

**AGREEMENT FOR SALE**

This Agreement for Sale ("**Agreement**") is executed at Lucknow on this ..... day of .....

**By and Between**

**M/S. PARDOS LUCKNOW DEVELOPERS PRIVATE LIMITED** (CIN no. U45208DL2018PTC337507), a company duly incorporated under the provisions of the Companies Act, 2013, having its registered office at V.O. No. 06, 505, Chiranjiv Tower, 43, Nehru Place, New Delhi-110019, (PAN –AAKCP0174B), represented by its authorized signatory **Mr.** ..... (Aadhar No. ....) authorized vide board resolution dated ....., hereinafter referred as "**Promoter**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns).

**Mr.** ..... (**Aadhar No.** .....) **S/o Mr.** ..... aged about ..... **yrs.**, residing at ..... (**Pan No.** .....) **and Mrs.**..... (**Aadhar No.** .....) **W/o Mr.** ..... aged about ..... **yrs.**, residing at ..... (**Pan No.** .....) hereinafter called the "**Allottee's**" (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).

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

**DEFINITIONS:**

In this, unless repugnant or contrary to the context, and in addition to terms otherwise defined herein, following terms shall have meanings assigned herein below -

- (1) "**Act**" means the Real Estate (Regulation and Development) Act, 2016 including any statutory enactments, amendments or modifications thereof and any other rules, regulations or bye laws framed thereunder;
- (2) "**Adjudicating Officer**" shall have the same meaning as prescribed to it under the Act;
- (3) "**Apartment Act**" shall mean the Uttar Pradesh Apartment (Promotion of Ownership & Maintenance Act), 2010 and rules regulations made there under;
- (4) "**Association of Apartment Owners**" shall mean and refer to an association of owners as defined under the Apartment Act;

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- (5) **“Applicable Laws”** shall mean and include any applicable Central, State or local laws, statutes, ordinances, rules, regulations, codes, bye-laws etc. including amendments/ modification thereto, any government notifications, circulars, office orders, directives, guidelines, policies etc. or any government order or direction, judgment, decree or order of a judicial or a quasi-judicial authority whether in effect on the date of this Agreement or thereafter;
- (6) **“Approvals”** shall mean and include any registration, permission, permit, license, clearance, sanction, consent, grant, certificate, authorization, decision, determination, instruction or approval obtained or as may be required to be obtained from the Authorities in relation to the Project / Apartment;
- (7) **“Authority/RERA Authority”** means Uttar Pradesh Real Estate Regulatory Authority;
- (8) **“Booking Amount”** shall mean 10% (Ten Percent) of the Total Price of the Apartment;
- (9) **“Carpet Area”** shall mean the same as ascribed under RERA;
- (10) **“Common Areas”** shall mean:
- (i) the entire Project Land;
  - (ii) the staircases, lifts, staircase and lift lobbies, fire escapes, and common entrances and exits of the Towers;
  - (iii) the common basements, terraces, parks, play areas, open parking areas and common storage spaces in the Project;
  - (iv) the premises for the lodging of persons employed for the management of the property including accommodation for watch and ward staffs or for the lodging of community service personnel within the Project;
  - (v) installations of central services such as electricity, gas, water and sanitation, air-conditioning and incinerating, system for water conservation and renewable energy within the Project;
  - (vi) the water tanks, sumps, motors, fans, compressors, ducts and all apparatus connected with installations for common use within the Project;
  - (vii) all community and commercial facilities as provided in the Project under the declaration to be filed under the Apartment Act; and
  - (viii) all other portion of the Project and/or the Project necessary or convenient for its maintenance, safety, etc., and in common use.
- (11) **“Completion / Part Completion Certificate”** shall mean the full/part completion of the development and construction of the Tower in which the said Apartment is located, according to the provisions of Applicable Laws;
- (12) **“Competent Authority”** shall mean and include any government body, statutory body, judicial or quasijudicial authority, tribunal, fire department, mining departments, courts, tax authorities, development authorities like Lucknow Development Authority (LDA) as applicable or any other statutory authorities having jurisdiction over the Apartment/Project Land;

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- (13) **“Completion Date”** shall be the date on which the Promoter contemplates to complete the construction of the Project;
- (14) **“Event of Default”** shall have the meaning as ascribed under clause 12 of this Agreement;
- (15) **“Force Majeure”** shall have the meaning as ascribed in Clause 35 of this Agreement.
- (16) **“Government”** means the Government of Uttar Pradesh;
- (17) **“Holding Charges”** shall have the meaning ascribed to such terms under clause 9.4 of this Agreement;
- (18) **“Maintenance Deposit” or “IFMS”** shall mean the interest free maintenance security deposit payable by the Allottee under this Agreement towards security for adjustment of any unpaid Maintenance Charges as maybe payable by the Allottee in terms of **Schedule D**;
- (19) **“Maintenance Agency”** shall mean the agency/body/firm/company employed for maintenance and upkeep/ security of the Project;
- (20) **“Maintenance Agreement”** shall mean an agreement to be executed by and between the Allottee, Promoter and the Maintenance Agency in the standard format as described by the Promoter/Maintenance Agency;
- (21) **“Occupation Certificate”** means the occupancy certificate, or such other certificate by whatever name called, issued by the Competent Authority permitting occupation of any building, as provided under local laws, which has provision for civic infrastructure such as water, sanitation and electricity;
- (22) **“Payment Plan”** shall mean the Payment Plan selected by the Allottee for the Apartment as described in **Schedule E**.
- 1 **“Rules”** means the Real Estate (Regulation and Development) (Amendment) Rules, 2016 as amended from time to time;
- (23) **“Regulations”** means the Regulations made under the Real Estate (Regulation and Development Act), 2016;
- (24) **“Section”** means a section of the Act;
- (25) **“Total Price”** shall have the same meaning as ascribed under **Schedule D**.

**WHEREAS:**

- A. Under the aegis of the Hi-Tech Township Policy promulgated by the Government of Uttar Pradesh, M/s Ansal Properties and Infrastructure Limited (**“APIL”**) was selected for setting up a High-Tech Township on Sultanpur Road, Lucknow.

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- B. APIL has developed/is developing the said Hi-Tech Township on Sultanpur Road, Lucknow under the name of Sushant Golf City, Lucknow (hereinafter referred to as “**the Township**”) for which the layout is approved by the Lucknow Development Authority (“**LDA**”).
- C. In Sector G Pocket 5 of the said Township, there was a larger group housing plot of land admeasuring 152,624.60 square meters, which was sub-divided into 3 (three) different group housing plots bearing numbers GH 1A, GH 1B admeasuring 67,291.87 square meters (16.62 acres) and GH 1C pursuant to approval of part layout plan of Sector G Pocket 5, by LDA vide Permit No. 39667 dated 12.2.2016.
- D. LDA approved the building plan of group housing to be developed on Plot GH 1B comprising of 22 towers numbered as 1 to 12, 12A, 14 to 22 along with provision for a separate club and shops vide Permit No. 41698 dated March 8, 2017.
- E. The Promoter purchased the exclusive right to develop, construct, build, market and sell the FSI for Towers 21 and 22 along with the undivided, indivisible, impartible pro-rata rights in the underlying land in Plot GH 1B (“**Project Land**”) from APIL vide Sale Deed dated **November 26, 2019 duly registered at S. No. 3283 in Book No. 1, Volume No. 31688 at pages 1 to 88 in the office of Sub-Registrar, Sarojini Nagar, Lucknow.**
- F. In line with the Building Plans approved by LDA, the Promoter has developed/is developing a residential group housing in Towers 21 and 22 in the name and style “**Okas Residency**” comprising of “180” apartments (“**Project**”).
- G. 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 Project Land on which Project is to be constructed have been completed.
- H. The Promoter has obtained a fresh Permit to build towers 21 and 22 from the LDA vide Permit No. Group Housing/04176/LDA/BP/21-22/2301/03022022 dated Mar 2, 2022 (“**Building Plan**”) and the said towers got reclassified as Towers 21 and 22 (“**Towers**”). Further, the Promoter agrees and undertakes that it shall not make any changes to the now approved building plans for Towers 21 and 22 except in strict compliance with Section 14 of the Act and other Applicable Laws.
- I. In the layout plan of the larger group housing envisaged on Plot GH 1B, as annexed to this Agreement at **Schedule A**, the Project Land is depicted in [●] color and the Project comprising of towers 21 and 22 is shown thereon.
- J. The development carried out / to be carried out on the Project by the Promoter consists of:
- i. Tower 21 as per approved plans consisting of **90** Apartments along with \_\_\_ basement, \_\_\_\_\_ covered/open parking (“**Tower 21**”)
  - ii. Tower 22 as per approved plans consisting of **90** Apartments along with \_\_\_ basement, \_\_\_\_\_ covered/open parking (“**Tower 22**”).

