

DRAFT FOR RERA REGISTRATION PURPOSES ONLY

AGREEMENT FOR SALE

This Agreement for Sale ("Agreement") is executed on this \_\_\_ day of \_\_\_, 202\_

BY AND BETWEEN

\_\_\_\_\_ PRIVATE LIMITED (CIN: \_\_\_\_\_ & PAN: \_\_\_\_\_), a company incorporated under the provisions of the Companies Act, 1956, having its registered office at \_\_\_\_\_, represented by its authorized signatory [•] 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 its successor-in-interest, and permitted assigns);

AND

[If the Allottee is a company]

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

[OR]

[If the Allottee is a Limited Liability Partnership Firm]

-----NA-----, (LLP ID No. \_\_\_\_\_) a limited liability partnership firm, having its principal place of business at -----NA-----, (PAN \_\_\_\_\_), represented by/acting through its authorized/designated partner, \_\_\_\_\_(Aadhar No. \_\_\_\_\_) authorized vide Resolution passed in the meeting of its partners held on \_\_\_\_\_, hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its partners or partner for the time being of the said firm, the survivor or survivors of them and their respective heirs, executors and administrators of the last surviving partner and his/her/their assigns), the party of the Second Part

[OR]

[If the Allottee is a Partnership Firm]

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

[OR]

[If the Allottee is an Individual(s)]

MR. XYZ (Aadhar No. \_\_\_\_\_), aged about \_\_\_\_\_yrs., residing at - 0, (PAN \_\_\_\_\_)

-----NA-----, (Aadhar No. \_\_\_\_\_), aged about \_\_\_\_\_yrs, residing at, (PAN \_\_\_\_\_),

-----NA-----, (Aadhar No. \_\_\_\_\_), age about \_\_\_\_\_yrs, residing at, (PAN \_\_\_\_\_),

-----NA-----, (Aadhar No. \_\_\_\_\_), aged about \_\_\_\_\_yrs, residing at, (PAN \_\_\_\_\_),

hereinafter called the "Allottee (s)", singly/jointly, as the case may be, (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her/their respective heirs, executors, administrators, successors-in-interest and permitted assigns) , the party of the Second Part.

[OR]

[If the Allottee is a HUF]

-----NA-----, (Aadhar No. \_\_\_\_\_) son of \_\_\_\_\_ aged about \_\_\_\_\_ yrs for Self and as the Karta of the Hindu Joint Mitakshara Family known as HUF, having its place of business/residence at -----NA-----, (PAN \_\_\_\_\_), hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the members or member for the time being of the said HUF, and their respective heirs, executors, administrators and permitted assigns) , the party of the Second Part.

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

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

IN RESPECT OF:

Unit No. \_\_\_\_\_ having an area of \_\_\_\_\_ sq. mtr. (hereinafter referred to as the "Unit" and more particularly described in Schedule A situated in the Phase [•] of the project named '[•]' to be Promoter/under development by the Promoter on a piece and parcel of land admeasuring [•] sq. mtrs. falling within the Unit No. \_\_\_\_ situated in Sector-\_\_\_\_, Gr. Noida Industrial Development Authority, District Gautam Buddha Nagar, Uttar Pradesh, India.

DEFINITIONS:

For the purpose of this Agreement, unless the context otherwise requires:

- (a) "Act" means the Real Estate (Regulation and Development) Act, 2016 (16 of 2016);
- (b) "Common Areas"/"Common Areas of the Project" shall mean all such features/areas in the Project, that the Allottee shall use by sharing with other occupants of the Project including internal roads, footpaths, passages, open spaces, parks, green areas, security provisions, fire control room(s), plumbing and fire services, gatehouse structure including all MEP areas. In addition, entire area for electric substation, transformers, D.G. set rooms, underground water, other storage tanks, pump rooms, parking space/area, area for making provisions for rainwater harvesting, solid waste management and area for making provision for sewage treatment plant with respect to the Project, maintenance and services rooms, circulation areas etc. and any other area in the Project/building, except as specifically excluded as per the terms of this Agreement.

- (c) "Government" means the Government of the State of Uttar Pradesh;
- (d) "Rules" means the Real Estate (Regulation and Development) Rules, 2016 for the State of Uttar Pradesh;
- (e) "Section" means a section of the Act.
- (f) "Project" shall mean and include the Group Housing project over the land area \_\_\_\_\_, Uttar Pradesh along with parking spaces, common areas and facilities, limited common areas and facilities, open spaces, etc. and all that is constructed/to be constructed with alterations as per the applicable laws
- (g) "Carpet Area" means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the apartment
- (h) "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 F attached hereto.

