

AGREEMENT FOR SALE

This Agreement for Sale ("**Agreement**") executed on this _____
(Date) day of _____(Month), 20 _____

By and Between

M/s. Utility Estates Private Limited
(CINU45202DL2001PTC113391), a company incorporated
under the provisions of the Companies Act [1956 or 2013, as
the case may be], having its registered & corporate office at
11, New Rajdhani Enclave, Vikas Marg, Delhi - 110092
(PANAAACU5134E) represented by its authorized signatory,
Mr. _____

S/o Mr. _____

(Voter Card No. _____), authorized
vide board resolution/authority letter dated
_____, hereinafter referred to as the
"Promoter" (which expression shall unless repugnant to the
context or meaning there of be deemed to mean and include its
successor-in-interest, and permitted assigns).

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AND

[If the Allottee 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 _____, (PAN _____), represented by its authorized signatory, Mr. _____ S/o Mr. _____, (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

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partner Mr. _____, (Aadhar No. _____) authorized vide Authority Letter dated _____, 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./Mrs./Ms. _____
(Aadhar No. _____) son/wife/daughter of
Mr. _____, aged about _____,
residing at _____

(PAN _____) and

Mr./Mrs./Ms. _____
(Aadhar No. _____) son/wife/daughter of
Mr. _____, aged about _____,
residing at _____

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(PAN _____), hereinafter called the “**Allottee**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assigns).

[OR]

[If the Allottee is a HUF]

Mr. _____,
(Aadhar No. _____) son of Mr. _____
aged about _____ Years for self and as the Karta of the Hindu
Joint Mitakshara Family known as _____
HUF, having its place of business/residence at
_____,
(PAN _____), hereinafter referred to as the
“**Allottee**” (which expression shall unless repugnant to the
context or meaning thereof be deemed to mean and include the
members or member for the time being of the said HUF, and
their respective heirs, executors, administrators and permitted
assigns).

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

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)

- (a) “Authority” means Uttar Pradesh Real Estate Regulatory Authority.
- (b) “Government” means the Government of Uttar Pradesh.
- (c) “Project” means and comprising of a Commercial Complex situated at Plot No. Commercial-2, admeasuring 3,491.61 Sq. Mtr., Park Town Integrated Township, Shahpur Bamhetta, Pargana Dasna, Tehsil & District Ghaziabad, UP-201002.
- (d) “Rules” means the Uttar Pradesh Real Estate (Regulation and Development) Rules, 2016 and any amendments thereof, from time to time.
- (e) “Regulations” means the Regulations made under the Real Estate (Regulation and Development) Act, 2016 by the Government.
- (f) “Section” means a section of the Act.

WHEREAS:

- A. The Promoter is the absolute and lawful owner of land admeasuring 3,491.61 Sq. Mtr. being situated at Commercial Plot No. 2 falling in Khasra Nos. 1643, 1644, 1645 and 1646 situated at Park Town Integrated Township, Shahpur Bamhetta, Pargana Dasna, Tehsil & District Ghaziabad, UP (“Said Land”), vide deed no. 3477 and 3487 dated 09-05-2014, registered in the office of Sub Registrar-1, Ghaziabad, UP and Order bearing No. 233/107/T-1/2021/5840 Dated 15-09-2021 passed by the Regional Director (NR), Ministry of Corporate Affairs, Govt. of India in the Scheme of Merger or Amalgamation between M/s. Gentian Propbuild Private Limited, M/s. Incredible

Infrastructure Private Limited and M/s. Eclogue Conbuild Private Limited with M/s. Utility Estates Private Limited.

