

**DRAFT FOR RERA REGISTRATION PURPOSES ONLY**

**AGREEMENT FOR SALE**

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

**By and Between**

**HOABL Realtech Private Limited (formerly known as Padmasiddh Realtech Private Limited)**  
CIN:- U70109MH2021PTC357485, PAN: AALCP8809L, a company incorporated under the provisions of the Companies Act, 2013, having its registered office at **3<sup>rd</sup> Floor, Lodha Excelus, Apollo Mills Compound, N.M Joshi Marg, Mahalaxmi Mumbai City, Maharashtra- 400011**, represented by its authorized signatory .....(Aadhar No....., PAN ..... ) authorized vide board resolution dated .....hereinafter referred to as the "**Promoter**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the said Promoter and its successor-in-interest and permitted assigns)

**AND**

**[If the Allottee is an Individual]**

Mr./ Ms. ...., (Aadhar No.....) son / daughter of.....  
.,aged .....about.....,residing at.....  
..., (PAN no.....), hereinafter called the "**Allottee**" (which expression

shall unless repugnant to the context or meaning thereof be deemed to mean and include the allottee and his/her heirs, executors, administrators, successors-in-interest and permitted assigns).

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

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

#### **INTERPRETATIONS / DEFINITIONS:**

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

- a) "Act" means the Real Estate (Regulation and Development) Act, 2016 (16 of 2016);
- b) "Authority" means Uttar Pradesh Real Estate Regulatory Authority.
- c) "**Applicable Laws**" shall mean all Acts, Rules and Regulations in force and in effect as of the date hereof as applicable in the State of Uttar Pradesh including, Uttar Pradesh Urban Building Act 1972, Uttar Pradesh Municipality Act 1916, Urban Land Ceiling Act 1976, the Uttar Pradesh Municipal Corporation Act, 1959, Uttar Pradesh Building bye laws, Uttar Pradesh Urban Planning and Development Act, 1973, The U.P. (regulations of building operations) act, 1958, building bye laws, , Real Estate (Regulation & Development) Act, 2016, Uttar Pradesh Real Estate (Regulation and Development) (Amendment) Rules, 2016 or any other act/rules which may be promulgated or brought into force and effect hereinafter including notifications, ordinances, policies, laws or orders or official directive of any Central/State Government or of any Statutory Authority in Uttar Pradesh, as may be in force and effect during the subsistence of this Agreement applicable to the development / construction / sale of the said Project.
- d) "**Approved Plans**" shall mean and include the layouts and plans duly approved and sanctioned by competent authority on the basis of which said Project is to be developed along with any/all variations/amendments/changes to be made by the Promoter as per the Applicable Laws and provisions of the Act and rules and regulations thereon.
- e) "**Basic Infrastructure Work**" shall mean the internal roads connecting the said Unit to the public road, provision of sewer line/ water supply line/ electricity line/ storm water drains outside the said Unit.
- f) "**Completion Certificate**" means the completion certificate, or such other certificate, by whatever name called, issued by the competent authority certifying that the real estate project has been developed according to the sanctioned plan, layout plan and specifications, as approved by the competent authority under the Applicable Laws.

- g) **“Common Areas and Facilities of the Project”** shall mean such common areas, facilities, equipment and spaces in the Project which are meant for common use and enjoyment of all the occupants of the Project and more particularly described in **Schedule V** attached hereto.
- h) **“Delay Payment Interest”** means the amount to be paid on account of delay in the payment of any/all charges/installment calculated at the Interest Rate (Specified herein below) and shall include compensation for any loss caused due to delay in payment or any other loss caused to the Promoter.
- i) **“Earnest Money”** means an amount equivalent to 10% of the Basic Price of the said Unit.
- j) **“Government”** means the Government of Uttar Pradesh;
- k) **“Holding Charges”** means the administrative expenses of the Promoter to hold the said Unit, if the Allottee(s) fails to take actual and physical possession of the said Unit after expiry of the period mentioned in offer of possession.
- l) **“Interest Rate”** means the rate equals to MCLR (Marginal Cost of Lending Rate) on home loan of State Bank of India +1% or such other rate as may be applicable from time to time as per the Act and Rules.
- m) **“Association of Allottees (AOA)”** shall mean and include the Society/Maintenance Society/Resident Welfare Association (RWA)/ Association or anybody, by whatever name called, that may be formed as per requirement of clause (e) of sub section (4) of section 11 of the Act.
- n) **“Maintenance Agency”** shall mean a company, firm, association or body or such other persons as may be appointed by the Promoter or the Association of Allottee(s) for the purpose of maintenance of the said Project.
- o) **“Occupancy Certificate”** means the occupancy certificate, or such certificate by whatever name called, issued by the competent authority permitting occupation of any building, as provided under local Applicable Laws, which has provision for civic infrastructure such as water, sanitation and electricity.
- p) **“Person”** means any individual, company, corporation, partnership, Government or Governmental Authority or agency or any other legal entity.
- q) **“Prime/Preferential Location”** means unit(s) facing or abutting green areas, and corner unit(s) and any other location as may be specified/designated as Prime/Preferential Location by the Promoter.

- r) **"Project"** shall mean and include **133** no. of plots constructed over **4अ/4, 4ई/5, 4ख/6, 4अ/7, 4अ/13** and **4ए/18** (Gata Nos.) along with all the basic infrastructure, Common Areas and Facilities, limited common areas and facilities, open spaces (if any), etc. and all that is constructed / to be constructed and there about lying upon the land and collectively named as **'The Sarayu'**
- s) **"Rules"** means the Uttar Pradesh Real Estate (Regulation and Development) Rules, 2016 as amended from time to time;
- t) **"Regulations"** means the Regulations made under the Uttar Pradesh Real Estate (Regulation and Development Act), 2016;
- u) **"Section"** means a section of the Act.