WHEREAS:

- A. Pursuant to a sub-lease deed dated \_\_\_\_\_(registered as Document No. \_\_\_\_\_ in the office of Sub-registrar at Gautam Budh Nagar), and the supplementary sub-lease deed dated \_\_\_\_\_ (registered as Document No. \_\_ in Book No. \_\_, Jild No. \_\_ at Pages \_\_ to \_\_ in the office of Sub-registrar at Gautam Budh Nagar) (hereinafter collectively referred to as "Lease Deed"), \_\_\_\_\_Private Limited (hereinabove named Promoter) acquired leasehold rights, over a piece and parcel of land admeasuring \_\_\_\_\_ sq.

mtrs. bearing Unit No. \_\_\_\_ situated in \_\_\_\_\_ Industrial Development Authority, District Gautam Buddha Nagar, Uttar Pradesh, India, the details of which are provided in Schedule A hereunder (“Total Land”) from (i) the Gr. Noida Industrial Development Authority (hereinafter referred to as “GNIDA Authority”/“GNIDA”) for development of a IT project.

- B. The Total Land has been demised in favour of the Promoter on a leasehold basis, for \_\_\_\_ years commencing from \_\_\_\_\_, for developing residential Units, commercial spaces, units with amenities etc. as per the sanction/revised sanction plan approved by the GNIDA Authority vide letter dated \_\_\_\_\_ bearing No. \_\_\_\_\_. The Promoter has developed (is developing) the Total Land in several phases, in such a manner that each phase is a standalone real estate project.
- C. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the Said Land on which Project is to be constructed have been completed;
- D. The Gr. Noida Industrial Development Authority has granted the commencement certificate to develop the project vide approval dated \_\_\_\_\_ bearing registration No Unitted Resi development / IT \_\_\_\_\_ .
- E. The Allottee had applied for a unit in the Project vide application No.....dated ..... and has been allotted unit No..... having carpet area of ..... square meters (.....square feet), type ..... on.....floor in [tower/block/building] No.....(“Building”) as permissible under the applicable law and of pro rata share in the common areas (“Common Areas”) as defined under clause (d) of Rule 2(1) of U.P. Real Estate (Regulation & Development) Rules, 2016 and deed of declaration submitted before the concerned authority (hereinafter referred to as the “Unit” more particularly described in Schedule-A and the floor plan of the unit is annexed hereto and marked as Schedule-B);

- F. The allottee has been allocated to be ratified by resident welfare association.
- G. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;
- H. .... [Please enter any additional disclosures/details];
- I. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project;
- J. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;
- K. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sale and the Allottee hereby agrees to take on purchase the Unit and the garage/covered parking (if applicable) as specified in Para G
- L. The Said Land is earmarked for the purpose of building a residential project, comprising.....multistoried apartment buildings and the said project shall be known as ‘ \_\_\_\_\_ ’ (“project”);
- M. The Allottee, after having demanded, seen and examined all the necessary documents and deeds, including Lease Deed, approved sanction plans, etc., has fully acquainted and satisfied themselves with the title of the Promoter over the said Total Land/Project Land, Layout plans, and other relevant documents, and as to their lawful right to construct the said residential project thereon, and further to sell the residential project development on the said Project Land. After having fully understood all limitations and obligations of the

Promoter, the Allottee applied to the Promoter for allotment/purchase of a Unit in the Project being developed upon the Project Land. Basis the representations, warranties and assurances of the Allottee, the Promoter has agreed to allot/sell the same to the Allottee on the terms mutually agreed and as recorded hereinafter.

- N. The Allottee has also understood that the construction, structures, facilities and amenities and their earmarked uses (within the Total Land/Project Land/Project stated hereinabove) may be modified/amended by the Promoter in accordance with the approvals received/to be received from GNIDA and other competent authorities at any stage, as per the applicable laws, to which the Allottee shall have no objection, and such changes/modifications shall be binding on the Parties.
- O. The Allottee hereby confirms that they have understood that the Project shall be developed within the Project Land falling within the Total Land; and that the rights, interests and entitlements of the Allottee shall be limited to the Unit/Project/Project Land only.
- P. The Buyer/Allottee acknowledges that it shall be within the sole discretion and authority of the Promoter to carry out further construction/development upon the Total Land (outside the Project Land), at its discretion, in accordance with the sanction plans without requiring any permission or consent from the Allottee. The Promoter agrees and undertakes that it shall not make any changes to the approved plans for the Project Land/Project except in strict compliance with section 14 of the Act and other laws as applicable. The drawings and the plans of the Project have been displayed at the website of UPRERA Authority.
- Q. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein.