B. The Said Land is earmarked for the purpose of building a Commercial Complex, and the said project shall be known as **“Aditya SCO Complex”(“Project”)** being situated at the above said plot;

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 constructed have been completed;

D. The Ghaziabad Development Authority, Ghaziabad has granted the sanction to develop the above said plot/project vide Permit No. COMMERCIAL/BUILDING/07390/GDA/BP/24-25/0448/11072024 Permit Date 29-07-2024 File No. GDA/BP/24-25/0448;

E. The Promoter has obtained the layout plan, sanctioned plan, and all necessary approvals for the Project and also for the space/units, from the Ghaziabad Development 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 and/or this agreement;

F. The Promoter has registered the Project under the provisions of the Act with the Uttar Pradesh Real Estate Regulatory Authority at Lucknow, Uttar Pradesh on _____ under Registration No. _____;

G. The Allottee had applied for a Commercial Space/Unit/Apartment in the Project vide **application dated _____ and has been allotted Commercial Space/Unit No. _____ having Carpet Area of _____ Square Meters (_____ Square Feet) on _____ Floor**

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in Tower/Block/Building No._____ (“Building”) along with Garage/Covered Parking No. NIL admeasuring N.A. Square Meters(N.A. Square Feet) in the N.A., as permissible under the Rule 2 (1) of U.P. Real Estate (Regulation & Development) Rules, 2016(hereinafter referred to as the “Space/Unit/Apartment”) and the description of the Space/Unit/Apartment and Floor Plan are annexed hereto and marked as **Schedule A & Schedule B;**

- G.G. The allottee has not been allocated any parking in the Open Parking Area.
- 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. 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;
- J. 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;
- K. 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 Space/Unit and the Garage/Covered Parking (if applicable) as specified in Para G.
- L. The Allottee has confirmed that he has applied for allotment of Commercial Unit as detailed above

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which shall be used for Commercial Purpose only and for Commercial Gain.

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 Space/Unit as specified in Para G in accordance with the Payment Plan Annexed herewith as Schedule C. In case, the Allottee wishes to avail finance to purchase the said unit/space in the project through loan from a bank / financial institution / etc., the responsibility of getting the loan sanctioned and disbursed, as per the payment schedule will rest exclusively upon the Allottee. The Promoter may only facilitate the process.

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 Space/Unit based on the

Carpet Area is Rs.

_____ **(Rupees)** _____

Only ("Total Price"). Description and Break-up of the Space/Unit is as follows :

Block/Building/Tower No.____	Rate of Space/Unit Rs.
Space /Unit No._____	_____ Per Square Meter

Floor _____	(Rs. _____ Per Square Feet)
Carpet Area _____ Sq.Mtr. (_____ Sq. Ft.)	
Total Price (In Rs.)	Rs. _____/- (Rupees _____ _____)

Break-up of the Total Price for the Said Space/Unit is as follows:

Particulars	Amount (In Rs.)
a. Basic Cost of Space/Unit	
b. Electricity Infrastructure Charges (_____ KVA)	
c. Power Backup Charges (_____ KVA)	
d. Prepaid Meter Charges	
1. Cost of Space/Unit (a+b+c+d)	

And

2. Other Applicable Taxes	
3. Maintenance Charges (For 1 year from the date of Offer of Possession) including Applicable Taxes on Maintenance Charges.	
4. Government Levies (Labour Cess)	
TOTAL PRICE (1+2+3+4)	
5. Interest Free Maintenance Security (IFMS)	
6. Sinking Fund	

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Total Payments (1+2+3+4+5+6)	
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Explanation:

- (i) The Total Price above includes the booking amount paid by the Allottee to the Promoter towards the Space/Unit ;
- (ii) The Total Price above includes GST, in connection with the construction of the Project payable by the Promoter up to the date of offer of handing over the possession of the Space/Unit to the Allottee and the Project to the Association of Allottees, Maintenance Agency 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 may 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. However, it is hereby agreed that the Allottee shall adhere to the Payment Plan agreed herein, irrespective of intimation/demand or receipt of such intimation/demand. 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, if required by the allottee;