**WHEREAS:**

- A. By and under various Sale Deeds which are more particularly listed out at **Schedule I** hereunder, the Promoter is the absolute and lawful owner of all those pieces and parcels of land being Gata Nos. **4अ/4, 4ई/5, 4ख/6, 4अ/7, 4अ/13** and **4ए/18** totally admeasuring **58,723** square meters and situated at Village - Tihura Majha, Pargana – Haveli Awadh, Tehsil - Sadar, District - Ayodhya, Uttar Pradesh ("**said Land**"). The said Land is more particularly described at **Schedule II** hereunder written. The said Land is earmarked for the purpose of plotted development for residential purpose, comprising of 133 plots in the said Project being developed under the name and style of and known as **'The Sarayu'**;
- B. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the said Land on which Project is to be constructed have been completed;
- C. The Promoter has obtained the layout plan, sanctioned plan, specifications and all necessary approvals for the Project and for the lots in the said Project, as the case may be, from Ayodhya Development Authority.
- D. The Promoter has registered the said Project under the provisions of the Act with the Uttar Pradesh Real Estate Regulatory Authority at.....on.....  
.....under registration No..... The exhaustive list of details of the Promoter and Project are available on the website (www. up-rera.in) of the Authority;
- E. The Allottee had applied for a plot in the said Project vide Application No.....dated .....and has been allotted plot no.....having area of .....square meters (.....square feet) alongwith the right to use and enjoy the Common Areas and

Facilities of the Project as defined under clause (d) of Rule 2 of The Uttar Pradesh Real Estate (Regulation and Development) Rules, 2016 hereinafter referred to as the “said **Plot/Unit**” more particularly described in **Schedule III** hereunder written;

- F. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;
- G. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the said Project;
- H. 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;
- I. 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 said Plot as specified in Recital E above.
- J. That the Allottee understands that the Promoter is undertaking the said Project as per the Applicable Laws, notifications, Rules and Regulations applicable thereto and also understands the limitations and obligations of the Promoter in respect thereof.

**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**

Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase the said Plot as specified in Recital E.

- 1.1. The Total Consideration for the said Plot based on the plot area is Rs..... (Rupees..... only) (“**Total Consideration**”):

Plot No. _____	Rate of Plot Rs. per square meter (Rs. per square foot)*

Type _____	
Total Consideration (in rupees)	

The Breakup of the above Total Consideration is as under: *[to be modified as per the Purchaser's payment plan]*

<b>Particular</b>	<b>Amount (in Rs.)</b>
Cost of the said Plot	Xxx
Cost of Basic Infrastructure	Xxx
Cost of Common Areas and Facilities	Xxx
Additional Charges* (If the promoter wants, he may quote Such additional charges item wise.)	Xxx
<b>Unit Price</b>	<b>Xxx</b>
Maintenance Charges	Xxx
Corpus Fund	Xxx
Duties and Taxes	Xxx
<b>Total Price</b>	<b>Xxx</b>

\*Note: The Promoter shall modify the abovementioned table as per the payment plan of the Allottee(s).

**Explanation:**

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

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

Provided further that if there is any increase in the taxes after the expiry of the scheduled date of completion of the Project as per registration with the Authority, which shall include the extension

of registration, if any, granted to the said Project by the Authority, as per the Act, the same shall not be charged from the Allottee;

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

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

- 1.2. The Total Consideration is escalation- free, save and except increases which the Allottee hereby agrees to pay, due to increase on account of development fee payable to the competent authority and/ or any other increase in charges which may be levied or imposed by the competent authority from time to time.

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

- 1.3. The Allottee(s) shall make the payment as per the payment plan set out in **Schedule IV (“Payment Plan”)**

- 1.4.1 All other charges such as documentation charges, stamp duty, registration charges, Society Registration Charges, etc. which are specifically to be paid with reference to this Agreement and any subsequent agreement/deed to be entered in this respect, do not form part of the Total Consideration and shall be paid by the Allottee(s) in addition to Total Consideration.

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

- 1.5. It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described herein (which shall be in conformity with the advertisement, prospectus, etc. on the basis of which sale

is effected) in respect of the said Plot without the previous written consent of the Allottee as per the provisions of the Act.

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

- 1.6. Subject to Clause 9.3, the Promoter agrees and acknowledges that, the Allottee shall have the right to the said Plot as mentioned below:
  - (i) The Allottee shall have exclusive ownership of the said Plot.
  - (ii) The Allottee shall also have a common right to use and enjoy the Common Areas and Facilities of the Project. Since the share/interest of Allottee in the Common Areas and Facilities is undivided and cannot be divided or separated, the Allottee shall use the Common Areas and Facilities areas along with other occupants of the Project without causing any inconvenience or hindrance to them.
- 1.7. The Allottee is aware and understands that this Project is part of a larger layout and the Common Areas and Facilities are common and to be shared by the allottees/purchasers of the larger layout.
- 1.8. The Promoter agrees to pay all outgoings before transferring the physical possession of the said Plot to the Allottees, which it has collected from the Allottees, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the Project). If the Promoter fails to pay all or any of the outgoings collected by it from the Allottees or any liabilities before transferring the said Plot to the Allottee, the Promoter agrees to be liable, even after the transfer of the property to pay such outgoings and penal charges, if any, to the authority or persons to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefore by such authority or person.
- 1.9. The Allottee has paid a sum of Rs. .... (Rupees..... only) as booking amount being part payment towards the Total Consideration of the said Plot at the time of application the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining consideration towards the said Plot as prescribed in the Payment Plan [**Schedule IV**] as may be demanded by the Promoter within the time and in the manner specified therein:

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

## **2. MODE OF PAYMENT**

Subject to the terms of the, the Allottee shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the Payment Plan [**Schedule IV**] through A/c

Payee cheque/demand draft/bankers cheque or online payment (as applicable) in favour of  
'.....' Payable at.....