- R. The Parties hereby confirm that they are executing this Agreement with full knowledge of all the laws, rules, regulations, notifications etc. applicable in the State of Uttar Pradesh and related to the Total Project/Project/phases thereof.
- S. 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 convey, transfer and sublease to the Allottee, and the Allottee hereby agrees to purchase the Unit, more particularly described in Schedule-A, from the Promoter on a sub-leasehold basis,

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL REPRESENTATIONS, COVENANTS, ASSURANCES, PROMISES AND AGREEMENTS CONTAINED HEREIN AND OTHER GOOD AND VALUABLE CONSIDERATION, THE PARTIES AGREE AS FOLLOWS:

1. TERMS

- 1.1 Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sublease to the Allottee and the Allottee hereby agrees to purchase the said Unit from the Promoter on a sub-leasehold basis.
- 1.2 Both the parties confirm that they have read and understood the provisions of section -14 of the act.
- 1.3 The Total Sale Consideration for the Unit is Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) ("Total Sale Consideration"). Please note, the stamp duty amount & registration fee on the conveyance/sub-lease deed shall be extra and payable by the allottee(s) as applicable at the time of execution and registration of the conveyance/sub-lease deed. Details of the Total Sale Consideration are provided in Schedule C of this Agreement.

Explanation:

- (i) The Total Sale Consideration as mentioned above includes the advance amount of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) ("Advance Amount") paid by the Allottee to the Promoter for the Unit;

(ii) As of the date of this Agreement, the Allottee has paid a further sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) to the Promoter (in addition to Advance Amount) being part payment towards the Total Sale Consideration of the Unit; the receipt of which the Promoter hereby acknowledges. The Allottee hereby agrees to pay the remaining Total Sale Consideration of the Unit as prescribed in the Payment Plan and as demanded by the Promoter.

(iii) Provided that if the Allottee delays in payment towards any amount which is payable, the Allottee shall be liable to pay interest at the rate prescribed in Rule 15 of the Rules.

(iv) The Allottee agrees that 10% of the Total Consideration (defined herein) shall be considered as booking amount ("Booking Amount") for the purpose of this Agreement.

(v) The Total Sale Consideration of the Unit shall be the base price of land, development of the Unit and development of Common Areas, internal development charges, infrastructure augmentation charges, external development charges, taxes/fees/levies etc., fire detection and firefighting equipment in the Common Areas and includes cost for providing all other facilities, amenities and specifications to be provided in the Project.

(vi) The Total Sale Consideration as mentioned above includes Taxes (GST and Cess or any other taxes/fees/charges/levies etc. which may be levied, in connection with the development/construction of the Project paid/payable by the Promoter up to the date of handing over the possession of the Unit to the Allottee(s) or the competent authority, as the case may be, after obtaining the necessary approvals from the competent authority for the purposes of such possession.

Provided that, in case there is any change/modification in the taxes/charges/fees/levies etc., the subsequent amount payable by the Allottee to the Promoter shall be increased/decreased based on such change/modification. Provided further, if there is any increase in the taxes/charges/fees/levies etc. 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.

(vii) The Promoter shall periodically intimate in writing to the Allottee, the amount payable as stated above and the Allottee shall make payment demanded by the Promoter within the time and in the manner specified therein. In addition, the Promoter shall provide to the Allottee(s) the details of the taxes/fees/charges/levies etc. paid or demanded along with the acts/rules/notifications together with dates from which such taxes/fees/charges/levies etc. have been imposed or become effective.

1.4 The Total Sale Consideration 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 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 an increase in development charges, cost/charges/fees/levies etc. imposed by the competent authorities, the Promoter shall enclose the notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments. Provided that if there is any new imposition or increase of any development charges 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.

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

1.6 It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans described herein at Schedule B (which shall be in conformity with the advertisement, prospectus etc., on the basis of which the conveyance/sub-lease is effected) in respect of the said Unit, without the previous written consent of the Allottee as per the provisions of the Act and Rules made thereunder or as per approvals/instructions/guidelines of the competent authorities. 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 and Rules made thereunder or as per approvals/instructions/guidelines of the competent authorities.

1.7 The Promoter shall confirm the area of a Unit as per the approved Layout plan/Demarcation plan, that has been allotted to the Allottee(s) after the development of the Unit area along with essential services is complete.