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- K. The Project has been registered with Uttar Pradesh Real Estate Regulatory Authority (“**RERA Authority**”) as a “real estate project” and has been granted certificate of registration bearing registration number ..... dated ..... (“**RERA Certificate**”), the copy of which has been seen and verified by the Allottee from the website of the RERA Authority.
- L. Based on the foregoing, the Allottee has fully satisfied himself/herself/themselves in respect of the final layout plan, sanctioned plan, specifications and Approvals of the aforesaid Project and all other relevant documents as approved by the Competent Authority and is desirous to acquire an apartment and has applied for allotment of an Apartment in the Project more fully described in **Schedule C**.
- M. The Allottee has, vide application no. dated ....., applied for allotment of an Apartment by way of sale in the Project and the Promoter hereby agrees to allot and sell the Apartment (as specified in **Schedule C**) to the Allottee, subject to the terms and conditions as contained in this Agreement.
- N. The Allottee has been allocated slot no. [●] in the open parking area free of cost for parking of [1] car(s).
- O. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein.
- P. The Allottee confirms that he/she/they have examined the copy of the RERA Certificate and has caused the RERA Certificate to be examined in detail by his/her/its advocates and planning and architectural consultants. The Allottee has also examined all documents and information uploaded by the Promoter on the website of the RERA Authority as required under the Act and the Rules and has understood the documents and information in all respects.
- Q. The Allottee represents and confirms that he/she/they have verified the location and site of the said Apartment including the egress and ingress thereof and also the area of the said Apartment as stated in this Agreement and have agreed not to dispute the same.
- R. The Parties hereby confirm that they are signing this Agreement with full knowledge of the Applicable Laws pertaining and applicable to the Project and to the Apartment.
- S. 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.
- T. 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 Apartment as specified and further detailed in **Schedule C**.

**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**

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- 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 from the Promoter, the Apartment as more fully described in detail in **Schedule C** hereto and as shown in the floor plan annexed hereto at **Schedule B** for a Total Price more particularly mentioned in **Schedule E** hereto.
- 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 Apartment based on the Carpet Area payable by the Allottee to the Promoter is provided in **Schedule E** hereunder written. The break up and description of the Total Price is also provided in **Schedule E** hereunder written.
- 1.3 The Total Price above includes the Booking Amount paid by the Allottee to the Promoter towards the Apartment. It is expressly agreed between the Allottee and the Promoter that for the purpose of this Agreement, 10% (ten percent) of the Total Price (as mentioned in **Schedule E**) is Booking Amount and is referred hereinafter as "**Booking Amount**".
- 1.4 In addition to the Total Price, the Allottee shall also bear and pay the taxes (consisting of tax paid or payable by way of GST, Service Tax, Value Added Tax and all levies, duties and cesses or any other indirect taxes by whatever named called, which may be levied, in connection with the construction and development of the Project and/or the Apartment and/or payable in respect of the transaction contemplated under this Agreement) at the rates as may be prescribed from time to time. It is clarified that the Promoter shall not be liable to bear or pay the foregoing taxes, demands etc. or any part thereof, provided that if there is any increase in the taxes or the rates of taxes after the expiry of the scheduled date of completion of the Project (including any extension granted by the RERA Authority), such tax or the increased rate of tax, shall not be charged from the Allottee and the Promoter shall be liable to bear the same.

The Allottee has paid before or on execution of this Agreement, part payment of the Total Price for the said Apartment as per **Schedule E** and the Allottee further agrees and undertakes to pay the balance installments/dues as per the Payment Plan specified in **Schedule E** on or before the respective due dates. The Promoter may serve upon the Allottee a demand notice with respect to the amount payable under this Agreement and the Allottee shall pay the amount demanded by the Promoter within 7 (*seven*) days of the date of notice. The notice shall also prescribe the amounts payable towards various applicable taxes. All payments to be made by the Allottee shall be made without any delay or demur. The Allottee agrees and acknowledges that timely payment of all the amounts payable by the Allottee under this Agreement is the essence of the contract. An intimation forwarded by the Promoter to the Allottee that a particular milestone of construction has been achieved shall be sufficient proof thereof. The Promoter demonstrating dispatch of such intimation to the address of the Allottee as stated at Clause 31 (*Notice*) including by e-mail, shall be conclusive proof of service of such intimation by the Promoter upon the Allottee, and non-receipt thereof by the Allottee/s shall not be a plea or an excuse for non-payment of any amount or amounts.

- 1.5 The Total Price of the Apartment includes recovery of proportionate cost of land, construction of the Apartment and the Common Areas, internal development charges, external development charges, cost of providing electric wiring, electrical connectivity to the Apartment, lift, water line and plumbing, finishing with paint, marbles/tiles, doors, windows, fire detection and firefighting equipment in the Common Areas,

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maintenance charges for the first 12 (*twelve*) months and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment and the Project.

1.6 The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay, due to increase on account of development charges payable to the Competent Authority and/or any other increase in charges and/or any other cost/charges which may be levied or imposed by the Competent Authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the Competent Authority (ies), the Promoter shall enclose the said notification/order/rule/regulation to that effect along with demand letter being issued to the Allottee.

Provided that if there is any new imposition or increase in any development fees after the expiry of the scheduled date of completion of the Project (including any extension granted by the RERA Authority), such new imposition or increase in development fee shall not be charged from the Allottee and the Promoter shall be liable to bear the same.

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

1.8 The Allottee is aware that as per the amended Income Tax Act, 1961, any payment made on or after 01.06.2013 for acquisition of any immovable property other than agricultural land is subject to Tax Deduction at Source ("TDS") at the rate of 1% where the aggregate consideration is equal to or more than Rs. 50,00,000/ (*Rupees Fifty Lakhs*). As may be applicable, the Allottee has to deduct the 1% TDS as would be informed by the Promoter at the time of actual payment or credit of such sum to the account of the Promoter, and within 30 (*thirty*) days of such deduction, the Allottee shall submit the original TDS certificate to the Promoter which shall be a condition precedent to the handover of possession and execution of the Conveyance Deed in favour of the Allottee. The Allottee agrees and undertakes that if the Allottee fails and / or neglects to deduct the TDS or fails to deposit the same with the authorities after such deduction, the Allottee alone shall be deemed to be an assessee in default in respect of such tax and the Promoter shall not be liable for any statutory obligations / liability or non-deposit of such TDS. In case the credit of TDS deducted by the Allottee is not reflected in Form No. 26AS (or such other prescribed form) of the Income Tax Act, 1961 and the rules thereunder, and if the original TDS certificate is not submitted by the Allottee to the Promoter then the amount of TDS shall be considered as receivable from the Allottee and handover of such possession of the Apartment shall be subject to adjustment/recovery of such amount.

1.9 It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans in relation to the Project and specifications & amenities which are part of the Apartment (as mentioned in **Schedule C** hereto, and which are in conformity with the advertisement, prospectus etc. on the basis of which sale is affected) in respect of the Apartment without the previous written consent of the Allottee as per the provisions of the Act. Provided that the Promoter may make such minor changes or alterations as per the provisions of the Act.

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- 1.10 The Promoter shall confirm the final Carpet Area of the Apartment after the construction of the said Tower / Project is complete and the Completion / Part Completion / Occupation Certificate is granted by the Competent Authority, by furnishing details of the changes, if any, in the Carpet Area, subject to a variation cap of 3% (three per cent). The Total Price payable on the basis of the Carpet Area of the said Apartment, shall be recalculated upon confirmation by the Promoter. If there is any reduction in the Carpet Area within the defined limit of 3%, then, the Promoter shall refund or adjust the excess money paid by the Allottee within 45 (forty-five) days with annual interest at the rate specified in the RERA Rules, from the date when such an excess amount was paid by the Allottee or if there is any increase in the Carpet Area within the defined limit of 3%, then the Promoter shall demand additional amount from the Allottee towards the Total Price, which shall be payable by the Allottee as per next milestone of the payment to be made by the Allottee or prior to taking possession of the said Apartment, whichever is earlier. It is clarified that the payments to be made by the Promoter/Allottee, as the case may be under this Clause, shall be made at the same rate per square meter/square foot as agreed between the Parties in **Schedule D**.
- 1.11 The Promoter agrees to pay all outgoing before transferring the physical possession of the Apartment to the Allottee, which it has collected from the Allottee, for the payment of outgoing (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 liabilities payable to the Competent Authority (ies), banks and financial institutions, which are related to the Project). If the Promoter fails to pay all or any of the outgoing collected by it from the Allottee or any liability, mortgage loan and interest thereon before transferring the apartment to the Allottee, the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoing and penal charges, if any, to the Authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken thereof by such Authority or person.
- 1.12 Without prejudice to the rights of the Promoter to terminate this Agreement under Clause 9.3, if the Allottee fails to make any payments on the stipulated dates and times as required under this Agreement, then, the Allottee shall pay to the Promoter interest at the rate prescribed under the RERA Rules in terms of this Agreement, on all and any such delayed payments computed from the date such amounts are due and payable till the date such amounts are fully and finally paid together with the interest thereon at the rate of interest in terms of this Agreement.