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

### **3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:**

- 3.1 The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made there under or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/ sale/ transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or the statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.
- 3.2 The Promoter accepts no responsibility in regard to matters specified in Para 3.1 above. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of the Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities, if any, under the applicable laws. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the said Plot applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only and in case of cancellation by any such allottee, refund in terms of this Agreement shall be made only to Allottee.

### **4. ADJUSTMENT/APPROPRIATION OF PAYMENTS:**

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

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

## **5. TIME IS ESSENCE:**

The Promoter shall abide by the time schedule for completing the Project as disclosed at the time of registration of the Project with the Authority and towards handing over the said Plot to the Allottee and the Common Areas and Facilities of the Project to the Association of Allottees or the competent authority, as the case may be.

Similarly, the allottee shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the promoter as provided in **Schedule IV** and in case Allottee shall not comply with the timely payment of installments and other dues, he shall be treated as Allottee in default and terms conditions of default as mentioned in this Agreement shall apply.

## **6. CONSTRUCTION OF THE PROJECT:**

- 6.1 The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the said Plot and accepted the Payment Plan and the specifications, Common Areas and Facilities and amenities [annexed along with this Agreement] which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said layout plans, and specifications, Common amenities and facilities as per the Applicable Laws.
- 6.2 The Allottee irrevocably provides his consent through this Agreement, as required under Section 14 of the Act, in respect to any further alterations/modifications or additions in sanctioned or layout plans and specifications or the Common Areas and Facilities of the Project, as approved by the competent authority and not to obstruct and /or raise any objections in future.
- 6.3 The Allottee shall follow the construction guidelines available on the website of the Promoter for undertaking any construction on the said Plot. The Allottee shall at its own cost obtain all the approvals and permissions as may be required for construction on the said Plot and the Allottee and all its contractors / agents / nominees shall ensure that the construction and development of the said Plot is carried out in accordance with the Applicable Laws.

## **7. POSSESSION OF THE PLOT:**

### **7.1. Schedule for possession of the said PLOT**

- (a) The Promoter agrees and understands that timely delivery of possession of the said Plot to the Allottee and the Common Areas and Facilities of the Project to the Association of Allottees or the competent authority, as the case may be, is the essence of the Agreement. If the Allottee defaults in paying the relevant amounts as per the Payment Plan along with all the other taxes/charges, he shall not be entitled to enforce the timeline of said Project completion. Therefore, subject to the timely receipt of payment of price and the other amounts from the Allottee as per this Agreement, the Promoter assures to hand over possession of the said Plot along with ready and complete Common Areas and Facilities of the Project with all specifications, amenities and facilities of the Project in place on **14 May, 2023** (“**Possession Date**”), unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project (“**Force Majeure**”) or there is a delay due to any reasonable circumstances beyond the control of the Promoter. If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the said Plot.
- (b) Provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. In such an event the Promoter shall not be liable to pay any penalty/interest/compensation to the Allottee. If Project is delayed due to any reasonable circumstances, allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the said Plot as may be granted by the Authority and no penalty/interest/compensation for such delayed period shall be paid by the Promoter.
- (c) The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the Project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter, after deducting the taxes paid by the promoter on behalf of Allottee (if any), from the allotment within [•] days from that date of such intimation. The Promoter shall intimate the Allottee about such termination at least [•] days prior to such termination. After refund of the money paid by the Allottee, the Allottee agrees that he/she shall not have any right, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.
- (d) Since the Project is being developed in phases, it will be the duty of the promoter to maintain those Common Areas and Facilities of the Project which are not complete and handover all the Common Areas and Facilities of the Project and facilities to the Association of Allottees once all phases of the larger layout are completed.

7.2. **Procedure for taking possession** – The Promoter, upon obtaining the completion certificate/occupancy certificate (as applicable) from the competent authority shall vide “offer letter” offer in writing the possession of the said Plot with demand of all the outstanding dues, Interest (if any) stamp duty, registration charges and documentation charges, other incidental

charges, to the Allottee in terms of this Agreement to be taken within 15 (fifteen) days from the date of such offer letter for possession.

- 7.3. The Allottee, after taking possession, agrees to pay the maintenance charges as determined by the Promoter/Association of Allottees, as the case may be, after the issuance of the completion/occupancy certificate (as applicable) for the Project.
- 7.4. It shall be duty of the allottee to Adhere to the prescribed timeline for payment of dues and execution and registration of sale deed in respect of the said Plot.
- 7.5. **Failure of Allottee to take Possession**– Upon receiving a written intimation from the Promoter as per Clause 7.2, the Allottee shall take possession of the said Plot from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the said Plot to the Allottee. In case the Allottee fails to take possession within the time provided in Clause 7.2, such Allottee shall be liable to pay to the Promoter Holding Charges at the rate of Rs. [•] per **month** per **sq. ft.** of the plot area for the period beyond 15 (fifteen) days from the date of offer of possession till actual date of possession in addition to maintenance charges as specified in Clause 7.2. and the Allottee shall also be liable to pay interest on the unpaid amount at the interest rate till actual date of possession.

