **465 & 467**] totally admeasuring **20505.91 SO.M** situated at in Tehsil & District **JHANSI** ("Said Land")

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.

The **JHANSI DEVELOPMENT AUTHORITY** has granted the commencement certificate to develop the Project vide approval dated **03-04-2024** bearing registration No. **020401014 to be revised** The Promoter has obtained the layout plan, sanctioned plan, specifications and all necessary approvals for the Project from **JDA**. 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.

The Promoter has registered the Project under the provisions of the Act with the Uttar Pradesh Real Estate Regulatory Authority at under registration No. _____

The Purchaser had applied for Villa in the Project vide application No. _____ dated _____ and has been allotted Villa No. _____ having carpet area of square meters (_____) and Build Area square meters (_____).

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

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

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;

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 [Villa No. _____] as specified in above paragraph.

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

- **TERMS:**

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 [Villa No. _____] as specified in above Paragraph

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

The Total Price for the [Villa] based on the carpet area is Rs. _____ ("Total Price") (Give break up and description):

BASE PRICE : _____
PLC : _____
ONE TIME UTILITY: _____
GST @ 5% : _____

TOTAL PRICE. : _____

Explanation:

The Total Price above includes the booking amount paid by the Allottee to the Promoter towards the [Villa]

The Total Price above clearly mentioned the Base Price, PLC, GST on Final Price (Base Price + PLC) and One Time Utility Charges it 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 apartment/plot to the Allottee and the Project to the association of Allottees or the competent authority, as the case may be.

One Time Utility Charges includes Club membership, Electrification, Cost of providing Electrical Connectivity, Water Supply, Water Line Connectivity, Sewer Line Connectivity to the Villa and Security System, Greenery Maintenance system for the Colony.

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;

The Promoter shall periodically intimate in writing to the Allottee, the amount payable as stated above and the Allottee shall make payment demanded by the Promoter within the time and in the manner specified therein.

The Base Price of (Villa No.____) includes recovery of price of land, construction of [not only the Villa but also] the Common Areas, internal development charges, external development charges, taxes finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the Common Areas and includes cost for providing all other facilities, amenities (Please provide the specific) and specifications to be provided within the [Villa] and the Project.

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

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 Villa 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.

If there is any increase in the covered area, which is not more than three percent of the covered area of the Villa, allotted to Allottee, the Promoter may demand that from the Allottee as per the next milestone of the Payment Plan as provided in Schedule C. All these monetary adjustments shall be made at the same rate per square meter/square foot as agreed in para 1.2 of this Agreement.

Subject (Villa no.____), the Promoter agrees and acknowledges, the Allottee shall have the right to the as mentioned below

- The Allottee shall have exclusive ownership of the [Villa no.____].
- The Allottee shall also have undivided proportionate share in the Common Areas. Since the share/interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the Promoter shall hand over the Common Areas to the association of Allottees after duly obtaining the completion certificate from the competent authority as provided in the Act;
- The Allottee has the right to visit the Project site to assess the extent of development of the Project and his Villa, as the case may be.

It is agreed that it is an independent, self-contained Project covering the said Land and is not a part of any other project zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise for the purpose of integration of infrastructure for the benefit of the

Allottee. It is clarified that Project's and amenities other than declared as independent areas in deed of declaration shall be available for use and enjoyment of the Allottees of the Project.

The Promoter agrees to pay all outgoings before transferring the physical possession of the Villa to the Allottee, 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.

The Allottee has paid a sum of Rs. (_____) as **booking amount** being which [Villa] within provided part payment towards the Total Price of the [Villa] at the time of application the receipt of the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the as prescribed in the Payment Plan as may be demanded by the Promoter the time and in the manner specified therein: that if the Allottee delays in payment towards any amount which is payable, he shall be liable to pay at the rate prescribed in the Rules.

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 through A/c Payee cheque/demand draft/bankers cheque or online payment (as applicable) in favour of ' **SWASTIK INERA DEVELOPERS (PHASE-II)** ' payable at JHANSI.

COMPLIANCE OF LAWS RELATING TO REMITTANCES

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 above. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is

any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities, if any, under the applicable laws. The Promoter shall not be responsible towards any third party making payment/ remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the said apartment applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

ADJUSTMENT/APPROPRIATION OF PAYMENTS

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

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 [Villa] 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 "Payment Plan".

CONSTRUCTION OF THE PROJECT

The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the [Villa] and accepted the floor plan, 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, floor plans and specifications, amenities and facilities. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the [Uttar Pradesh, RERA, Act 2024] 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.