- (iv) Save & except as provided in clause 1.3 herein, the Total Price of Space/Unit includes recovery of Price of land, construction of not only the Space/Unit but also the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring in common areas, Electrical connectivity to the Said Space/Unit at one point, lift, water line& plumbing line in common toilets, finishing with paint, marbles/tiles, doors, windows in common areas, fire detection and firefighting equipment as per approved drawings, maintenance charges as per Para 11 etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the Space/Unit and the Project as per this agreement. The Parking Area/Parking Facility will not be considered as included in the Common Areas/Common Area Facilities/Amenities in this agreement. The parking facility will be allowed by the Promoter or its agency as per the availability on chargeable basis to the allottee and visitors to the project.

The Total Payments mentioned above includes Interest Free Maintenance Security Deposits (IFMS) which can be utilized by the Promoter/Maintenance Agency to recover/adjust outstanding maintenance charges, payable by the allottee to the Promoter/Maintenance Agency and the balance amount remaining post adjustment of outstanding dues, shall be transferred to the Maintenance Agency/Association of Apartment Owners(AOA).

- (v) The Total Payments mentioned above includes Sinking Fund which can be utilized by the Promoter/Maintenance Agency to meet, recover, adjust capital nature expenditure like replacement of capital equipment like lifts, dg sets, water pumps, motors etc. installed in the project and meeting major level repairs, maintenance, painting expenses etc. in the project and remaining balance, if any shall be transferred to the Maintenance Agency/AOA.

1.3 The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay, due to increase/new imposition/levy on account of development fee, infrastructure charges, any other charges, fees, taxes, cess etc. payable to the competent authority/other authority/department/court tribunal/ etc. from time to time. The land cost considered herein for the purpose of calculating cost of Space/Unit includes the consideration paid to farmers and land owners and compensation, if any awarded for such acquisition, however, any award/compensation/etc. and or any increase thereof by any court, authority or otherwise towards the project land subsequent to hereof shall constitute as additional land cost and shall be in addition to the total price mentioned above and be recoverable from the allottee in addition to the total price mentioned above. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development fee, infrastructure charges, any other charges, fees, taxes, cess, compensation, award, land cost imposed/levied/demanded by any competent authority/court/department/tribunal etc., the Promoter shall enclose the requisite notification/order/rule/regulation/order to that effect along with the demand letter being issued to the Allottee, which shall only be recoverable along with 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") irrespective of any demand letter issued by the Promoter or not;
- 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 @ NIL % per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.
- 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 Space/Unit, 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 if such changes are in the overall all interest of the project or such minor changes or alterations as per the provisions of the Act.

The Promoter, as per the prevailing sanctions, availed single point electricity connection. If there is any requirement of such conversion of electricity system from single point to multi point supply due to direction, rules and regulations of the Government/Court/Act etc., the same shall be carried out by the Resident Welfare Association(RWA)/AOA/Maintenance Agency/Promoter after recovering the cost of such conversion from all the allottees individually in proportion to the contracted load allotted to each allottee.

Further, if such conversion happens, the Promoter and/or Maintenance Agency shall not reimburse any charges/cost already recovered by them from Allottee for providing electricity facility through single point electricity connection as the Promoter/Maintenance Agency has already incurred infrastructure cost for providing electricity facility through single point electricity connection.

1.7 The Promoter shall confirm to the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the completion certificate/occupancy/part completion certificate/part occupancy certificate (as applicable)*is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet areas shall be recalculated upon confirmation by the Promoter. If there is reduction in the carpet area then the Promoter shall adjust the excess money paid by Allottee in the next installment payable by the Allottee to the Promoter as per the next milestone of the Payment Plan as provided in Schedule C. If there is any increase in the carpet area, which is not more than three percent of the carpet area of the Space/Unit, allotted to Allottee, the Promoter may demand that excess amount 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 average cost/price/payment as agreed in Para 1.2 of this Agreement.