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

The Allottee(s) upon taking possession of the said Plot, shall not raise any dispute and/or make any claim, whatsoever, in respect of the said Plot against the Promoter and shall be entitled to use and occupy the said Plot for residential purposes without any interference but subject to the terms and conditions, stipulations contained herein, provided the Allottee(s) has cleared all dues and the Sale/Transfer Deed has been executed and registered in his/her/their favor.

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

The Allottee(s) shall pay in respect of his/her/their said Plot all charges payable to various departments or to the Promoter (as may be applicable) for obtaining service connections like water, sewer etc. including security deposits for sanction and release of such connections as well as service charges pertaining thereto as and when demanded or requisite. If the Promoter pays these similar

charges in bulk to any public or private agency then it shall be liable to recover the same on pro-rata basis from the Allottee(s).

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

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

Provided that where the Allottee(s), proposes to cancel/withdraw from the said Project without any fault of the Promoter, the Promoter herein is entitled to forfeit the Recovery Amounts from the Total Consideration paid by the Allottee till such cancellation and all the consequences of such cancellation stipulated in this Agreement shall follow including the execution of the Deed of Cancellation and handover of originals of all the documents in respect of the said Plot to the Promoter. On termination of this Agreement, the Allottee shall have no right, title, interest, claim, demand or dispute of any nature whatsoever either against the Promoter or against the Plot or under this Agreement except for refund of the Total Consideration paid by the Allottee till such termination after deducting therefrom (i) liquidated damages being 10% of the total cost of the said Plot, (ii) any Interest on delayed payments, and (iii) any cost and expenses borne and paid by the Promoter (iv) Taxes and Charges paid to the Government, (v) brokerage paid by the Promoter at actuals towards the sale of the Plot, (collectively referred to as the “**Recovery Amounts**”). In the event, the Promoter is unable to recover all the aforesaid amounts from the amounts forfeited, then the Promoter shall be entitled to recover such shortfall separately from the Allottees as an independent claim.

It is hereby clarified that, such balance amount after deducting the Recovery Amounts, shall be refunded by the Promoter to the Allottee only out of the sale proceeds arising out of the re-allotment / sale of the Plot to a third party and within 180 (One Hundred and Eighty) days from the date the Allottee executes and registers a Deed of Cancellation in respect of the said Plot with the Promoter and hand over of originals of all the documents executed in respect of the said Plot including this Agreement to the Promoter, whichever is later. The Promoter shall be entitled to re-sell/allot the Plot to a third party, from the date of the termination of this Agreement, without any reference/recourse to the Allottee and the only claim that the Allottee shall have against the Promoter shall be refund of the amounts as stated under this Agreement.

**8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER**

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

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

The promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the said Project.

ii) There are no encumbrances upon the said land of the project;

[In case there are any encumbrances on the land provide details of such encumbrances including any rights, title, interest and name of party in or over such land].

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

iv) All approvals, licenses and permits issued by the competent authorities with respect to the project and the said Plot are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all Applicable Laws in relation to the said Project..

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

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

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

viii) At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the said Plot to the Allottee and the Common Areas and Facilities of the Project to the Association of the Allottees or the competent authority, as the case may be.

ix) The Promoter has duly paid and shall continue to pay and discharge all government dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said Project to their competent authorities till the completion certificate/occupancy certificate (as applicable) has been issued and possession of the said Plot along with the Common Areas and Facilities of the Project (equipped with all the specifications, amenities and facilities) has been

handed over to the Association of Allottees or the competent authorities as the case may be.

- x) No notice from the government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoter in respect of the Project.

## **9. EVENTS OF DEFAULTS AND CONSEQUENCES:**

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

- (i) Promoter fails to provide possession of the said Plot to the allottee within the time period specified in Para 7.1 or fails to complete the project within the stipulated time disclosed ( including extension) at the time of registration of the project with the authority. For the purpose of this Para, 'ready to possession' shall mean that the Unit shall be in a habitable condition which is complete in all respect including the provision of all specifications, amenities and facilities, as agreed to between the Parties, and for which occupation certificate and completion certificate, as the case may be, has been issued by the competent authority.
- (ii) Discontinuance of the promoter's business as a developer on account of suspension or revocation of his registration under the provisions of the act or the rules or regulations made there under.

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

- (i) Stop making further payments to promoter as demanded by the promoter. If the allottee stops making payments, the promoter shall correct the situation by completing the Construction milestones and only there after the allottee be requires to make the next payment without any interest; or
- (ii) The allottee shall have the option of terminating the agreement in which case the promoter shall be liable to refund the entire money paid by the allottee under any head whatsoever towards the purchase of the said Plot, along with interest at the rate equal to MCLR (Marginal Cost of Landing Rate) on home loan of State Bank of India +1% unless provided otherwise under the Rules within 45 days of receiving the termination notice;