1.8 The Promoter shall inform the Allottee about any details of the changes, if any, in the area. The Total Sale Consideration payable for the area shall be recalculated upon confirmation by the Promoter. If there is a reduction in the area then the Promoter shall refund the excess money paid by Allottee within 90 days with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the area, which is not more than five percent of the area of the Unit, allotted to the Allottee, the Promoter may demand that from the Allottee as per the next milestone of the Payment Plan as provided in Schedule C. All these monetary adjustments shall be made at the same rate per square meter as agreed in para 1.2 of this Agreement.

1.9 Subject to para 9.3 the Promoter agrees and acknowledges, the Allottee shall have the right to the Unit as mentioned below:

- I. The Allottee shall have exclusive leasehold title and ownership of the Unit/..;

- II. The Allottee(s) shall use the Common Areas along with other allottees, maintenance staff of maintenance agencies etc., without causing any inconvenience or hindrance to them. It is clarified that the Promoter shall maintain the Project and hand over the Common Areas to the Association of Allottees/competent authorities after duly obtaining part completion/completion certificate from the competent authority, and the Allottee is bound to pay the maintenance charges as may be demanded by Maintenance Agency.
- III. The Allottee has the right to visit the Project site to assess the extent of development of the Project and his Unit.

1.10 The Promoter agrees to pay all outstanding payments before transferring the physical possession of the Unit to the Allottee, which it has collected from the Allottees, for the payment of such outstanding (including land cost, ground rent, municipal or other local taxes/charges/levies etc., charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the Project). If the Promoter fails to pay all or any of the outstanding(s) collected by it from the Allottees or any liability, mortgage loan and interest thereon before transferring the Unit to the Allottees, the Promoter agrees to be liable, even after the transfer of the property, to pay such outstanding(s) 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 therefor by such authority or person.

1.11 The Allottee has paid a sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) as booking amount being part payment towards the Total Sale Consideration of the Unit at the time of application; the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Unit as prescribed in the Payment Plan may be demanded by the Promoter within the time and in the manner specified therein: Provided that if the Allottee delays in payment towards

any amount which is payable, he shall be liable to pay interest at the rate prescribed in the Rules.

1.12 The Promoter has conceptualized development of remaining portion of the Total Land (other than the Project Land) for other uses such as group housing, commercial use and for providing various community facilities. The Allottee confirms and agrees that that they do not have any objection to the development upon such remaining area of the Total Land by the Promoter in the manner deemed fit by it and agrees that he/she/they shall not raise any objection or dispute in respect thereof.

1.13 The Allottee confirms that the Promoter shall be entitled to develop land parcels adjoining the Project Land and agrees that the Promoter shall have a right to integrate such additional adjoining land parcels with the Project Land/Project. The Promoter shall also be entitled to integrate the Common Areas, facilities and amenities of the Project with such additional land parcels. The Allottee confirms, acknowledges and agrees that they he/she/they do not have any objection to the Promoter acquiring such land parcels, licenses thereof, integration of the Project therewith and amendments to the approved Layout plans on account of such additional development.

## 2. MODE OF PAYMENT:

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

## 3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

3.1 The Allottee, if residing 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 thereunder or any other statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sub-lease/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 any other as applicable, as amended from time to time.

3.2 The Promoter accepts no responsibility in regard to matters specified in para 3.1 above. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with all necessary formalities as specified and 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 Unit/applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee(s) only.

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

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

## 5. TIME IS ESSENCE:

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

Similarly, the allottee shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the agreement

## 6. CONSTRUCTION / DEVELOPMENT OF THE PROJECT:

6.1. The Allottee has seen the proposed Layout plan/demarcation plan/site plan/building plan, specifications, amenities, facilities, etc. depicted in the advertisement/brochure/Agreement/website (as the case may be) regarding the Project(s) where the said Unit is located and has accepted the floor/site plan, payment plan and the specifications, amenities, facilities, etc. (annexed along with this Agreement) which has been approved by the competent authority, as represented by the Promoter.

6.2. The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the [Villas/Unit] and accepted the floor plan, payment plan and the specifications, amenities and facilities [annexed along with this Agreement] which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the State laws and shall not have an option to make any variation/alteration/modification in such plans, other

than in the manner provided under the Act, and breach of this term by the Promoter shall constitute a material breach of the Agreement.

6.3 The details of the internal development works to be carried out at the Project by the Promoter is contained under Schedule E of this Agreement.

6.4. It is specifically conveyed to the Allottee that any service line such as electricity, pole, water, sewer, etc. may pass from the front side of the said Unit and the Allottee shall not raise any objection as well as demand compensation from the Promoter in this regard.