1.8 Subject to Para 9.3 the Promoter agrees and acknowledges, the Allottee shall have the right to the Space/Unit as mentioned below;

(i) The Allottee shall have exclusive ownership of the Space/Unit:

(ii) 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/Maintenance Agency after duly obtaining the completion certificate*from the competent authority as provided in the Act;

- (iii) That the computation of the price of the Space/Unit has been carried out as per the provisions mentioned in Clause 1.2 (iv) of this agreement;
- (iv) The Allottee has the right to visit the project site to assess the extent of development of the Project and his Space/Unit.

1.9 It is made clear by the Promoter and the Allottee agrees that the Space/Unit along with NIL Garage/Covered Parking as per clause G 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, except Parking Areas being part of Independent Area, shall be available only for use and enjoyment of the Allottees of the Project.

1.10 The Promoter agrees to pay all due outgoings before transferring the physical possession of the Space/Unit 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 due outgoings collected by it from the Allottees or any liability, mortgage loan and interest thereon before transferring the Space/Unit 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

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authority or person 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.

1.11 The Allottee has paid a sum of Rs. _____/-
(Rupees _____ Only)
as booking amount being part payment towards the Total Price of the Space/Unit at the time of application, the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining amount of the Space/Unit 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 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 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), payable at Delhi in favor of the Promoter or its agency.

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,

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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 obligation under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or the statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

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

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS:

The Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding of the Allottee against the Space/Unit, if any, in his/her name and the Allottee

undertakes not to object/demand/direct the Promoter to adjust his payments in any manner;

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 offer for handing over possession of the Space/Unit to the Allottee and the offer for handing over of Common Areas to the Association of Allottees/Maintenance Agency 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”).

6. CONSTRUCTION OF THE PROJECT/SPACE/UNIT:

The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the Space/Unit 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 UP Urban Planning & Development Act, 1973 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 this agreement, and breach of this terms by the Promoter shall constitute a material breach of the Agreement.

7. POSSESSION OF THE SPACE/UNIT/PLOT:

7.1 Schedule for possession of the said Space/Unit. The Promoter agrees and understands that timely delivery

of possession of the Space/Unit to the Allottee and the Common Areas to the Association of Allottees, Maintenance Agency or the Competent Authority, as the case may be, is the essence of the Agreement. The Promoter assures to offer possession of the Space/Unit along with ready and complete Common Areas with all specifications, amenities and facilities of the Project in place on 18-07-2028, unless there is delay or failure due to war, stay, court orders, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project (“Force Majeure”). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Space/Unit:

Provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the allotment within 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 rights, 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 AOA/RWA/Maintenance Agency, 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

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certificate/part completion certificate/part occupancy certificate* (as applicable) from the competent authority, shall offer in writing the possession of the Space/Unit, to the Allottee in terms of this Agreement to be taken within 2 months from the date of issue of completion certificate/occupancy certificate/part completion certificate/part occupancy certificate* (as applicable):

Provided that, in the absence of Applicable Law, the sale deed in favor of the Allottee shall be carried out by the Promoter within 3 months from the date of issue of completion certificate/occupancy certificate/part completion certificate/part occupancy certificate* (as applicable) only after receipt of all due amounts from the Allottee as per the terms and conditions of this agreement. 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/AOA/Maintenance Agency, as the case may be after the issuance of the completion certificate/occupancy certificate/part completion certificate/part occupancy certificate*(as applicable) for the project. The Promoter shall handover the completion certificate/occupancy certificate/part completion certificate/part occupancy certificate*(as applicable) in respect of the Space/Unit/Project, to the Allottee at the time of conveyance of the same.

- 7.3 Failure of Allottee to take Possession of Space/Unit- Upon receiving a written intimation from the Promoter as per Para 7.2, the Allottee shall take possession of the Space/Unit from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this agreement or by the Promoter, and the Promoter shall give possession of the Space/Unit 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. 2/- per month per sq. ft. of carpet area for the period beyond 3 month still actual date of possession

in addition to maintenance charges as specified in this agreement.