## **2 RIGHTS OF THE ALLOTTEE**

Subject to Clause 8, the Promoter agrees and acknowledges that the Allottee shall have the following rights in respect of the Apartment as mentioned below:

- 2.1 The Allottee shall have exclusive ownership of the Apartment.
- 2.2 The Allottee shall have undivided, indivisible, impartible proportionate share in the Common Areas as described under **Schedule F**. Since the share / interest of the 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

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hand over the Common Areas to the Association of Apartment Owners after duly obtaining the Completion / Occupation Certificate from the Competent Authority in respect of the Project.

- 2.3 The Total Price of the Apartment includes recovery of proportionate cost of land, construction of the Apartment and the Common Areas, internal development charges, external development charges, cost of providing electric wiring, electrical connectivity to the Apartment, lift, water line and plumbing, finishing with paint, marbles/tiles, doors, windows, fire detection and firefighting equipment in the Common Areas, maintenance charges for the first 12 (*twelve*) months and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment and the Project.
- 2.4 The Allottee has the right to visit the Project site to assess the extent of development of the Project and the Apartment with the permission of the site in charge and shall be obliged to follow all safety regulations for such visit to the construction site, as may be advised to him/her by the site in charge before undertaking the visit.

### **3 PARKING SPACE**

- 3.1 The Allottee agrees and understands that the reserved parking space assigned to the Allottee is exclusively with the right to use and shall not be alienable or transferable by the Allottee independent of the Apartment. The Allottee agrees that the Apartment along with the reserved parking space shall be treated as single indivisible unit for all purposes. The Allottee undertakes not to transfer/deal with such exclusive reserved parking space independent of the Apartment.
- 3.2 The Allottee undertakes to park his/her/their/its vehicle in the allotted parking space and nowhere else in the Project.
- 3.3 The basement and other areas in the Project reserved for services, maintenance staff, electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, firefighting pumps and equipment's etc., and other permitted usage as per sanctioned plans. The Allottee shall not be permitted the said services areas and the basement for any manner whatsoever including for parking his/her/their/its vehicles or any other use and the same shall be reserved for use by the Maintenance Agency/Association of Apartment Owners for rendering maintenance services.
- 3.4 The Allottee agrees and understands that the reserved parking spaces or any un-allotted Car Parking Space in the Project shall not form part of the Common Area.
- 3.5 The Allottee agrees and confirms that the reserved parking space allotted to him shall automatically be cancelled in the event of cancellation of termination of the booking and / or this agreement, surrender, relinquishment, resumption, re-possession etc. of the Apartment under any of provisions of the Agreement of otherwise.
- 3.6 The parking areas can be only used for parking the respective vehicles of the Allottee and for no other purposes.

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#### **4 MODE OF PAYMENT**

Subject to terms of this Agreement, the Allottee shall make all payments to the Promoter within the stipulated time as mentioned in the Payment Plan in **Schedule E** through A/c Payee cheque/demand draft/bankers' cheque or online payment (as applicable) in favour of "**Pardos Lucknow Developers Pvt.**" Ltd. payable at Lucknow.

#### **5 COMPLIANCE OF LAWS RELATING TO REMITTANCES**

5.1 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 and rules and regulations made thereunder 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 fulfil its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the rules and 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 shall be liable for any action under the Foreign Exchange Management Act, 1999 or other Applicable Laws, as amended from time to time.

5.2 The Promoter accepts no responsibility in respect of Clause 5.1. 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.

#### **6 ADJUSTMENT/APPROPRIATION OF PAYMENTS**

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

#### **7 TIME IS ESSENCE**

7.1 It is specifically and categorically understood and agreed by the Allottee that time is essence with respect to the Allottee's obligations to pay Total Price as provided in Payment Plan (**Schedule E**) along with other

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payments and other charges stipulated under this Agreement to be paid on or before due date or and as when demanded by the Promoter as the case may be and also to perform or observe all other obligations of the Allottee under this Agreement.

7.2 The Promoter shall also abide by the time schedule for completing the Project as disclosed at the time of registration of the Project with the Authority and towards handing over the Apartment to the Allottee and the Common Areas to the Association of Apartment Owners or the Competent Authority, as the case may be.

## **8 DISCLOSURES AND COVENANTS RELATED TO THE PROJECT**

The Allottee agrees, declares and confirms that:

8.1 The Allottee has satisfied himself about the title of the Promoter to the Project Land and the entitlement of the Promoter to develop the Project on the Project Land. The Allottee shall not be entitled to further investigate the title of the Promoter and no requisition of objection shall be raised on any matter relating thereto.

8.2 The Allottee has satisfied himself with respect to the Approvals and permissions received by the Promoter for the development of the Project.

8.3 The Allottee has satisfied himself with respect to the drawings, plans and specifications in respect of the Tower in which the Apartment is situated, the Project, the layout thereof, building plans, floor plans, designs and specifications, facilities, amenities and Common Areas (including as mentioned in the **Schedule A, Schedule B, Schedule C** and **Schedule F** hereunder written). The Promoter shall develop the Project in accordance with the said building plans, floor plans, designs, specifications and facilities. Subject to the terms in this Agreement, the Promoter agrees to strictly abide by the plans approved by the Competent Authority and shall also strictly abide by the bye-laws. The Promoter shall not have an option to make any variation/alteration to the plans of the Project other than in the manner provided under the Act and a breach of this term by the Promoter shall constitute a material breach of this Agreement.

8.4 The Allottee has satisfied himself with respect to the internal fixtures and fittings to be provided in the said Apartment, as listed in **Schedule C** hereunder written.

8.5 The Allottee has satisfied himself with respect to the designs and materials for construction of the Project.

8.6 The Allottee has carried out his independent due diligence in respect of the development of the said Tower, the Project being undertaken by the Promoter and pursuant thereto, find no inconsistency in the development/construction of the said Tower, the Project, and also in compliance of Applicable Laws.

8.7 The Allottee acknowledges and accepts that he is aware that the development of the group housing over Plot GH 1B shall happen in a phase wise manner and out of the entire Plot GH 1B, the Project is limited to the Project Land as identified in the layout plan at **Schedule A**. The Allottee agrees, acknowledges and undertakes that it shall have no right, title, claim or entitlement to any facility, area, not falling in the Project Land or not forming part of the Project.