6.5. Upon taking over possession of the said Unit, any construction to be undertaken on the said Unit shall be done by the Allottee in accordance with applicable laws and in compliance with applicable building code. Before the commencement of the construction upon the Unit, the Allottee shall submit the copies of approved building plan and other permissions with the Promoter/its maintenance agency and shall seek a service certificate from the Promoter/its maintenance agency. The Allottee agrees and undertakes to complete construction upon the Unit within \_\_\_(0\_) years from the date of offer of possession by the Promoter or such extended time as may be permitted by the Promoter in its sole discretion. In case the Allottee does not complete the construction upon the Unit within the prescribed time, the Allottee shall be liable to pay to the Promoter, time extension charges at the rate of Rs. \_\_\_ per month or provision of law.

6.6. The Allottee shall ensure that the construction of building on Unit / independent floors , as permitted by the Authority, (if permitted by Authority) is carried out as per the permissions and approvals obtained by him/her for their respective Unit; and undertakes to make payment of any charges levied/leviable by the competent authority at its own and shall also pay the any additional charges as may be demanded by Promoter or maintenance agency. The Allottee(s) further undertakes that the construction works shall not pose any danger and nuisance to the other occupants/allottees in the Project and shall not use underground water for construction purposes and shall make

provision for rainwater harvesting and also for protection against fire, pollution or health, hazards, noise, avoidance of public nuisance etc.

6.7. The Allottee understands that the Promoter shall extend the electricity and water supply network only till the boundary wall/entrance of the Unit; and agrees to follow standard route for extending electric wiring, water connections within the Unit from the boundary/entrance thereof at its own cost and expense. The Allottee shall bear the cost of installation of (a) electricity meter(s) charged by the utility provider, (b) water meter(s) charged by the utility provider.

6.8. Further, the Allottee shall not store any hazardous or combustible goods in the said Unit or place any heavy material in the Common Areas and facilities, roads etc. The Promoter shall not be liable or responsible for any default or negligence on the part of the Allottee(s) in this regard and the Allottee(s) agree to keep the Promoter fully indemnified at all times for any loss, cost, harm or injury caused to it for any reason whatsoever in this regard.

6.9. The Allottee acknowledges that PNG, telephone, FTTH lines within the Project shall be laid by third party vendors/service providers. Such vendors/service providers shall follow the routes as defined by the Promoter/its maintenance agency within the Project; and for such purposes the vendors/service providers may dig trenches near/around the Unit. The Allottee confirms and agrees not to raise any objection in respect of any such installation or maintenance related works near/around the Unit.

6.10. The Allottee shall endeavour to form an Association of Allottees along with other Unit owners of the Project and shall have no objection to become member of such Association of Allottees, if already formed.

## 7. POSSESSION OF THE UNIT:

7.1 Schedule for possession of the said Unit - The Promoter agrees and understands that timely delivery of possession of the Unit to the Allottee(s) and the Common Areas to the Association of Allottees or to the competent authority, as the case may be, is the essence of the Agreement.

The Promoter assures to hand over possession of the Unit as per agreed terms and conditions by \_\_\_\_\_, unless there is delay due to "force majeure", Court orders, Government policy/guidelines, decisions affecting the regular development of the real estate Project. If, the completion of the Project is delayed due to the above conditions, then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Unit.

The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the Project due to Force Majeure and above-mentioned conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee, the entire amount received by the Promoter from the Allottee within ninety days. The Promoter shall intimate the Allottee about such termination at least thirty days prior to such termination. After refund of the money paid by the Allottee, the Allottee agrees that he/she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

7.2 Procedure for taking possession of Unit - The Promoter, upon obtaining the approved Layout plan/provision of internal development works & services by Promoter, certificate of part and/or full completion, as the case may be, in respect of Project shall offer in writing the possession of the Unit within \_\_\_\_\_ months from the date of above, to the Allottee(s) as per terms of this Agreement.

The Promoter agrees and undertakes to indemnify the Allottee(s) in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter. The Promoter shall provide a copy (on demand) of approved Layout plan/provision of services by the Promoter/completion certificate (full/part) in respect of Unitted development at the time of conveyance/sub-lease deed of the same. The Allottee(s), after taking possession, agree(s) to pay the maintenance charges and an additional charge on account of holding charges at the rate of Rs. \_\_\_/- per sq. ft per month.

7.3 Failure of Allottee to take Possession of Unit - Upon receiving a written intimation from the Promoter as per para 7.2, the Allottee shall take possession

of the unit 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 unit to the Allottee as per terms and condition of the Agreement.

In case the Allottee fails to comply with the essential documentation, undertaking, etc. or fails to take possession within the time provided in para 7.2, such Allottee shall continue to be liable to pay maintenance charges and holding charges as specified in para 7.2.