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

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

- (i) In case the allottee(s) fails to make payments for 2 (two) consecutive demands made by the promoter as per the payment plan annexed here to, despite having been issued notice in that regard, the allottee shall be liable to pay interest to the promoter on the unpaid amount at the rate equal to MCLR (Marginal Cost of Lending Rate) on home loan of State Bank of India +1% unless provided otherwise under the Rules. The promoter must not be in default to take this benefit.
- (ii) In case of default by allottee under the condition listed above continuous for a period beyond 3 (three) consecutive months after notice from the promoter in this regard, the promoter may cancel the allotment of the said Plot in favor of the allottee and refund the money paid to him by the allottee after deducting the booking amount and the interest liabilities and this agreement shall thereupon stand terminated. The promoter must not be in default to take this benefit. Provided that the promoter shall intimate the allottee about such termination at least 30 days prior to such termination.
- (iii) In case of default by the allottee in execution and registration of conveyance deed of the Unit within the period mentioned in Offer Letter, promoter shall be entitled to charge compensation at Rs ..... (p.m.) for such delay. Further the Allottee shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899 and Indian Registration Act, 1908 including any actions taken or deficiencies/ penalties imposed by the competent authority.
- (iv) In case of breach of any other terms & conditions of this Agreement and violation of any of the Applicable Laws on the part of the Allottee(s), the promoter may cancel the allotment of the said Plot and refund the money paid to him by the allottee after deducting the booking amount, the interest liabilities and all taxes, duties, cess, etc. deposited by the Promoter to the concerned department/authority in respect of the Unit and other charges and this agreement shall thereupon stand terminated provided that the promoter shall intimate the allottee about such termination at least 30 days prior to such termination.
- (v) In case the allottee is considered as an allottee in default and the said default continues for a period of one year the said agreement shall stand cancelled suo-motu at the will of the Promoter and the allottee shall have no objection in this respect. The Promoter shall present this agreement before the registrar of stamps and shall be eligible to get the same cancelled without the presence of allottee. The allottee agrees to the said condition and undertakes not to take any legal recourse in case of such cancellation by the promoter.

**General rights and remedies available to the promoter:**

- (i) Upon termination of this Agreement by the Promoter, the Allottee(s) shall not have any lien, right, title, interest, or claim in respect of the Unit. The Promoter shall be entitled to sell the Unit to any other person or otherwise deal with the Unit in any manner whatsoever.
- (ii) Acceptance of any payment without interest shall not be deemed to be a waiver by the Promoter of its right of charging such interest or of the other rights mentioned in this Agreement.
- (iii) Without prejudice to the rights of the Promoter under this Agreement, the Promoter shall be entitled to file/initiate appropriate complaint/proceedings against the Allottee(s) under the Act for default/breach of any of the terms and conditions of this Agreement or the provisions of the Act/ Rules /Regulations.

## **10. CONVEYANCE OF THE SAID PLOT:**

The Promoter, on receipt of Total Consideration of the said Plot as per Clause \_\_\_\_ (including interest on delayed payment and other charges as stated in Clause \_\_\_\_, as applicable) under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the said Plot to the Allottee.

## **11. RIGHT TO ENTER THE PLOT FOR REPAIRS:**

The Promoter/maintenance agency/Association of Allottees shall have rights of unrestricted access of all Common Areas and Facilities of the Project, for providing necessary maintenance services and the Allottee agrees to permit the Association of Allottees and/ or maintenance agency to enter into the said Plot or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

## **12. GENERAL COMPLIANCE WITH RESPECT TO THE PLOT:**

12.1. The Allottee, for himself and with the intention to bring all persons into whosoever hands the said Plot may come, hereby covenants and undertakes as under:

12.1.1. The Allottee shall be entitled to rights and facilities as set out in this Agreement, subject to the rules and condition as may be laid down by the Promoter and the Allottee agrees for the same.

12.1.2. The Allottee shall be entitled to make use of the common roads, passages and other common areas in the Project' in common with other purchasers in the 'Project' and shall not cause any obstruction for the free passage and movement in such common areas. The Allottee shall not cause any obstruction for free movement of men, materials and vehicles in the internal roads, passages and any common areas by placing any materials/vehicles/articles or otherwise.

12.1.3. The Allottee shall have no power or authority to alter the nature of use of the said Plot.

12.1.4. The Promoter is free to enter upon the said Plot for laying common services including electricity, water and sanitary connections and the Allottee shall not meddle with the same any time.

12.1.5. The Allottee shall pay common expenses for maintenance of the Project and shall pay, proportionate taxes and other expenses and outgoings in respect of the said Plot to the Promoter/Association of Allottees, if any or to such person appointed to manage the same.

12.1.6. The Allottee shall not object to the enjoyment of the remaining plots by the other purchasers in the Project.

- 12.1.7. The Allottee shall pay the stipulated property taxes, assessment taxes, cesses, CAM charges, charges levied on streetlights, security, repair and maintenance and applicable taxes.
- 12.2. The Allottee shall follow the construction guidelines available on the website of the Promoter for undertaking any construction on the said Plot. The Allottee shall at its own cost obtain all the Approvals as may be required for construction on the said Plot and the Allottee and all its contractors / agents / nominees shall ensure that the construction and development of the said Plot is carried out in accordance with the Applicable Law.
- 12.2.1. The Allottee shall not use the said Plot other than for residential purposes or for which it is taken and shall not use it for any illegal or immoral or non-residential purposes.
- 12.2.2. The Allottee shall not display boards or hoardings or neon signs or paintings on the said Plot in the Project.
- 12.2.3. The Allottee shall not sub-divide the said Plot.
- 12.2.4. The Allottee shall not use the said Plot or permit the same to be used for any purpose which in the opinion of the Promoter causes nuisance or annoyance to the purchasers of other plots in the Project or to the owners or occupiers of the neighboring properties.
- 12.2.5. The Allottee shall abide by all the laws and regulations of the Government, and any other duly constituted Authority from time to time in force, and answer and be responsible for all notices or violations and of any of the terms and conditions in this Agreement.
- 12.2.6. The Allottee/s shall not encroach upon any roads, parks and open spaces in the Project property and shall keep the same free from any obstructions. The Allottee shall not trespass into other residential plots or areas not earmarked for common use.
- 12.2.7. The Allottee shall not throw debris/garbage used articles/rubbish in the common areas, parks and open spaces neighboring plots, roads and open spaces left open in the Project. The Allottee shall strictly follow rules and regulations for debris/garbage disposal as may be prescribed by the Promoter/Association of Allottees maintaining the Common Areas and Facilities and/or Basic Infrastructure in the Project from time to time.
- 12.2.8. The Allottee shall not default in the payment of any common expenses, property taxes or levies to be shared by the owners or common expenses or CAM charges for upkeep and maintenance of the Project.
- 12.2.9. In the event the Allottee desires to sell/ transfer/ grant on lease basis, his/her/its right, title and interest in the said Plot under this Agreement to any third party/ lessee, the Allottee shall be entitled to do the same subject to obtaining a written consent for the same from the