- 7.4 Possession by the Allottee- After obtaining the completion certificate/occupancy certificate* (as applicable) and handing over physical possession of the Space/Unit to the Allottees, it shall be the responsibility of the Promoter to offer handing over the necessary documents and plans, including Common Areas, to the association of Allottees, maintenance agency 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 offer the handing over of necessary documents and plans, including Common Areas, to the Association of Allottees, Maintenance Agency or the competent authority, as the case may be, within thirty days after obtaining the completion certificate/occupancy certificate* (as applicable).

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

Provided that where the Allottee proposes to cancel/withdraw from the Project without any fault of the Promoter, the Promoter herein is entitled to forfeit the booking amount 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 Space/Unit 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 Space/Unit and also display this information on the official website of UPRERA on the date of re-allotment. In case, if the allottee defaults in making repayment of loan, interest etc. to the financing agency which has financed the Allottee to purchase the said space/unit and financing agency recalls for the loan amount including interest, penalty etc., the promoter in such case will not be liable to make

repayment of loan to the financing agency and the financing agency will be entitled to recover its loan amount from the Allottee or by auctioning the said unit/space as per law or by both.

- 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 has been developed, in the manner as provided under the Act and the claim for interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force.

Except for occurrence of a Force Majeure event, if the Promoter fails to complete or is unable to give offer of possession of the Space/Unit(i) in accordance with the terms of this Agreement, duly completed by the date specified in Para 7.1; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the promoter shall be liable, on demand to the Allottees, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Space/Unit, with interest at the rate prescribed in the rules including compensation in the manner as provided under the Act within forty-five days of its 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 offer of possession of the Space/Unit to the Allottee, which shall be paid by the Promoter to the Allottee after adjusting against the final payment payable by the Allottee to the Promoter for obtaining possession of the said space/unit.

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 possession of the said land for the Project;
- (ii) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- (iii) There are no litigations pending before any Court of law or Authority with respect to the said Land, Project or the Space/Unit;
- (iv) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Space/Unit are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable Law in relation to the Project, said Land, Building and Space/Unit and Common Areas;
- (v) 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;
- (vi) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement/arrangement with any person or party with respect to the said Land, including the Project and the Said Space/Unit which shall, in any manner, affect the rights of Allottee under this Agreement;
- (vii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Space/Unit to the Allottee in the manner contemplated in this Agreement;
- (viii) At the time of execution of the sale deed, the Promoter shall handover lawful, vacant, peaceful, physical possession of the Space/Unit to the Allottee and the Common Areas to the Association of

Allottees, Maintenance Agency or the competent authority, as the case may be;

- (ix) The Schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Schedule Property;
- (x) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities till the completion certificate/occupancy certificate/part completion certificate/part occupancy certificate* (as applicable) has been issued and offer of possession of Space/Unit or the building, as the case may be along with common Areas(equipped with all the specifications, amenities and facilities) has been given to the Allottee and the Association of Allottees, Maintenance Agency or the competent authority, as the case may be;
- (xi) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoter in respect of the said Land and/or the Project.

9. EVENTS OF DEFAULTS AND CONSEQUENCES:

9.1 Subject to the Force majeure clause, the Promoter shall be considered under a condition of Default, in the following events:

- (i) Promoter fails to provide offer for ready to move in possession of the Space/Unit to the Allottee within the time period specified in para 7.1 or fails to complete the Project within the stipulated time disclosed at the time of registration of the Project with the Authority. For the purpose of this Para, 'ready to move in possession' shall mean that the Space/Unit shall be in a habitable condition which is

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complete in all respect including the provision of all specification, amenities and facilities, as agreed to between the parties, and for which occupation certificate/completion certificate part occupation certificate/part 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, anon-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 thereafter the Allottee be required to make the next payment without any interest; or
- (ii) The Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the Space/Unit, 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 until the promoter achieves the construction milestone as per the construction schedule of the project submitted by the Promoter with RERA Authority or Offer of Possession of the Space/Unit provided by the promoter to the Allottee, whichever is earlier and the said interest shall be adjusted against the final payment in respect of the dues of said unit/space payable by the Allottee to the Promoter.