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- 8.8 The Allottee agrees, undertakes and acknowledges that the development of the group housing on Plot GH 1B shall take place in phases and various stages and the plans, Approvals in relation to the areas (other than the Project) may be amended, modified, revised, varied, changed from time to time. The Allottee agrees, accepts and confirms that it shall have no objection whatsoever to any amendment, modification, variation, alteration, change, substitution of any plans in respect of the group housing to be developed on Plot GH 1B provided such amendment, modification, variation, alteration, change, substitution does not affect the Project or the said Apartment.
- 8.9 The Allottee further agrees, undertakes and acknowledges that since the development of the group housing on Plot GH 1B shall take place in phases and various stages the Allottee shall not object to any construction, development activities, which takes place on Plot GH 1B ever in future.
- 8.10 The Allottee further agrees, undertakes and acknowledges that since the Project is part of larger group housing developed/to be developed on Plot GH 1B, therefore there may be common access and entry and exit points to the larger group housing developed/to be developed on Plot GH 1B, which may be used in common by the occupants of units/apartments constructed on Plot GH 1B.
- 8.11 The Allottee further agrees, undertakes and acknowledges that the overall development on Plot GH 1B being dynamic in nature, it may warrant changing or shifting the place/location on which some of the amenities have been provided and the Allottee shall not have any objection to the same. The Allottee agrees and accepts that the amenities, facilities provided outside the Project on Plot GH 1B shall not be provided simultaneously/contemporaneously with the offer of possession of the said Apartment and may only be provided subsequently. The Allottee confirms and undertakes that it is not seeking the allotment of the said Apartment solely based on the facilities and amenities which are proposed to be developed on Plot GH 1B. The Allottee accepts, agrees and undertakes that he is aware that the facilities and amenities falling outside the Project on Plot GH 1B are not in the control of the Promoter.
- 8.12 The Promoter shall always be entitled to put a hoarding on any part of the Project including on the terrace and/or on the parapet wall and/or on any of the Towers of the Project, and the said hoardings may be illuminated or comprising of neon sign and for that purpose, the Promoter is fully authorized to allow temporary or permanent construction or erection for installation either on the exterior of the Project or on the terrace and/or on the parapet wall and/or on any of the Towers of the Project. Till the Project is not handed over to the Association of Apartment Owners, the Promoter shall also be entitled to use and allow third parties to use any part of the Project for installation of cables, satellite, communication equipment, cellular telephone equipment, radio turnkey equipment, wireless equipment and all other equipment's, etc. and the Promoter shall be entitled to receive, recover, retain and appropriate all the rents, profits and other compensation including any increase thereof which shall belong to the Promoter.
- 8.13 The Promoter/ shall be responsible for providing internal services within the said Project which inter-alia includes (i) laying of roads, (ii) laying of water lines, (iii) laying of sewer lines & drainage lines (iv) laying of electrical lines. However, it is understood that external or peripheral services such as water lines, sewer lines, storm water drains, roads, electricity, horticulture etc. are to be provided by APIL up to the periphery of the said Project.

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8.14 The Promoter shall be entitled to designate any spaces/areas in Project or any part thereof (including on the terrace and basement levels of the Project) for third party service providers, for facilitating provision and maintenance of utility services (including power, water, drainage and radio and electronic communication) to be availed by the occupants of the units/apartments to be constructed thereon. Such designation may be undertaken by the Promoter on lease, leave and license basis or such other method as the Promoter may in its sole discretion deem fit. Further, the infrastructure (including cables, pipes, wires, meters, antennae, base substations, towers) in respect of the utility services may be laid/provided in the manner the Promoter may require, and may be utilized in common by occupants of units/apartments in the Project /in other towers which may be developed by the Promoter, as the case may be. The Promoter and its workmen/agents/contractors/employees and any third-party contracts shall be entitled to access and service such infrastructure and utilities over the Project.

8.15 The name of the Project shall always be **Okas Residency** and shall not be changed without the prior written permission of the Promoter.

8.16 In the event any flats/apartments/spaces/areas in the Project are unsold/unallotted/unassigned on execution and registration of the conveyance to the Association of Apartment Owners, the Promoter shall continue to be entitled to such unsold areas and to undertake marketing etc. in respect of such unsold areas as stated hereinabove. The Promoter shall be required to pay a sum of Rs \_\_\_ /- (Rupees \_\_\_\_\_ only) per month in respect of each unsold apartments towards the outgoings, maintenance and other charges by whatever name called and shall not be liable or required to bear and/or pay any other amount by way of contribution, outgoings, deposits, transfer fees/charges and/or non-occupancy charges, donation, premium any amount, compensation whatsoever to the Association of Apartment Owners for the sale/allotment or transfer of the unsold areas in the Project, save and except the municipal taxes at actuals (levied on the unsold apartments).

8.17 The Promoter shall be entitled to call upon the Allottee to satisfy the Promoter either through the Allottee's banker's commitment or in such other manner as may be determined by the Promoter, with regard to the Allottee's financial and other capabilities to pay the entire Total Price and all other amounts to the Promoter and to complete the sale and transfer of the said Apartment.

## **9 POSSESSION OF THE APARTMENT**

9.1 Subject to terms of this Clause and subject to the Allottee having complied with all the terms and condition of this Agreement and the Application, and not being in default under any of the provisions of Agreement and compliance with all provisions, formalities, documentation etc., as prescribed by the Promoter, the Promoter propose to hand over the possession of the Apartment to the Allottee and the Common Areas to the Association of Apartment Owners or the Competent Authority by ....., unless there is delay because of Force Majeure affecting the regular development of the Project. If, however, the completion of the Project is delayed due to Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Apartment.

9.2 If, however, the completion of the Project is delayed due to any Force Majeure Event or any other event / reason of delay recognized / allowed in this regard by the Authority, then the Allottee agrees that the Promoter

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shall be entitled to the extension of time for delivery of possession of the Apartment, provided that the Force Majeure Event is not of a nature which makes it impossible for the Agreement 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, the allotment of the Apartment to the Allottee shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter, without any interest, within 120 (one hundred and twenty) days from the date of termination. The Promoter shall intimate the Allottee about such termination at least 30 (thirty) days prior to such termination. After refund of the money paid by the Allottee, the Allottee agrees that it shall not have any rights, claims etc. against the Promoter and the Apartment, and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

9.3 It is agreed between the Parties that the Allottee agrees and understands that the Promoter shall be entitled to a grace period of hundred and twenty (120) days, for applying and obtaining the Occupation Certificate / Part Occupation Certificate in respect of the Project.

9.4 The Promoter shall, upon obtaining the Completion/Part Completion/Occupation Certificate from the Competent Authority seek complete payment of the Total Price and all other dues and liabilities including stamp duty, registration charges and any other incidental charges or dues required to be paid for due execution and registration of the conveyance deed from the Allottee. Upon receipt of all the dues as per the foregoing, the Promoter shall, within 2 (two) months from the date of issue of Completion/Part Completion/Occupation Certificate or immediately upon receipt of all dues, whichever is later, offer to the Allottee, in writing, to get the conveyance deed executed in its favour and to take over the possession of the Apartment in terms of this Agreement.

9.5 The conveyance deed in favour of the Allottee shall be carried out by the Promoter within 3 (three) months from the date of issue of Completion/Part Completion/Occupation Certificate subject to payment of all dues. 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 Apartment Owners, as the case may be after the issuance of the Completion/Part Completion/Occupation Certificate (as applicable) for the Project. The Promoter shall hand over copy of the Completion/Part Completion/Occupation Certificate of the Apartment to the Allottee at the time of conveyance of the same. The Allottee agrees that if the Allottee is in default of any of the payments, then the Promoter shall have the right to withhold registration of the Conveyance deed in his/ her favour till full and final settlement of all dues to the Promoter is made by the Allottee. The Allottee undertakes to execute Conveyance Deed within the time stipulated by the Promoter in their Possession Notice, failing which the Allottee authorizes the Promoter to cancel the allotment and terminate this Agreement.

9.6 Upon receiving a written intimation from the Promoter as per Clause 9.4 above, the Allottee shall take possession of the Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as required by the Promoter and the Promoter shall give possession of the Apartment to the Allottee. If the Allottee fails to take possession of the Apartment, as aforesaid within the time limit prescribed above, then the said Apartment shall lie at the risk, responsibility and cost of the Allottee in relation to all the outgoing cess, taxes, levies, etc. and the Promoter shall have no liability or concern thereof and further that the Promoter shall also be entitled to Holding Charges @ Rs. 2/- (Rupees two) per month

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per sq. ft. of the Carpet Area of the Apartment for the period beyond three months till the actual date of taking over possession of the Apartment by the Allottee (“**Holding Charges**”), interest on delayed payment and maintenance charges.

**9.7 Possession by the Allottee-** After obtaining the Completion/ Part Completion / Occupation Certificate (as applicable) and handing over physical possession of the Apartment to the Allottee, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including Common Areas, to the Association of Apartment Owners 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 handover the necessary documents and plans, including Common Areas, to the Association of Apartment Owners or the Competent Authority as the case may be, within 30 (*thirty*) days after obtaining the Completion/ Part Completion/ Occupation Certificate (as applicable).

**9.8 Cancellation by the Allottee -** The Allottee shall have the right to cancel/ withdraw its 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. 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 Apartment or at the end of the 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 and display this information on the official website of the RERA Authority on the date of reallocation.

**9.9 Compensation -** The Promoter shall compensate the Allottee in case of any loss caused to him due to defective title of the Project Land, on which the Project is being developed/ has been developed 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 possession of the Apartment (i) in accordance with the terms of this Agreement, duly completed by the date specified in Clause 9.1; or (ii) due to discontinuance of its 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 Allottee, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Apartment, with interest at the rate prescribed in the RERA Rules including compensation in the manner as provided under the Act within forty five days of it becoming due.