Promoter and after payment of such administrative costs and charges as may be stipulated by the Promoter from to time.

- 12.2.10. As and when the association of the plot purchasers in the Project is formed, the bye-laws/ rules of such Association of Allottees in respect of sale/ transfer/ lease of the plot to a third party purchaser/ lessee shall be binding on the Allottee including payment of any fees/ charges as prescribed under such bye-laws.
- 12.2.11. In case the Allottee has availed a Loan, it shall be the responsibility of the Allottee to inform the Promoter/ Association/ Organization, as the case may be, about the lien/charge of such bank(s)/financial institution(s).
- 12.2.12. The Allottee shall make use of the Common Areas and Facilities and/or Basic Infrastructure only in accordance with the purpose for which they are intended.
- 12.2.13. The Allottee agrees to comply with the possession policy and the permissible changes policy of the Promoter as amended from time to time.
- 12.2.14. To pay to the Promoter within 7 (seven) days of demand by the Promoter its share of security deposit demanded by concerned local Authority or government for giving water, electricity or any other service connection to the Project.
- 12.2.15. The Allottee confirms that this Agreement is the binding arrangement between the Parties and overrides any other written and, or, oral understanding, including but not limited to the application form, allotment letter, brochure or electronic communication of any form.
- 12.2.16. The Allottee agrees and acknowledges that the Promoter shall have the unconditional and irrevocable right to sell, transfer, lease, encumber and/or create any right, title or interest in the unsold plots without any consent/no-objection of any nature whatsoever in this regard from and payment of any transfer fees to the Association and such Allottee of such unsold plot/s shall deemed to be a member of the Association/ Organisation. Where consents and, or, permissions may be required from the Association/ Organisation pursuant to Applicable Law (illustratively, for electricity), the Allottee shall cause the Association of Allottees to issue such consents and, or, permissions forthwith on request.
- 12.2.17. The Allottee agrees and acknowledges that it shall forthwith admit any purchasers of plots in the Project and shall forthwith issue share certificates and other necessary documents in favour of such purchasers, without raising any dispute or objection to the same, and without charging/recovering from them any fees, donation or any other amount of whatsoever nature in respect thereof. Further, it is hereby agreed that the purchaser/lessees/occupants of these unsold plots/s shall enjoy and shall be entitled to enjoy all rights and privileges with respect to the use of the Common Areas and Amenities and/or Infrastructure at par with any other member of the Association.

- 12.2.18. The Allottee is aware that various purchasers have chosen to buy plot(s) in the development with the assurance that the conduct of all users of the development shall be appropriate and in line with high standards of social behavior. Similarly, the Promoter has agreed to sell the said Plot to the Allottee on the premise that the Allottee shall conduct himself in a reasonable manner and shall not cause any damage to the reputation of or bring disrepute to or cause nuisance to any of the other purchasers in the project and/or the Promoter and/or the development. Any Allottee who indulges in any action which does not meet such standards shall be construed to be in default of his obligations under this Agreement.
- 12.2.19. The Allottee undertakes to observe all other stipulations and rules which are provided herein in order to enable the Project to be well maintained and enable all purchasers/members to enjoy the usage of these areas as originally designed.
- 12.3. The Allottee is aware that the Allottee will be entitled to the FSI as per the relevant rules and regulations applicable at the time of Allottee submitting the construction applications to the concerned Authorities and the same shall, at all times, be restricted to that FSI only.
- 12.4. The Allottee is aware that while the Promoter has obtained some of the Approvals for the Project, certain other Approvals (or amendments to current Approvals) may be received from time to time. Having regard to the above position, the Allottee has entered into this Agreement without any objection or demur and agrees not to raise and waives his right to raise any objection, in that regard.
- 12.5. The Parties agree that the Promoter may make amendments to the plans or layouts of the Project if required for the better execution of the Project or as may be directed by the competent Authorities in accordance with the provisions of Applicable Laws. The Allottee gives his consent for such change. The Allottee, for himself and with the intention to bring all persons into whosoever hands the said Plot may come, hereby covenants and undertakes as under:
- 12.6. The Allottee shall be entitled to rights and facilities as set out in this Agreement, subject to the rules and condition as may be laid down by the Promoter and the Allottee agrees for the same.
- 12.7. The Allottee shall be entitled to make use of the common roads, passages and other common areas in the Project' in common with other purchasers in the 'Project' and shall not cause any obstruction for the free passage and movement in such common areas. The Allottee shall not cause any obstruction for free movement of men, materials and vehicles in the internal roads, passages and any common areas by placing any materials/vehicles/articles or otherwise.