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

- (i) In case the Allottee fails to make payments against demand 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 MCLR (Marginal Cost of Lending 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 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 Space/Unit in favour of the Allottee and refund the money paid to him by the Allottee by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated. 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 (thirty) days prior to such termination.

10. **CONVEYANCE OF THE SAID SPACE/UNIT:**

The Promoter on receipt of Total Amount of the Space/Unit as per Para 1.2 and any other charges/dues under the Agreement from the Allottee, shall execute a Sale Deed and convey the title of the Space/Unit together with proportionate indivisible share in the Common Area within 3 months from the date of issuance of the completion certificate/occupancy certificate/part occupation certificate/part completion certificate*, as the case may be, to the Allottee:

Provided that, in the absence of applicable Law, the Sale Deed in favor of the Allottee shall be carried out by the promoter within 3 months from the date of issue of completion certificate/occupancy certificate/part occupation certificate/part completion 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 Sale Deed in his/her favor till payment of stamp duty and registration charges is made to the Promoter by the Allottee.

11. MAINTENANCE OF THE SAID BUILDING/SPACE/UNIT/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 Allottees/Maintenance Agency 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 Space/Unit.

However, if the Association of Allottees/Maintenance Agency is not formed with 1 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 the maintenance for next year and so on. The Promoter will pay the balance amount available with him against the maintenance charges to Association of Allottees/Maintenance Agency, once it is formed.

12. DEFECT LIABILITY:

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per this agreement relating to such development is brought to the notice of the Promoter within a period of five years by the Allottee from the date of offer of possession of the said unit/space or date of obligation to offer possession of the said unit/space as per this agreement, whichever is earlier, the same shall be rectified by the Promoter at its own costs. Provided that-

- i. In case the damage to the Apartment or the Project is caused by the Allottee / Association of Allottees and /or is a result of any misuse / wear and tear and /or improper maintenance and undue negligence on the part of the Allottee/Association of Allottees and /or any damage caused due to Force Majeure; the

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Promoter shall not be liable to rectify such defects / damage.

- ii. The Promoter shall not be in any way liable to repair or provide compensation for structural defects where the Allottee has made any structural changes in the unit or in the materials used therein.
- iii. The Allottee understands and agrees that the building construction, in general, is heterogeneous in nature and any shortcomings inherent to such nature including but not limited to unequal contraction or expansion due to temperature variations, nature of joints between concrete and masonry, pervious nature of concrete and plastered masonry etc. that may result in development of minor cracks, leakage or seepage of water shall not be termed as defects / damages or structural defects or defects in workmanship or quality of construction. Since plaster and masonry and concrete are not waterproof in nature, as a result of which, there might be a chance of leakage / seepage through them if exposed to rain water or any wet conditions. This will not be termed, as defect / damage and no compensation shall be given to the Allottee for all such happenings or any other type in any circumstances. The cost of any specialized treatment for repairing of cracks, water proofing etc. for stopping such leakage and seepage will be borne and paid by the Allottee separately.
- iv. The Allottee is aware that the Promoter is not the manufacturer of the electrical systems, plumbing and sanitary fittings, other fixtures and accessories etc. including all / any proprietary items used or installed in the said unit / project. The Promoter does not warrant or guarantee the use, performance or otherwise of all / any such items. The parties here to agree that the Promoter is not and shall not be responsible for any defect or the performance / non-performance or otherwise of these items and that the Promoter shall not be liable to rectify / replace them. The Allottee(s) shall raise all / any claims regarding such items directly to the respective

manufacturers / suppliers, keeping the Promoter indemnified.