Provided that where if the Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee interest at the prescribed rate for every month of delay, till the handing over of the possession

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of the Apartment, which shall be paid by the Promoter to the Allottee within forty-five days of it becoming due.

## **10 REPRESENTATIONS AND WARRANTIES OF THE PROMOTER**

The Promoter agrees, declares and confirms that:

- 10.1 The Promoter has absolute, clear and marketable title and has the requisite rights to carry out development upon the Project Land and has actual, physical and legal possession of the Project Land for the implementation of the Project.
- 10.2 The Promoter has lawful rights and requisite Approvals from the Competent Authority(ies) to carry out development of the Project and shall obtain requisite Approvals from time to time to complete the development of the Project.
- 10.3 There are no encumbrances upon the Project or the Apartment except those disclosed to the Allottee.
- 10.4 There are no litigations pending before any Court of law with respect to the Project except those disclosed to the Allottee.
- 10.5 All Approvals, licenses and permits issued by the Competent Authority(ies) with respect to the Project, the Project Land and the Apartment are valid and subsisting and have been obtained by following due process of law. Further, all Approvals, licenses and permits to be issued by the Competent Authority (ies) with respect to the Project shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all Applicable Laws in relation to the Project, the Project Land, the Tower, the Apartment and Common Areas;
- 10.6 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;
- 10.7 The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the Project and the said Apartment, which will, in any manner, affect the rights of Allottee under this Agreement.
- 10.8 The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment to the Allottee in the manner contemplated in this Agreement.
- 10.9 At the time of execution of the conveyance deed, the Promoter shall handover lawful, vacant, peaceful, physical possession of the Apartment to the Allottee and the Common Areas to the Association of Apartment Owners or the Competent Authority as the case may be.
- 10.10 The Project Land 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 Project Land.

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10.11 The Promoter has duly paid and shall continue to pay and discharge undisputed 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 Project to the Competent Authority(ies) till the Completion/ Part Completion / Occupation Certificate (as applicable) has been issued; and possession of Apartment along with the Common Areas (equipped with all the specifications, amenities and facilities) is offered to the Allottee in accordance with Clause 9.1 above and thereupon shall be proportionately borne by the Allottee and/or the Association of Apartment Owners.

10.12 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 Project Land) has been received or served upon the Promoter in respect of the Project Land and/or the Project.

## **11 REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE ALLOTTEE**

11.1 The Allottee has read and understood Uttar Pradesh Apartment (Promotion of construction, ownership and maintenance) Act, 2010 (Apartment Act) and its implication thereof in relation to the various provision of the Agreement and further confirms that the Allottee is in full understanding of the provision of the Agreement in relation to the Apartment Act and shall at all times comply with the provisions of the Apartment Act or any statutory amendments or modification thereof or the provision of any other law that may be applicable to the Apartment.

11.2 The Allottee has understood that the Promoter may transfer and convey its rights, title and interest in the all-Common Area and facilities in the Project of any nature whatsoever, in favour of Association of Apartment Owners to be formed for common interest of all intending allottees in accordance with the Apartment Act and the rules framed hereunder, as and when the same are made applicable to the Project or provision of any other law that may be applicable to the Project.

11.3 The Allottee shall become a member of the Association of Apartment Owners as may be formed by the Promoter.

11.4 The Allottee understands that performance by Promoter of its obligations under this agreement is subject to approval of Building Plans by the Competent Authority (ies) and any subsequent amendments thereof any addition, alterations or modifications, subsequent amendments, etc., in the plans as may be made by Promoter, and approved by the LDA.

11.5 The Allottee has full knowledge of the Applicable Laws, notifications, statues, Rules and Regulations applicable to Plot GH 1B, the Project Land, the Project and the group housing project envisaged on Plot GH 1B. The Allottee has inspected all the Approvals, permissions, sanctions, licenses granted by the LDA and by such other Competent Authority (ies) and/or related department in favour of Promoter and ownership record in respect of the Project Land, and all the rights, title and interest of Promoter and also Promoter's right and Authority to enter into the Agreement. The Allottee further acknowledges that Promoter has readily provided all information/clarification required by them in this regard. The Allottee further agrees that they shall not demand, investigate or raise any objection in this regard at any time whatsoever hereinafter; the

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Parties also agree that the Allottee shall abide with all the terms and conditions of the maintenance services to be provided them by Promoter at a later stage.

11.6 The Allottee is aware of terms and conditions contained in the Agreement and that he has clearly read and understood his rights, duties, responsibilities, obligations under each and all clauses of the Agreement and undertakes to abide by and adhere to the same at all times.

11.7 The Allottee confirms, accepts and acknowledges that the Promoter has readily provided all information, clarification as required by him/her/them/it and the Allottee has not relied upon and is/are not influenced by any architects, plans, sales plans, sale brochures, advertisements, representations, warranties, statement or estimates of any nature whatsoever, whether written or oral, made by Promoter, its selling agents/brokers or otherwise including but not limited to any representations relating to description or physical condition of the apartment or the rooms therein or any other physical characteristics thereof or the terrain of landscaping or topical conditions or contours of the Project Land, the services to be provided to the Allottee, the estimate facilities/ amenities to be made available the Allottee, or any other date except as specifically represented in this Agreement.

11.8 The Allottee is entering into this Agreement for the allotment of the Apartment with the full knowledge of all Applicable Laws, Rules, Regulations and notification to the Project Land and hereby undertakes to comply with and carry out, from time to time after they have taken over for occupation and use the Apartment all the requirements, requisitions and demands which are required to be complied with by any development authority / municipal authority / Government or any other Competent Authority in respect of the Apartment, Project and/or the Project Land and/or the larger group housing envisaged on Plot GH 1B. The Allottee shall at all times indemnify, secure and keep harmless against all cost, consequence, damages, arising on account of non-compliance with the said requirements, requisitions and demands. The Allottee has understood that the Promoter may transfer and convey its rights, title and interest in the all-Common Area and facilities in the Project of any nature whatsoever, in favour of Association of Apartment Owners to be formed for common interest of all intending allottees in accordance with the Apartment Act and the rules framed hereunder, as and when the same are made applicable to the Project or provision of any other law that may be applicable to the Project.

11.9 The Allottee agrees that Promoter shall not be responsible towards any third-party making payment/remittances on behalf of any of the Allottee and such third party shall not have any right in the application/ allotment of the Apartment applied for herein, in any way and Promoter shall be issuing the payment receipt in favour of the Allottee only. The Allottee agrees to abide by and comply with the byelaws or such Rules and notifications issued from time to time by Promoter or the designated Maintenance Agency in the interests of the upkeep, cleanliness, security, etiquettes and maintenance of the Project. Any non-compliance with such Rules and notification would be deemed to be an Event of Default.

11.10 The Allottee undertakes that it shall not apply to Uttar Pradesh electricity department or any other electricity supply company in his individual capacity for receiving any additional load of electricity other than being provided by the nominate Maintenance Agency.

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## 12 EVENTS OF DEFAULTS AND CONSEQUENCES

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

- (i) Promoter fails to provide possession of the Apartment to the Allottee within the time period specified in Clause 9.1 or fails to complete the Project within the stipulated time disclosed at the time of registration of the Project with the 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 thereunder.

12.2 In case of Default by Promoter under the conditions listed above, a non-defaulting Allottee is entitled to the following:

- (i) Stop making further payments to Promoter as demanded by the Promoter. If the Allottee stops making payments, the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any penal 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 apartment, along with interest at the rate as prescribed under RERA Rules within forty-five days of receiving the termination notice;
- (iii) 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 as prescribed in the Rules, for every month of delay till the handing over of the possession of the Apartment, which shall be paid by the Promoter within forty-five days of it becoming due.