POSSESSION OF THE VILLAS

- **Schedule for possession of the said (Villa no _____)** - The Promoter agrees and understands that timely delivery of possession of the [Villa] to the Allottee and the Common Areas to the association of Allottees or the competent authority, as the case may be, is the essence of the Agreement. The Promoter assures to hand over possession of the [Villa] along with ready and complete specifications on, _____ unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake, Lockdown, epidemics, quarantine or any other calamity caused by nature affecting the regular development of the real estate project("Force Majeure"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented.
- **Procedure for taking possession** - The Promoter, shall offer in writing the possession of the [Villa], to the Allottee in terms of this Agreement to be taken within two months from the date of execution of Conveyance deed in favour of 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, after taking possession, agrees to pay the maintenance charges as determined by the Promoter/association of Allottees.
- **Failure of Allottee to take Possession:** Upon receiving a written intimation from the Promoter as per above para, the Allottee shall take possession of the (Villa) 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 [Villa] to the Allottee. In case the Allottee fails to take possession within the time provided in the above para, such Allottee shall be liable to pay to the promoter holding charges at the rate of **Rs. 5/- per month per sq. ft.** of carpet area (in case of Villa) for the period beyond 3 months till actual date of possession in addition to maintenance charges as specified above.
- **Cancellation by Allottee** — The Allottee shall have the right to cancel/withdraw his allotment in the Project as provided in the Act: Provided that where the Allottee proposes to cancel/withdraw from the Project without any fault of the Promoter, the Promoter herein is entitled to forfeit the booking amount paid for the allotment. The promoter shall return 50% (fifty percent) of the balance amount of money paid by the allottee within 45 (forty five) days of such cancellation / withdrawal and the remaining 50% (fifty percent) of the balance amount on re-allotment of the (Villa) or at the end of one year from the date of cancellation / withdrawal by the allottee, whichever is earlier. The promoter shall inform

the previous allottee the date of re-allotment of the said apartment / plot and also display this information on the official website of UP RERA on the date of re-allotment.

- **Resale and Rent/ Lease out Procedure:** After getting the Possession and after the execution of Conveyance deed, the Allottee shall considered to be the whole sole owner of the Villa and shall have the full right to Sale/ Mortgage, Rent /Lease out the said Villa. As to maintain the Dignity, Discipline, Peace and Unity of the Society Allottee here shall agrees, understands, assures and promise that before selling or leasing the said Villa to third party, Allottee shall have to take the written consent of the Promoter or the Association of the Allottees. All the provisions of this agreement shall equally be applicable on the Subsequent Allottee and Renter/ Lessee.

REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

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

- The [Promoter] has absolute, clear and marketable title with respect to the said Land; the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;
- The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- There are no encumbrances upon the said Land or the Project; [in case there are any encumbrances on the land provide details of such encumbrances including any rights, title, interest and name of party in or over such land].
- There are no litigations pending before any Court of law or Authority with respect to the said Land, Project.
- All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land 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, Building and [Apartment/Plot] and Common Areas.
- 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.
- 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 which shall, in any manner, affect the rights of Allottee under this Agreement.
- The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said [Villa] to the Allottee in the manner contemplated in this Agreement.

- At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the [Villa] to the Allottee and the Common Areas to the association of Allottees or the competent authority, as the case may be.
- 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.
- 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.

EVENTS OF DEFAULTS AND CONSEQUENCES

Subject to the Force Majeure clause, the Promoter shall be considered under a condition of Default, in the following events.

- Promoter fails to provide ready to move in possession of the [Villa] to the Allottee within the time period specified in above para or fails to complete the Project within the stipulated time disclosed at the time of registration of the Project with the Authority. For the purpose of this Para, 'ready to move in possession' shall mean that the apartment shall be in a habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the parties.
- 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.
- In case of Default by Promoter under the conditions listed above a non-defaulting Allottee is entitled to the following:
 - Stop making further payments to Promoter as demanded by the Promoter. If the Allottee stops making payments, the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any interest;
 - The Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the apartment, along with interest at the rate equal to MCLR (Marginal Cost of Lending Rate) on home loan of State Bank of India +1% unless provided otherwise under the Rules. within forty-five days of receiving the termination notice, provided that where an Allottee does not intend to withdraw from the Project or terminate the Agreement, he shall be paid, by the Promoter, interest at the rate prescribed in the Rules, for every month of delay till the handing over of the possession of the [Villa], which shall be paid by the Promoter to the Allottee within forty-five days of it becoming due.