7.4 Possession by the Allottee - After obtaining the approved Layout plan/provision of the services by Promoter, certificate of part and/or full completion, as the case may be, in respect of a Residential Tower hand over the physical possession of the Unit to the Allottee(s) on as is where is basis, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, and offer Common Areas to the Association of Allottees or the competent authority, as the case may be.

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

Provided that where the Allottee proposes to cancel/withdraw from the Project without any fault of the Promoter, the Promoter herein is entitled to forfeit the Booking Amount paid for the allotment and interest component on delayed payment (payable by the customer for breach of Agreement and non-payment of any due payable to the Promoter). The rate of interest payable by the Allottee to the Promoter shall be the State Bank of India highest marginal cost of lending rate plus One percent. The balance amount of money paid by the Allottee shall be returned by the Promoter to the Allottee within ninety days of such cancellation.

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

Except for occurrence of a “force majeure”, Court decisions orders, Government policy/guidelines, if the Promoter fails to complete or is unable to give possession of the Unit.

- (i) in accordance with the terms of this Agreement, duly completed by the date specified in para 7.1; or
- (ii) due to discontinuance of its business as a Promoter 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 Unit, with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act within ninety days of it becoming due.

Provided that if the Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee interest at the rate prescribed in the Rules for every month of delay, till the offer of the possession of the Unit, which shall be paid by the Promoter to the Allottee within ninety days of it becoming due.

#### 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 leasehold title with respect to the Project Land and the Promoter has the requisite rights to carry out development upon the Project Land and absolute, actual, physical and legal possession of the said Project Land for the Project;
- (ii) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- (iii) There are no encumbrances upon the said Project Land or the Project except as may be declared over the webpage of the Project on the website of UPRERA;
- (iv) All approvals, licenses, sanctions and permission issued by the competent authorities with respect to the Project(s) or phase(s), as the case may be, as well as for the unit being sold to the Allottee(s) are valid and subsisting and have been obtained by following due process of law.

- (v) The Promoter has the right to enter into this Agreement and have not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- (vi) The Promoter has not entered into any Agreement for Sale and/or development agreement or any other agreement/arrangement with any person or party with respect to the said Unit, which will, in any manner, affect the rights of Allottee(s) under this Agreement;
- (vii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Unit to the Allottee(s) in the manner contemplated in this Agreement;
- (viii) 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 said Project Land;
- (ix) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said Unit to the competent Authorities till the offer of possession of unit has been issued, 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 Project Land) has been received by or served upon the Promoter in respect of the Project Land and/or the Project.

## 9. EVENTS OF DEFAULTS AND CONSEQUENCES:

9.1 Subject to the "force majeure", Court orders, Government policy/guidelines, Promoter shall be considered under a condition of Default, in the following events:

- (i) decisions, the Promoter fails to provide possession of the unit to the Allottee within the time period specified in para 7.1 or fails to complete the Project

within the stipulated time disclosed at the time of registration of the Project with the Authority.

For the purposes of possession of unit, it shall mean the unit, having provision of water supply, sewerage, electricity, roads or any other amenities approved in the sanctioned Layout plan, (as per guidelines of the competent authority) and for the same the Promoter has obtained/part completion/completion certificate, as the case may be;

- (ii) Discontinuance of the Promoter's business as a Promoter on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made thereunder.

9.2 In case of a default by Promoter under the conditions listed above, 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/development milestones and only thereafter the Allottee be required to make the next payment without any interest for the period of such delay; 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 Unit, along with interest at the rate prescribed in the Rules within ninety days of receiving the termination notice:

Provided that where an Allottee does not intend to withdraw from the Project or terminate the Agreement, he/she/it 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 Unit, which shall be paid by the Promoter to the Allottee within ninety 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 fails to make payment of any instalment despite 2 (two) consecutive demands being made by the Promoter for an instalment under the Payment Plan annexed hereto, despite having been issued notice in that regard. The Allottee shall be liable to pay interest to the Promoter on the unpaid amount, as and when the amount becomes due as per payment plan, at the rate prescribed in the Rules;

(ii) In case of a default by Allottee under the condition listed above continues for a period beyond ninety days after notice from the Promoter in this regard, the Promoter may cancel the allotment of the Unit in favour of the Allottee and refund the money paid by the Allottee after forfeiting the Booking Amount paid for the allotment and interest component on delayed payment (payable by the customer for breach of Agreement and non-payment of any due payable to the Promoter). The rate of interest payable by the Allottee to the Promoter shall be the rate prescribed under the Rules. The balance amount of money paid by the Allottee shall be returned by the Promoter to the Allottee within ninety days of such cancellation. On such default, the Agreement and any liability of the Promoter arising out of the same shall thereupon, stand terminated. Provided that, the Promoter shall intimate the Allottee about such termination at least thirty days prior to such termination.