- v. The Allottee(s) understands that all machinery / equipment's / systems such as lifts, electrical equipment's, transformers, fire fighting systems, DG sets etc. have been provided by third party manufacturers / service providers and any accidents / mishaps caused or attributable to all such equipment's and /or any other electromechanical machinery shall not be the liability of the Promoter.

13. RIGHT TO ENTER THE SPACE/UNIT 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 Space/Unit or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

14. USAGE:

Use of Basement & Service Areas: The basement(s) and services areas, if any, as located within the project, shall be earmarked for purposes such as parking spaces and services including but not limited to electrical panel room, electrical meter room, underground water tanks, pump rooms, maintenance and service rooms, fire-fighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The allottee shall not be permitted to use the service areas and the basements in any manner whatsoever, and the service areas and the basements except parking spaces shall be reserved for use by the Association of Allottees formed by the Allottees for rendering maintenance services/Maintenance Agency. The Parking Spaces shall always be in the control of the Promoter or its agency.

15. GENERAL COMPLIANCES WITH RESPECT TO THE SPACE/UNIT:

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15.1 Subject to Para 12 above, the Allottees shall, after taking possession, be solely responsible to maintain the Space/Unit at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the building, or the Space/Unit, or the staircases, lifts, common passages, corridors, circulation areas 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 Space/Unit and keep the Space/Unit, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.

15.2 The Allottee further undertakes, assures and guarantees that he/she would not put any sign-board/name-plate, neon light, publicity material etc. on the face/façade of the building or anywhere on the exterior of the Project, building 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 Space/Unit or place any heavy material in the common area, common passages or staircase of the building. The Allottee shall also not remove any wall, including the outer and load bearing wall of the Space/Unit.

15.3 The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the Association of Allottees and/or Maintenance Agency. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

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

The parties are entering into this Agreement for the allotment of aSpace/Unit with the full knowledge of all laws, rules, regulations, notifications applicable to the Project.

17. ADDITIONAL CONSTRUCTIONS:

The Promoter undertakes that it has no right to make additions or to put up additional structure(s) 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 and/or this Agreement.

18. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:

After the Promoter executes this agreement he shall not mortgage or create a charge on the Space/Unit and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not effect the right and interest of the Allottees who has taken or agreed to take such Space/Unit.

19. U.P. APARTMENT (PROMOTION OF CONSTRUCTION, OWNERSHIP AND MAINTENANCE OWNERSHIP) ACT, 2010

The Promoter has assured the Allottee that the Project in its entirety is in accordance with the applicable provisions of the U.P. Apartment(Promotion of Construction, Ownership and Maintenance)Act, 2010.The Allottee understands that Commercial Complexes / Shopping Malls, such as the present Project, are not covered under the definition of Apartment as provided in the Apartment Act.

20. BINDING EFFECT:

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoters until, the Allottees signs and delivers this agreement with all the schedules along with the payments due as stipulated in the payment plan within 30 (thirty) days from the date of booking of said space/unit by the Allottee. If the Allottee fails to execute and deliver to the Promoter this agreement with in 30 (thirty) days from the date of booking by the Allottee, 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 receipt of such notice by the Allottee, application of the

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Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith except the booking amount shall be refunded to the Allottee without any interest and compensation whatsoever, however the booking amount shall be forfeited by the Promoter.

21. ENTIRE AGREEMENT:

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

22. RIGHT TO AMEND:

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

23. PROVISIONS OF THIS AGREEMENT 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 Space/Unit and the project shall equally be applicable to and enforceable against and by any subsequent Allottee of the Space/Unit, in case of a transfer, as the said obligations go along with the Space/Unit for all intents and purposes.

24. WAIVER NOT A LIMITATION TO ENFORCE:

24.1 The Promoters may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee in not making payments as per the payment plan [Schedule C] including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of such discretion by the Promoter in the case of one Allottee shall not be construed to be a precedent and/or binding on the Promoter to exercise such discretion in the case of other Allottees.