12.3 It is specifically made clear to the Allottee that the Allottee shall perform, comply, abide by and adhere to all covenants and obligations required to be performed or complied with under this Agreement. Any default, breach, or non-compliance of any of the terms and conditions of this Agreement shall be deemed to be an Event of Default liable for consequences as stipulated herein. The Event of Default applicable to the Allottee includes but not restricted to the following:

- i. Failure to make payment for 2 (two) consecutive demand made by the Promoter as per the Payment Plan as given in **Schedule E** or failure to pay the stamp duty, legal, registration, any incidental charges, any increases in security including but not limited to Interest Free Maintenance Security as demanded by the Promoter, any other charges, taxes, etc., as may be notified by the Promoter to the Allottee under the terms of this Agreement, interest on installments by whatever name called and all other defaults of similar nature, despite being issued notice in that regard the Allottee shall be liable to pay interest at the rate as prescribed under RERA Rules to the Promoter, on the unpaid amount. The Promoter must not be in default to take this benefit;

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- ii. Failure to perform and observe any or all of the Allottee(s) obligations as set forth in this Agreement or to perform any other occupancy obligation, if any, set forth in this or any other related Agreement.
  - iii. Failure to take over the Apartment for occupation within the time stipulated by Promoter or failure to pay the charges as stated therein.
  - iv. Failure to execute the conveyance deed within the time stipulated by Promoter or the relevant authorities
  - v. Failure to execute Maintenance Agreement and/or to pay on or before its due date the maintenance charges, IFMS or any increases in respect thereof as demanded by Promoter and/or its nominee and/or the appointed Maintenance Agency and/or other body or Association of apartment owners from time to time.
  - vi. Failure, pursuant to a request by Promoter to become a member of the Association of Apartment Owners or to pay subscription charges etc. as may be required by Promoter or Association of Apartment Owners, (as the case may be).
  - vii. Assignment of this agreement or any interest of the Allottee in this Agreement without prior written consent of Promoter or without payment of transfer charges or not executing documents as asked by Promoter for transfer, as may be fixed by Promoter from time to time.
  - viii. Dishonor/stoppage of payment of any cheque (s) including post-dated cheque given by Allottee for any reason whatsoever.
  - ix. Sale/transfer/disposal/dealing with, in any manner, the reserved parking space independent of the Apartment or selling of the additional allotted parking space to any third party other than occupant of the Complex.
  - x. Any other Acts, deeds or things which the Allottee may commit, omit or fail to perform in terms of this Agreement, any other undertaking, deed etc. or as demanded by Promoter which in the opinion of Promoter amounts to an Event of Default and Allottee agrees and confirms that the decision of Promoter in this regard shall be final and binding on Allottee.
  - xi. Any breach of any of Allottee's obligations and duties under the Maintenance Agreement and any house rules as may be prescribed by the Association of Apartment Owners/Promoter/Maintenance Agency in respect of the use and occupation of the Apartment.
- 12.4 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 Apartment in favour of the Allottee and refund the money paid 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.

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Provided that the Promoter shall intimate the Allottee about such termination at least thirty days prior to such termination.

- 12.5 The Allottee agrees that upon cancellation of this Agreement, the Promoter will be released and discharged of all liabilities and obligations under this Agreement and the Promoter shall have the right to resell the Apartment along with car parking space to any third party or deal with the same in any other manner as the Promoter may in their sole discretion deem fit as if this Agreement had never been executed and without accounting to the Allottee for any of the proceeds of such sale. It is clarified here that after refund of the amount paid by the Allottee, the Allottee shall be left with no right, title, interest or lien over the said Apartment and parking space in any manner whatsoever and that the refund of the amount is subject to the Promoter getting another Allottee for the said Apartment.

### **13 CONVEYANCE OF THE SAID APARTMENT**

The Promoter, on receipt of Total Price of the Apartment and other charges including but not limited to stamp duty and registration charges as per the Agreement from the Allottee, shall execute a conveyance Deed and convey the title of the Apartment together with proportionate indivisible share in the Common Areas within 3 months from the date of issuance of the Occupation /Part Completion/ Completion Certificate to the Allottee. However, in case the Allottee fails to deposit the stamp duty and/or registration charges within the period mentioned in the notice, the Allottee authorizes the Promoter to withhold registration of the conveyance deed in his/her favour till payment of stamp duty and registration charges to the Promoter is made by the Allottee. The Promoter is also empowered in its sole discretion, to terminate this Agreement in accordance with the terms stated herein, after serving due notice to the Allottee, in case the Allottee fails to deposit the stamp duty and/or registration charges within the period mentioned in the notice.

### **14 MAINTENANCE OF THE SAID APARTMENT**

- 14.1 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 Apartment Owners 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 Apartment. The Allottee has to pay monthly maintenance charges to the Maintenance Agency as nominated by the Promoter or the Association of Apartment Owners.

However, if the Association of Apartment Owners is not formed within 1 (*one*) year of Completion Certificate the promoter will be entitled to collect from the allottees amount equal to the amount of maintenance plus 10% in lieu of price escalation for the purpose of the maintenance for next 1 (*one*) year and so on. The Promoter will pay the balance amount available with him against the maintenance charge to Association of Apartment Owners once it is formed.

- 14.2 The Allottee shall enter into a Maintenance Agreement with the Maintenance Agency in the format to be provided by the Promoter / Maintenance Agency. The Allottee shall pay the maintenance charges in relation to the Apartment as may be levied by the Maintenance Agency. It is made clear to the Allottee that the

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Maintenance Agency shall render maintenance services only with respect to the Common Areas and these shall mainly relate to services, amongst others, in respect to the public roads, security, landscaping, sewerage, drainage, rain water harvesting, garbage clearance, water, street lights, pavements, horticulture, power back up provision and such other services for the proper running, maintenance and operation of Common Areas. The Allottee further undertakes to abide by the terms and conditions of the Maintenance Agreement and to pay promptly all such demands, bills and charges as may be raised by the Maintenance Agency from time to time.

14.3 All common electricity, power backup, water and sewer charges and power backup charges for running all common services shall be paid by the Allottee(s) on equal basis in addition to the charges mentioned above.

14.4 At the time of handing over the maintenance of the Project to the Association of Apartment Owners, the Interest Free Maintenance Security as provided in the **Schedule D** shall be transferred to Association of Apartment Owners at the time of handing over of the Common Areas and facilities.

14.5 The maintenance of the Apartment including all walls and partitions, sewers, drains, pipes, attached lawn and terrace areas shall be the exclusive responsibility of the Allottee(s) except falling under clause 14.2 from the date of the possession. Further, the Allottee(s) will neither himself nor permit anything to be done which damages any part of the Tower, the staircases, shafts, common passages, adjacent unit/s etc. or violates the Rules or byelaws of the Local Authorities.

14.6 The Allottee agrees that the Promoter may obtain single point electric connection for the whole Project from APIL (as they are franchisee of the licensee for distribution of electricity in the Township) and shall be legally entitled to supply power in the said Project in which the said Apartment is located. The Allottee shall enter into a separate agreement for supply of electricity and the same shall be provided with a prepaid electric meter. The Allottee further agrees that this arrangement of being supplied the power to individual Allottee shall be provided by the Promoter or its agent only through a separate energy distribution agreement, directly or through the Promoter's agent. It is further agreed by the Allottee that the Promoter shall have the sole right to select the site for installations, determine the capacity and type of power generating and supply equipment, after taking diversity fact or into consideration, as may be deemed necessary power connection is transferred to the respective society / Association of Apartment Owners, the distribution of power/ power back up energy system shall continue to vest the Promoter. For any reason whatsoever, if any malfunctioning in these installations is observed, the Promoter shall be responsible to get the same set right within a reasonable time, but shall not under any circumstances or any manner be responsible for it, nor shall be liable for any civil or criminal liability in this regard.

14.7 The Allottee agrees and confirms that he/she/ they shall pay the amount based on electricity tariff to the Promoter or its subsidiaries/ affiliate directly or through the society / Association of Apartment Owners respectively for consuming the power so supplied but shall have no ownership right, title or interest in the equipment so installed by the Promoter or its subsidiaries/ affiliates. The Allottee confirms and understands the Promoter may provide power backup systems/ generators in the complex as a back-up for power supply. Such power generating or supplying equipment may, during its operation, cause inconvenience to the Allottee and the Allottee shall have no objection to the same. The Allottee shall be liable to pay the

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compensation charges through a prepaid electric meter, which shall always remain under the control of the Promoter or Association of Apartment Owners or the Maintenance Agency. The Allottee shall not have the right to raise any dispute with regard to such arrangement either with regard to installation of power generating equipment or payment of tariff at any time whatsoever during the period the Allottee continues to be the owner of the said Apartment. The clause shall survive the conveyance of the apartment or any subsequent sale/ re-sale conveyancing thereof.

14.8 The Allottee hereby undertakes to pay directly to the local government/central govt./local authority or township level maintenance agency existing or to exist in future all rates, taxes, charges and assessments of every description including cess etc., which are now or may at any time hereafter be assessed, charged or imposed upon the said Apartment, from time to time and at all times from the date of offer of possession of the said Apartment.