#### 10. CONVEYANCE/SUB-LEASE OF THE SAID UNIT:

The Promoter on receipt of Total Consideration as per 1.2, shall execute a conveyance/sub-lease deed preferably within three months but not later than six months from possession and convey the title of the unit for which possession is granted to the Allottee.

However, in case, the Allottee fails to deposit the stamp duty and/or registration charges, other ancillary charges within the period mentioned in the notice, the Allottee authorizes the Promoter to withhold registration of the conveyance/sub-lease deed in his/her favour till such stamp duty, registration charges, other ancillary charges are paid by the Allottee to the Promoter.

## 11. MAINTENANCE OF THE PROJECT

(i) The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the Project by the Association of Allottees or competent authority, as the case may be.

The Allottee hereby agrees and undertakes to execute a maintenance agreement with the Promoter/maintenance agency appointed by the Promoter for carrying out the maintenance of the Common Areas of the Project and shall make payment of the maintenance deposit and maintenance charges as per the terms and conditions agreed in the said maintenance agreement. In case, the Allottee/Association of Allottees fails to take possession of the said essential services as envisaged in the Agreement or prevalent laws governing the same, then in such a case, the Promoter has right to recover such amount as spent on maintaining such essential services beyond his scope.

(ii) The Allottee shall bear cost of (a) consumption of electricity and water for his/her Unit as well as the proportionate running cost (i.e. electricity, water, manpower & consumables) for providing common services and facilities in the Project with effect from the date of handing over possession of Unit by the Promoter, and (b) installation of any additional/multiple electricity meters, water connections or sanction of additional electricity load.

(iii) The Allottee acknowledges that the Promoter has made arrangement for providing single meter connection for electricity dedicated to individual Unit. However, in case the Allottee requires multiple meters upon the Unit (on account of construction of multiple independent floor(s) or otherwise), the Allottee shall be liable to seek connection directly from the utility provider at its own cost. The Allottee shall also pay to the Promoter/its maintenance agency additional charges for making arrangements in their system at such as prevailing rate at that point of time.

(iv) In case the Allottee constructs upon the Unit, a common wall with his/her/their neighbouring allottee(s), the same shall be done at the cost, risk and expense of the concerned allottee(s), to the complete exclusion of the Promoter. The concerned allottee(s) shall keep the Promoter indemnified and

harmless against any loss/harm/damage/injury/action/claim that may occur or initiate due to the allottee(s) constructing such common wall.

**12. DEFECT LIABILITY:**

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the Agreement relating to the development of the Unit 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, it shall be the duty of the Promoter to rectify such defects without further charge, within ninety days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottees shall be entitled to receive appropriate compensation in the manner as provided under the Act.

Provided that, the Promoter shall not be liable for any such defect induced by the Allottee(s).

**13. RIGHT TO ENTER THE UNIT FOR REPAIRS AND MAINTENANCE WORKS:**

The Promoter/maintenance agency/Association of Allottees/competent authority shall have rights of access of Common Areas for providing necessary maintenance services and the Allottee(s) agrees to permit the Association of Allottees and/or maintenance agency/competent authority to enter into the Unit after giving due notice and entering the said premises during the normal working hours, unless the circumstances warrant otherwise, with a view to rectify such defect(s).

**14. GENERAL COMPLIANCE WITH RESPECT TO THE UNIT:**

14.1 Subject to para 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the Unit at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Unit or the Common Areas and facilities or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Unit and keep the Unit, its walls and partitions, sewers, drains, pipe and

appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition.

Allottees/competent authority. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

14.4 The Allottee acknowledges that the access road to the entrance of the Unit is \_\_\_ meters wide and not meant for parking of vehicle(s). The Allottee shall not hinder the road(s) within the Project in any way and shall not park their vehicle(s) on the road(s) for smooth flow of traffic. Accordingly, the Allottee shall plan and construct a stilt parking floor within their Unit for parking their vehicle(s) within the boundary of the Unit.

14.5 The Allottee agrees to maintain the uniformity of aesthetics of the Units in the Project and undertakes to the construct/design the boundary walls of the Unit as per the designs shared/notified by the Promoter/its maintenance agency. Further, the Allottee agrees and undertakes to comply with the specification(s) of the Promoter/its maintenance agency in respect of usage of stilt floor/area of the building upon the Unit, uniformity of the elevation of such building and general architectural features of such building.