24.2 Failure on the part of the Parties to enforce at any time or for any period of time the provisions hereof shall

not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

25. SEVERABILITY:

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made 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.

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

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

27. FURTHER ASSURANCES:

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

28. PLACE OF EXECUTION:

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory and the Allottee. This Agreement is executed at Ghaziabad.

29. NOTICES:

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

Name of Allottee: _____

Address of Allottee: _____

Email : _____

Name of Promoter: M/s. Utility Estates Private Limited

Address of Promoter :11, New Rajdhani Enclave, Vikas
Marg, Delhi – 110092

Email : _____

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/Speed Post/Courier/Email failing which all communications and letters posted at the above address shall deemed to have been received by the Promoter or the Allottee, as the case may be. Whenever, the Allottee communicates regarding change in his address to the promoter, he will have to attach the new address proof along with application regarding change in address.

30. JOINT ALLOTTEES:

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

31. SAVINGS:

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

32. GOVERNING LAW:

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

33. DISPUTE RESOLUTION:

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

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

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Allottees: (including joint buyers)

(1) Signature _____

Name _____

PROMOTER

Please Affix
Photograph and
Sign Across the
Photograph

ALLOTTEE

Address _____

(2) Signature _____

Name _____

Address _____

Please Affix
Photograph and
Sign Across the
Photograph

SIGNED AND DELIVERED BY THE WITHIN NAMED

Promoter:

(1) Signature (Authorized Signatory)_____

Name :M/s. Utility Estates Private Limited

Address:11, New Rajdhani Enclave, Vikas Marg, Delhi –
110092

Please Affix Photograph and Sign Across the Photograph

At Ghaziabad 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.

SCHEDULE "A"-PLEASE INSERT DESCRIPTION OF THE SPACE
/UNIT ALONG WITH BOUNDARIES IN ALL FOUR DIRECTIONS.

SCHEDULE "B"- FLOOR PLAN OF THE SPACE/UNIT

PROMOTER

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SCHEDULE "C"- PAYMENT PLAN

SCHEDULE "D"- SPECIFICATION, AMENITIES, FACILITIES
(WHICH ARE PART OF THE SPACE/UNIT)

SCHEDULE "E"- SPECIFICATION, AMENITIES, FACILITIES
(WHICH ARE PART OF THE PROJECT)

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

SCHEDULE "A" and SCHEDULE B : DESCRIPTION OF THE SPACE/UNIT ALONG WITH BOUNDARIES IN ALL FOUR DIRECTIONS & FLOOR PLAN OF THE SPACE/UNIT

SCHEDULE "C"- PAYMENT PLAN

PROMOTER

ALLOTTEE

SCHEDULE “D”- SPECIFICATION, AMENITIES, FACILITIES
(WHICH ARE PART OF THE SPACE/UNIT):

Space/Unit Area	Particulars
Flooring	Bare RCC Slab
Walls	Brick Work or Block Work or Drywall
Doors	Flush Door or Rolling Shutter

If there are more than one option mentioned in respect of any of the specification, any option may be chosen as per the discretion of the Architect of the project.

SCHEDULE “E”- SPECIFICATION, AMENITIES, FACILITIES
(WHICH ARE PART OF THE PROJECT) :

Corridor	
Flooring	Tile or Stone
Walls	Acrylic Emulsion Paint or Distemper or Similar
Toilets	
Doors	Flush Doors
Flooring/Walls	Tile or Stone
Lift Lobby Flooring	Tile or Stone
Staircase Doors	Flush Doors
External Finish	Paint

If there are more than one option mentioned in respect of any of the specification, any option may be chosen as per the discretion of the Architect of the project.

STAMP PAPER

PROMOTER

ALLOTTEE

ENDORSEMENT

PROMOTER

ALLOTTEE