- 12.8. In case the Allottee has availed a Loan, it shall be the responsibility of the Allottee to inform the Promoter/ Association of Allottees, as the case may be, about the lien/charge of such bank(s)/financial institution(s).
- 12.9. The Allottee shall make use of the Common Areas and Facilities and/or Basic Infrastructure only in accordance with the purpose for which they are intended.
- 12.10. The Allottee agrees to comply with the possession policy and the permissible changes policy of the Promoter as amended from time to time.
- 12.11. To pay to the Promoter within 7 (seven) days of demand by the Promoter its share of security deposit demanded by concerned local Authority or government for giving water, electricity or any other service connection to the Project.
- 12.12. The Parties agree that the Promoter may make amendments to the plans or layouts of the Project if required for the better execution of the Project or as may be directed by the competent Authorities in accordance with the provisions of Applicable Laws. The Allottee gives his consent for such changes provided such changes shall not result in change in location of the said Plot, or reduction in the area of the said Plot more than 3% (three per cent) of the area of the said Plot. In case a change is proposed which adversely impact any of the aforesaid factors, separate written consent shall be obtained from the Purchaser.
- 12.13. The Allottee shall along with the other plot purchasers of the said layout become a member of the Association of Allottees which shall be formed by the Promoter, in accordance with the Applicable Law. The Purchaser/s shall sign and execute necessary declarations, forms and other papers and become member/s of such Association of Allottees. The Allottee shall within a period of 7 (seven) days from receipt of intimation from the Promoter, pay a sum of Rs. [•]/- (Rupees \_\_\_\_\_ Only) towards society formation charges which is inclusive of share application money, entrance fees, legal charges for formation of Association of Allottees. The Allottee further covenants and unequivocally agrees to make himself /herself/itself available for execution of all necessary documents, forms, applications before the concerned Authorities in connection with the formation of the association of persons/ society/ condominium/ company. The Purchaser/s shall duly observe and comply with all the rules and regulations of such Association of Allottee provided such changes shall not result in change in location of the said Plot, or reduction in the area of the Plot more than 3% (three per cent) of the area of the said Plot. In case a change is proposed which adversely impact any of the aforesaid factors, separate written consent shall be obtained from the Allottee.

**12.14. LOANS AGAINST THE PLOT:**

The Parties agree that notwithstanding any loan or financial assistance availed or to be availed by the Allottee in connection with the payments to be made pursuant to this

Agreement (“**Loan**”) and any mortgage created or to be created over the said Plot in connection with such Loan (which requires the prior written consent of the Promoter), the Allottee shall remain solely and wholly responsible for the timely payment of the Total Consideration or the part thereof and/or any other the amounts payable hereunder.

The Parties further agree that the Promoter shall not, in any way, be liable or responsible for the repayment of the Loan taken by the Purchaser. All costs in connection with the procurement of the Loan and creation of a mortgage over the said Plot and payment of charges to banks or financial institutions in this connection shall be solely and exclusively borne and incurred by the Allottee. Notwithstanding the provisions hereof, it is clarified that until all the amounts payable hereunder have not been paid, the Promoter shall have a lien on the said Plot to which the Allottee has no objection and hereby waives his right to raise any objection in that regard.

The Purchaser hereby expressly agrees that so long as the Loan and/or the Total Consideration remain unpaid/outstanding, the Allottee, shall not sell, transfer, let out and/or deal with the said Plot in any manner whatsoever without obtaining prior written permission of the Promoter and the relevant banks/financial institutions which have advanced the Loan if any. The Promoter shall not be liable for any of the acts of omission or commission of the Purchaser which are contrary to the terms and conditions governing the Loan. It shall be the responsibility of the Purchaser to inform the Association of Allottees about the lien/charge of such banks/financial institutions and the Promoter shall not be liable or responsible for the same in any manner whatsoever.

Notwithstanding anything contained herein it shall always be obligatory on the part of the Allottee to pay the installments of the Total Consideration as and when due under the terms of this Agreement and the Allottee shall duly and promptly pay the installments of the Total Consideration irrespective of the fact that the Allottee has / have applied for the Loan to such financial institution, banks, or such other institutions and further irrespective of the fact that the said loans are being under process and sanction awaited and/or is rejected. The Allottee shall not be permitted to raise any contention in respect of his/her/their/its failure to pay the installments of the Total Consideration on time and on the due dates on the basis that the Allottee has applied for loans to such financial institution, banks or such other institutions and that the same are under process of disbursement or that the said loan application of the Allottee is rejected. In the event of the failure of the Allottee to pay the installments of any of the amounts mentioned under this Agreement, the Promoter shall be entitled to enforce their rights as mentioned herein.

The Allottee indemnifies and hereby agrees to keep indemnified the Promoter and its successors and assigns from and against all claims, costs, charges, expenses, damages and losses which the Promoter and its successors and assigns may suffer or incur by reason of any action that any bank/financial institution may initiate on account of the Loan or for the

recovery of the Loan or any part thereof or on account of any breach by the Allottee of the terms and conditions governing the Loan.