14.9 The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the Association of Apartment Owners / Maintenance Agency appointed by the Association of Apartment Owners. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions. The Allottee agrees and confirms that it shall install only energy efficient gadgets and fittings.

## **15 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 is brought to the notice of the Promoter within a period of 5 (five) years by the Allottee from the date of handing over possession or the date of obligation of the Promoter to give 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), and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottee shall be entitled to receive appropriate compensation in the manner as provided under the Act.

However, the Promoter shall not be liable for rectification of defects in the following circumstances:

- a. If the same has resulted due to any act, omission or negligence attributable to the Allottee or noncompliance of any Applicable Laws by the Allottee; and
- b. Provided that the Allottee understands that there is a fundamental difference between hand over of the building/ constructions or infrastructure services and systems free from defects on the one hand and maintenance of handed over building/ constructions or infrastructure services and systems so as to maintain defect free functioning which by its nature is a lifelong process. Accordingly, the continued maintenance of the systems handed over would not be the responsibility of the Promoter, and the Promoter shall not be liable for rectification of any defects therein.
- c. Provided further that in case any such structural defect or any other defect in workmanship, quality or provision of services by the Promoter at the Project, reasonably and in the ordinary course requires additional time beyond the said 30 (thirty) days, then the Promoter shall be entitled to the same, provided

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an intimation thereof has been provided to the Allottee prior to expiry of the said initial 30 (thirty) days. The Allottee hereby agrees to such additional time / extension of time without being entitled to / making any claim to receive appropriate compensation in the manner as provided under the Act and/or otherwise under the Applicable Laws.

## **16 RIGHT TO ENTER THE APARTMENT FOR REPAIRS**

The Promoter and their agents or the Association of Apartment Owners with or without workmen and others, shall have unrestricted access of all Common Areas and parking spaces for the purpose of making, laying down maintaining, repairing, rebuilding, cleaning, lighting and keeping in order and good condition (including repairing) all services, drains, pipes, cables, water covers, gutters, wires, walls, structure or other conveniences belonging to or serving or used for the Project and the Allottee agrees to permit the Association of Apartment Owners and / or Maintenance Agency to enter into the Apartment or any part thereof, after due notice and during normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

## **17 GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT**

17.1 Subject to Clause 15 above, the Allottee shall, after taking possession, be solely responsible to maintain the Apartment at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Tower, or the Apartment, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any Applicable Laws or Rules of any Authority or change or alter or make additions to the Apartment and keep the Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Tower is not in any way damaged or jeopardized.

17.2 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 Tower or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottee shall also not change the color 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 Apartment or place any heavy material in the common passages or staircase of the Tower. The Allottee shall also not remove any wall, including the outer and load bearing wall of the Apartment.

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

## **18 COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES**

The Parties are entering into this Agreement for the allotment of an Apartment with the full knowledge of all Applicable Laws, Rules, Regulations, notifications applicable to the Project.

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The Promoter has made it expressly clear to the Allottee that the rights of the Promoter in the Apartment agreed to be conveyed/ sold/ transferred herein are circumscribed by and subject to the conditions imposed by the Competent Authority.

The Allottee shall observe all terms and conditions of this Agreement, and also those conditions, restrictions and other stipulations imposed in respect of the Project by virtue of the license/permission granted by the Authority and shall also abide by the applicable zoning plans, building plans and other Applicable Laws applicable to the Apartment and /or the Project.

**19 ADDITIONAL CONSTRUCTION**

It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans in relation to the Project and specifications, amenities and facilities which are part of the Apartment after the same are approved by the Competent Authority (and which are in conformity with the advertisement, prospectus etc. on the basis of which sale is effected) in respect of the Apartment 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 per the provisions of the Act.

It is agreed for the purpose of this clause, the term minor additions/alterations shall exclude (i) structural change including an addition to the area or change in height, (ii) the removal of part of a building, (iii) any change to the structure, such as the construction or removal or cutting into of any wall or a part of a wall, partition, column, beam, joist, floor including a mezzanine floor or other support, (iv) a change to or closing of any required means of access ingress or egress or a change to the fixtures or equipment, etc.

**20 PROMOTER SHALL NOT MORTGAGE OR CHARGE**

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

**21 U.P. APARTMENT (PROMOTION OF CONSTRUCTION, OWNERSHIP AND MAINTENANCE OWNERSHIP ACT)**

The Promoter has assured the Allottee that the Project in its entirety is in accordance with the provisions of the U.P. Apartment (Promotion of Construction, Ownership and Maintenance) Act, 2010. The Promoter showing compliance of various Applicable Laws/Regulations as applicable in Uttar Pradesh.

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## **22 OTHER COVENANTS**

### **22.1 Fire Safety**

The Promoter shall provide fire safety measure specified by the respective department of the Government of Uttar Pradesh in the Project as per the existing fire safety norms. If, however, due to any subsequent central, state or local legislation(s), government regulations/order and of directives or any change in the existing guidelines, it becomes obligatory on the Promoter to undertake additional fire safety measure, the Allottee agrees that they shall be liable to pay proportionate charges in respect thereof.

### **22.2 Entry Regulations**

It is in interest of the Allottee to help Maintenance Agency in effectively keeping the Apartment and the Project, in a good condition and secured in all ways. For the purpose of security, the Maintenance Agency would be free to restrict and regulate the entry of visitors into the Project.

### **22.3 Permitted Use and Nuisance and Annoyance**

- (i) The Allottee hereby agrees to use the Apartment for residential purposes in accordance with the Apartment Act and shall not store any goods of hazardous or combustible nature or which can cause damage to the structure and / or assets of the Project or other occupants or equipment's in the Project or use the Apartment for any activity other than for residential purpose and not put to use the Apartment for any immoral, illegal or hazardous activity which would in any manner jeopardize the Promoter's good will or reputation or life/assets/structure of the other occupants and indemnify and keep and hold the Promoter indemnified from all losses, damages and such other costs and expenses which may arise out of such non-compliance of the aforesaid by the Allottee. That the Allottee occupies and use the Apartment in such a manner so as not to cause any nuisance, or disturbance to the other occupants of the Project.
- (ii) The Allottee hereby agrees to use the utility balcony only for drying of clothes and not to use the regular balconies for the same as it would adversely affect aesthetics of the Project.
- (iii) The Allottee shall not use the Common Area of the Project for the purpose of making any temporary or permanent structure.

### **22.4 Interior Maintenance and Insurance**

- (i) The Allottee shall carry out all the interiors and refurbish the Apartment at its own cost and expense and shall also have the right to change flooring, wall finish, install partitions, airconditioning unit or units, other electrical or electronic subject to the condition that any material change with regard change in any walls or change adversely affecting the structure of the building in any way shall not be carried out by the Allottee.

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- (ii) The Allottee agrees and understands that the insurance and the interiors of the Apartment shall be his/her/their/its responsibility and Promoter shall not in any case be held liable for any loss or damage arising out of or on account of any neglect or omission of the Allottee or his/her agents, contract or on account of any neglect or omission of the allottee his/her agents, contractors or any one claiming under him/her/them/it.

## 22.5 **Property Tax**

The Allottee shall be liable to pay from the date of offer of possession of the Apartment, house-tax or any other fee, cess or tax, as is applicable. Notwithstanding the foregoing, so long as the Apartment of the allottee(s) is not separately assessed to such taxes, fee or cess, the aforesaid shall be paid by the Allottee in proportion to the Carpet Area of the Apartment to the total Carpet Area of all apartment of the Project. These taxes, fees, cesses etc. shall be paid by the Allottee irrespective of the fact whether the maintenance is carried out by Promoter or its nominee or any other body or Association of Apartment Owners. It is hereby clarified that since the Township is maintained by APIL or its nominated agency, therefore, instead of property tax, a township maintenance fees may be levied upon the Allottee in proportion to the Carpet Area of the Apartment to the total Carpet Area of all apartment of the Project.