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

- In case the Allottee fails to make payments for 2 (two)
 - consecutive demands made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard the Allottee shall be liable to pay interest to the promoter on the unpaid amount at the rate equal to 18% per annum the Promoter must not be in default to take this benefit.
 - In case of Default by Allottee under the condition listed above continues for a period beyond 3 (three) consecutive months after notice from the Promoter in this regard, the Promoter may cancel the allotment of the [Villa] in favour of the Allottee and refund the money paid to him by the Allottee by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated. The Promoter must not be in default to take this benefit; Provided that the Promoter shall intimate the Allottee about such termination at least thirty days prior to such termination.

CONVEYANCE OF THE SAID VILLA

The Promoter, after completion of finishing work of Villa issue Notice to intimate the Allottee for the execution of Conveyance deed and on receipt of Total Price of the [Villa] under the Agreement from the Allottee, shall execute a conveyance deed in favor of Allottee and convey the title of the [Villa] and within 2 months from the date of execution of Conveyance deed the possession of Villa will be given to the Allottee. However, in case the Allottee fails to deposit the stamp duty and/or registration charges within the period mentioned in the notice, the Allottee authorizes the Promoter to withhold registration of the conveyance deed in his/her favor till payment of stamp duty and registration charges to the Promoter is made by the Allottee.

EXPANSION & ADDITION OF PROJECT

The promoter has absolute and lawful right of Expansion of project and addition of more land to the project after requisite approvals of map revision from the competent authorities to carry out development of the project.

MAINTENANCE OF THE PROJECT

The Promoter, shall be responsible to Provide and maintain essential services in the Project till the taking over of the Project by the association of Allottees, if the Association of Allottees is not formed the promoter will be entitled to collect from the allottees amount equal to the amount of maintenance as per actual basis divided among the number of Villas. Maintenance Charges for the

unoccupied Villas will be borne by the Promoter. The Promoter will pay the balance amount available with him against the maintenance charge to Association of Allottees once it is formed.

DEFECT LIABILITY

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the agreement for sale/lease relating to such development is brought to the notice of the Promoter within a period of 3 Months by the Allottee from the date of handing over possession or the date of obligation of the promoter to given possession to the allottee, whichever is earlier it shall be the duty of the Promoter to rectify such defects without further charge, within 30 (thirty) days.

RIGHT TO ENTER THE VILLA FOR REPAIRS:

The Promoter/maintenance agency /association of Allottees shall have rights of unrestricted access of all Common Areas for providing necessary maintenance services and the Allottee agrees to permit the association of Allottees and/or maintenance agency to enter into the [Villa] 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.

USAGE:

Use of Common and Service Areas: The Road Side Area and service areas, if any, as located within the (SWASTIK CITY), shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms and equipments etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the services areas and the Common Areas in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the association of Allottees formed by the Allottees for rendering maintenance services.

GENERAL COMPLIANCE WITH RESPECT TO THE VILLA:

- Subject to Para above, the Allottee shall, after taking possession, be solely responsible to maintain the [Villa] at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the [Villa], or the common passages, parks, or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the [Villa] and keep the [Villas], its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition.
- 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. on the face / facade of the Villa or anywhere on the exterior of the Project, buildings

therein or Common Areas. The Allottees shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the [Villa] or place any heavy material / anything of personnel use in the common areas, in parks and on the roads. The Allottee shall also not remove any wall, including the outer and load bearing wall of the [Villa].

- The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and the load sanctioned by the department thereafter the association of Allottees and/or maintenance agency appointed by association of Allottees. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid condition.
- The Allottee further undertakes, assures and guarantees that he/she would not do any underground boring for underground water and use the water supply facility provided by the Promoter and maintained by the Promoter or association of Allottees.

COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES

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

ADDITIONAL CONSTRUCTIONS

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

BINDING EFFECT

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

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 Villa, as the case may be.

RIGHT TO AMEND

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

PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE / SUBSEQUENT ALLOTTEES

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

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

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

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 after the Agreement is duly executed by the Allottee and the Promoter at _____ Hence this Agreement shall be deemed to have been executed at _____

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: SWASTIK INFRA DEVELOPERS

Promoter Address: Swastik City, Opp. St. Jude School, Budha Jhansi.

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.

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.

DISPUTE RESOLUTION

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

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.

Kindly get it signed by the all the allottee and authorized representative of the promoter along with the two witnesses.

DESCRIPTION OF THE [VILLA] ALONG WITH BOUNDARIES IN ALL FOUR DIRECTIONS

TYPE & NO. OF VILLA:

EAST: _____

WEST: _____

NORTH: _____

SOUTH: _____

SCHEDULE 'B' - PLAN OF THE VILLA (AS PER BROUCHER)

SCHEDULE 'C' - PAYMENT PLAN

SCHEDULE 'D' — SPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF THE VILLA) (AS PER BROUCHER)

SCHEDULE 'E' — SPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF THE PROJECT) (AS PER BROUCHER)