- 12.15. The Allottee is aware of the applicability of Tax Deduction at Source (TDS) with respect of the said Plot. Further, the Allottee has to deduct the applicable Tax Deduction at Source (TDS) at the time of making of actual payment or credit of such sum to the account of the Promoter, whichever is earlier as per Section 194-IA in the Income Tax Act, 1961. Further, the Allottee shall submit the original TDS certificate within the prescribed timelines mentioned in the Income Tax Act, 1961.
- 12.16. The Allottee expressly agrees that the Promoter shall be solely entitled to claim any/ all the refundable amounts deposited by the Promoter to various competent authorities during the entire course of construction of the said Project.
- 12.17. The Allottee understands and agrees that in the event of paucity or non-availability of any material and/or brand the Promoter may use alternative materials/ article and/or equivalent brand, but of similar good quality, natural stones, marbles, tiles susceptible to staining and variations in shade and pattern. The Promoter shall not be held liable in any manner whatsoever for the same.
- 12.18. The Allottee is aware of the specifications as shown in the specification sheet are indicative only and that the Company may on its own provide additional /better/substitute specifications and /or facilities other than those mentioned in the specification sheet or sale brochures due to any reason like technical reasons or due to the popular demand or for the reasons of overall betterment of the Project/Said Unit or reasons of non availability. The proportionate cost of such changes will be borne by the Allottee(s) and there shall be no objection or claim in this regard from the allottee(s).

**13. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES:**

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

**14. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:**

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

**15. ENTIRE AGREEMENT**

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

**16. RIGHT TO AMEND**

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

**17. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE/ SUBSEQUENT ALLOTTEES**

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

**18. WAIVER NOT A LIMITATION TO ENFORCE:**

Any delay tolerated or indulgence shown by the Promoter in enforcing any of the terms of this Agreement or any forbearance or extension of time for payment of instalment to the Allottee by the Promoter shall not be construed as waiver on the part of the Promoter of any breach or non-compliance of any of the terms and conditions of this Agreement by the Allottee nor the same shall in any manner prejudice or affect the rights of the Promoter.

**19. SEVERABILITY:**

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

**20. ASSIGNMENT**

Nothing contained in this Agreement is intended to be or shall be construed as a grant, demise or assignment in law of the Project or said Property or any part thereof. The title in the said Plot shall vest in the Allottee only upon full payment of all the amounts due and payable by the Purchaser to the Promoter and execution and registration of the Sale Deed/ Deed of Conveyance in favour of the Allottee in accordance with the terms of this Agreement.

**21. INDEMNIFICATION:** The Allottee(s) shall, without prejudice to any other rights of the Promoter, agrees to indemnify and keep fully indemnified, hold harmless and defend the Promoter, from and against third party claims, demands, actions, suits, proceedings, judgments, orders, damages, costs, losses and expenses of any nature whatsoever brought against the Promoter or

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

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

## 22. PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon the execution by the Promoter through its authorized signatory at \_\_\_\_\_, or at some other place, which may be mutually agreed between the Promoter and the Allottee, in \_\_\_\_\_ after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution of the said Agreement shall be registered at the office of the sub-registrar at \_\_\_\_\_ (specify the address of the sub-registrar). Hence this Agreement shall be deemed to have been executed at \_\_\_\_\_.

## 23. NOTICES

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

\_\_\_\_\_ Name of Allottee

\_\_\_\_\_ (Allottee Address)

**M/s. HOABL Realtech Private Limited** (Promoter name)

**3<sup>rd</sup> Floor, Lodha Excelus, Apollo Mills Compound N.M Joshi Marg, Mahalaxmi Mumbai City, Maharashtra- 400011** (Promoter Address)

It shall be the duty of the Allottee and the Promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing

which all communications and letters posted at the above address shall be deemed to have been received by the Promoter or the Allottee, as the case may be.

**24. JOINT ALLOTTEES.**

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

**25. GOVERNING LAW:**

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

**26. DISPUTE RESOLUTIONS:**

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

**27. DISCLOSURE**

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

**28. VALUATION FOR STAMP DUTY**

That this being an Agreement to sell without possession and Total Consideration is Rs. .... on which the stamp duty of Rs. .... is being paid vide \_\_\_\_\_ dated \_\_\_\_\_.

**IN WITNESS WHEREOF** the Parties hereinabove named have set their respective

hands and signed this Agreement for Sale at \_\_\_\_\_ (city/town name) in the presence of attesting witness, signing as such on the day first above written.

**SIGNED AND DELIVERED BY THE WITHIN NAMED:**

Allottee: (including joint buyers)

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

Name \_\_\_\_\_

Address \_\_\_\_\_

Please affix  
photograph and sign  
across the photograph

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

Name \_\_\_\_\_

Address \_\_\_\_\_

Please affix  
photograph and sign  
across the photograph

**SIGNED AND DELIVERED BY THE WITHIN NAMED**

Promoter – HOABL Realtech Private Limited

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

(Authorised Signatory)

Name \_\_\_\_\_

Address \_\_\_\_\_

Please affix  
photograph and sign  
across the photograph

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

WITNESSES:

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

Name \_\_\_\_\_

Address \_\_\_\_\_

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

Name \_\_\_\_\_

Address \_\_\_\_\_

Proforma Agreement For Sale

**SCHEDULE I:**

DESCRIPTION OF THE SALE DEEDS

**SCHEDULE II:**

DESCRIPTION OF THE "SAID LAND"

**SCHEDULE III:**

DESCRIPTION OF THE “SAID PLOT”

All THAT PIECE AND PARCEL OF land being Plot/Unit No. \_\_\_\_\_ numbered as \_\_\_\_\_ on the layout dated \_\_\_\_\_) admeasuring \_\_\_\_\_ Sq. meters. (Gata No. \_\_\_\_\_) in “**The Sarayu**” situated at **Village - Tihura Majha, Pargana – Haveli Awadh, Tehsil - Sadar, District - Ayodhya, Uttar Pradesh.**

**SCHEDULE IV:**

PAYMENT PLAN

**SCHEDULE V:**

COMMON AREAS AND FACILITIES OF THE PROJECT

Proforma Agreement For Sale