## 22.6 **Alterations in the Apartment**

- (i) The Allottee shall not make any such additions or alterations in the Apartment so as to cause blockage or obstruction in the Common Areas and facilities and services within the Project and/or to cause any structural damage and encroachment to the building(s)/tower in the Project. As the structure is a shear wall construction hence no portion of any of the walls will be altered by Allottee for ensuring the required structural stability.
- (ii) The Allottee shall not put any air conditioners or coolers anywhere else except the space earmarked for the same in the Apartment.
- (iii) The Allottee shall not close or in any manner obstruct or restrict the use of the ground space, corridors or lounges or balconies or common passages or common corridors or any other Common Areas or in any part of the Project.
- (iv) The Allottee shall not sub-divide or amalgamate the said Apartment with any other Apartment in the said Project without taking prior written approval of the Promoter /Competent Authority.
- (v) The Allottee shall not demolish any structure of the Apartment or any portion of the same or cause to make any new construction in the Apartment without the prior approval and consent of the Promoter and/ or the local authority, if required. The Allottee(s) undertakes that it shall not divide/ sub-divide the Apartment in any manner. The Allottee shall not change the colour and structure of the external facade of the Apartment including surfaces enclosed by borders.

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- (vi) The Allottee shall not cover or construct on the balcony(ies) reserved exclusively for the dedicated use of the Apartment owner and shall only use the same as open balcony(ies), as the case may be, and in no other manner whatsoever.

## 22.7 Power Backup

The Promoter shall install equipment for power backup facility common to all apartments & for individual Allottee at a cost specified in **Schedule D**. Further, the said power back facility is an additional feature and the Allottee herein shall not claim any loss/ damage, whether direct or consequential, from the Promoter in the event of default on the part of the Maintenance Agency/Association of Apartment Owners/body providing the same or continue to provide the same. In the event the Allottee requires any power back up for its appliances/equipment's, the Allottee at his/ her/ their own cost and risk may install appropriate stabilizers/uninterrupted power supply units within the Apartment, but in no event such installation of Stabilizers/ UPS/ Apparatus etc., should conflict or adversely affect the power supply or power back up, supplied by the Promoter/Maintenance Agency/Association of Allotment Owners. The said power back up facility shall be usage based and the Allottee shall regularly pay his/her/their proportionate share of costs, charges, expenses etc. incurred by the Maintenance Agency/Association of Allotment Owners in providing the same. The Allottee accepts that it shall not claim damage/loss whether direct or consequential from the Promoter/Maintenance Agency or body providing the same in the event of low voltage, low frequency, inconsistent or non-availability of same for reasons beyond the control of Promoter/Maintenance Agency/any other body providing the same.

## 23 BINDING EFFECT

- a. Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the annexures and schedules along with the payments due as stipulated in the schedule of Payment Plan in **Schedule E** at the address of the Promoter within 30 (*thirty*) days from the date of receipt by the Allottee of this Agreement and secondly, appears for registration of the same before the concerned Sub-Registrar \_\_\_\_\_ (address of the Sub-Registrar) as and when intimated by the Promoter.
- b. If the Allottee fails to execute and deliver to the Promoter this Agreement within 30 (*thirty*) days from the date of its receipt by the Allottee and / or does not appear for the registration before the Sub Registrar 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 the receipt of such notice by the Allottee, then the 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.

## 24 ENTIRE AGREEMENT

This Agreement along with its with its preamble, recitals, schedules, constitutes the entire agreement between the Parties with respect of the subject matter hereof and supersedes any and all understandings, any other agreement, correspondences or arrangements whether, written or oral, if any between the

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Parties. That the Parties further understand that the terms and conditions as mentioned in the application shall form part parcel of this Agreement and in the event of any conflict between the terms and conditions mentioned in the agreement and the application, the terms and conditions mentioned in this Agreement shall prevail.

**25 RIGHT TO AMEND**

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

**26 PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE / SUBSEQUENT ALLOTTEES**

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

**27 WAIVER NOT A LIMITATION TO ENFORCE**

The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee in not making payments as per the Payment Plan (**Schedule D**) including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Promoter in 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.

Failure on the part of the Parties to enforce at any time or for any period of time the provisions hereof shall not be constructed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

**28 SEVERABILITY**

If any provision of this Agreement shall be determined to be illegal, void, invalid or unenforceable under any Applicable Law, such provisions 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 the Applicable Law and the remaining provisions of the Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

**29 METHOD OF CALCULATION OF PROPORTIONATE SHARE 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 Apartment bears to the total Carpet Area of all the Apartments in the Project.

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**30 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.

**31 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. After the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution, the said Agreement shall be registered at the office of the Sub-Registrar at **Sarojini Nagar, Lucknow** (specify the address of the Sub-Registrar). Hence this Agreement shall be deemed to have been executed at **Lucknow**.

**32 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 with acknowledgement due or speed Post or courier or through email at their respective addresses specified below:

NAME AND ADDRESS OF PROMOTER	NAME AND ADDRESS OF ALLOTTEE
<b>M/s. Pardos Lucknow Developers Pvt. Ltd, V.O. NO. 06,505, Chiranjiv Tower, 43 Nehru Place, New Delhi-110019</b>	<b>Mr.</b> ·

All letters, receipts and or notices etc. issued by the Promoter and dispatched to the address of the Allottee as mentioned above or any address later notified by the Allottee, shall be sufficient proof of receipt of the same by all the Allottee and shall fully and effectively discharge the Promoter of its obligations in this regard.

It shall be the responsibility of the Allottee and the Promoter to inform the each other of any change in address subsequent to the execution of this agreement in the above address by a Registered A.D. letter or by electronic mail 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.

**33 JOINT ALLOTTEES**

In case of joint allotment, all communication, demand notices etc. shall be sent by the Promoter to the Allottee(s), whose name appears first and at the address given by him/ her/ them/ it, which shall for all

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purposes, be considered as served on all the Allottee and no separate communication shall be sent to the other named Allottee(s) unless otherwise informed by the Allottee in written.

**34 SAVINGS**

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

**35 FORCE MAJEURE**

The Promoter shall not be held responsible or liable for not performing any obligation or undertaking provided for in this Agreement if such performance is prevented, delayed or hindered by any of the following events which include (each event a “**Force Majeure**”) Act of God, fire, flood, explosion, drought, cyclone, earthquake or any other calamity caused by nature, or war, riot, terrorist act, sabotage, inability to procure or general shortage of energy, labour, equipment facilities, materials or supplies, failure of transportation, strikes, lock outs, action of labour unions, change in law or any other cause not within reasonable control of the Promoter affecting the regular development of the Project and any event or circumstance similar or analogous to the foregoing.

**36 INDEMNIFICATIONS**

- (a) The Allottee(s) hereby undertake to keep and hold Promoter indemnified and harmless against all costs, expenses, claims, liabilities proceedings which may be caused to or suffered by the Promoter or made or taken against the Promoter, negligence or fault of the Allottee(s), misrepresentations or willful misconduct, or due to non-compliance of any Applicable Laws, Rules, procedures or any other laws, rules, regulations or directions, policies, guidelines and/or in respect of non-compliance of terms of this Agreement or otherwise.
- (b) The Allottee agrees and understands the employees, officials and or any other authorized person of the Promoter shall provide relevant and necessary assistance for completing the procedural formalities in this Agreement. The Allottee agrees and undertakes to indemnify and keep and hold the employees, officials and or authorized person harmless and indemnified for any loss, arising out, in relation in connection of rendering such assistance.

**37 COPIES OF THE AGREEMENT**

Two copies of this Agreement shall be executed in originals and the Promoter shall retain the first and send the second executed copy of the Allottee for his / her / its reference and record.

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**38 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 thereunder including other Applicable Laws of India for the time being in force.

**39 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 through the Authority or Adjudicating Officer appointed under the Act.

**40 JURISDICTION**

The High Court of Allahabad and courts subordinate to it at Lucknow and State Consumer Forum only at Lucknow, shall have the jurisdiction in all matters arising out or touching and/or concerning this Agreement.

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

SIGNED AND DELIVERED BY THE WITHIN NAMED:

- 1. Promoter  
Pardos Lucknow Developers Pvt. Ltd.  
V.O. No. 06, 505, Chiranjiv Tower, 43, Nehru Place, New Delhi-110019
- 2. Allottees:

At \_\_\_\_\_ on \_\_\_\_\_ in the presence of

Witnesses: -  
 Signature: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Address: \_\_\_\_\_

Witnesses: -  
 Signature: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Address: \_\_\_\_\_

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Schedule A

LAYOUT PLAN OF THE GROUP HOUSING ON PLOT GH 1B

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**Schedule B**

**FLOOR PLAN**

**Schedule C**

**DETAILS AND SPECIFICATIONS OF THE APARTMENT ALONG WITH ALL FITTING, FIXTURES**

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Schedule D

**BREAK UP OF TOTAL PRICE OF THE APARTMENT:**

Schedule E

**PAYMENT PLAN- Construction Linked Plan**

Schedule F

**DETAILS OF COMMON AREAS TO BE HANDED OVER**

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