14.6 The Allottee shall carry out construction as per the applicable building byelaws and the Allottee shall be liable to pay the applicable charges as and when applied by the Promoter/its maintenance agency and execute separate maintenance agreement(s) with the Promoter/its maintenance agency for each independent floor. For the purposes of developing/constructing independent floor(s) if permitted by Authority, if any additional fee/charges/levy is payable to the competent authority (such as EDC/infrastructure augmentation charges/stamp duty etc.), all such fee/charges/levies shall be paid and borne by Allottee. The Allottee agrees to indemnify and hold the Promoter/its maintenance agency harmless against any harm/claim/action/loss/cost on account of non-compliance by the Allottee of the provisions of this sub-clause. Further, the Allottee shall follow the directions and guidelines issued by maintenance agency in respect of measure to be taken during course of

construction of the Unit to avoid any damage to the services and public nuisance.

14.7 The Allottee shall make adequate provisions for rainwater harvesting and for plantation of green within the Unit, in compliance with applicable law, and the Layout plan.

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

The Parties are entering into this Agreement for the allotment of a Unit with the full knowledge of all laws, rules, regulations, notifications applicable in the State and related to the Project.

#### 16. ADDITIONAL DEVELOPMENTS:

It is further agreed between the Parties that the Promoter may add any additional land after taking sanction from competent authority, and if required, amend/revise the Layout plan of the Project – for which Allottee shall have no objection.

Also, the Allottee shall not raise any objection if any additional infrastructure is installed within the Project as per the direction of competent authority or by the reason of change of law. For this purpose, the Promoter may recover proportionate cost from the Allotees.

#### 17. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:

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

#### 18. DETAIL OF APPROVALS/COMPLIANCE:

The Promoter has assured the Allottees that the Project in its entirety is in accordance with the provisions of the relevant Acts, Rules and Regulations/bye laws, instructions/guidelines and decisions of competent authority prevalent in

the State. The Promoter hereby is showing the detail of various compliance of above as applicable:

Details of approvals/compliances to be provided:

(A) Layout Plan:

(B) UPRERA Registration Number:

#### 19. BINDING EFFECT:

By just forwarding this Agreement to the Allottee by the Promoter, does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee. Secondly, the Allottee and the Promoter have an obligation to execute the Agreement and also register the said Agreement as per the provision of the relevant Act of the State.

If the Allottee(s) fails to execute and deliver to the Promoter, this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and further execute the said Agreement and register the said Agreement, as per intimation by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within sixty days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever. If, however, after giving a fair opportunity to the Allottee to get this Agreement executed, the Allottee does not come forward or is incapable of executing the same, then in such a case, the Promoter has an option to forfeit ten percent of booking amount.

#### 20. 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 Unit.

**21. RIGHT TO AMEND:**

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

**22. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE(S) / SUBSEQUENT ALLOTTEE(S):**

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 Unit and the Project shall equally be applicable to and enforceable against and by any subsequent Allottee(s) of the Unit in case of a transfer, as the said obligations go along with the Unit for all intents and purposes.

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

23.1 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(s) in not making payments as per the Payment Plan (Schedule C) including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee(s) that exercise of discretion by the Promoter in the case of one Allottee shall not be construed to be a precedent and/or binding on the Promoter to exercise such discretion in the case of other Allottees.

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

**24. SEVERABILITY:**

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

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

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

**26. 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.

**27. 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 as per provisions of the relevant state act of Uttar Pradesh. Hence, this Agreement shall be deemed to have been executed at Uttar Pradesh.

**28. 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:

**Mr./Ms./Mrs.**

**Name of First Allottee**

**Allottee Address:**

**Mr./Ms./Mrs.**

**Name of Second Allottee**

**Allottee Address:**

**If to the Promoter:**

\_\_\_\_\_ Private Limited

**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.

#### 29. 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.

#### 30. SAVINGS:

Any application letter, allotment letter, agreement, or any other document signed by the Allottee, in respect of the Unit prior to the execution and registration of this Agreement for Sale for such Unit 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 thereunder.

**31. 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 prevalent in the State for the time being in force.

**32. 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 adjudicating officer appointed under the Act.

**IN WITNESS WHEREOF PARTIES HEREINABOVE NAMED HAVE SET THEIR RESPECTIVE HANDS AND SIGNED THIS AGREEMENT FOR SALE AT \_\_\_\_. IN THE PRESENCE OF ATTESTING WITNESS, SIGNING AS SUCH ON THE DAY FIRST ABOVE WRITTEN.**

**Allottee: (including joint buyers)**

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

Name: Mr./Ms./Mrs. \_\_\_\_\_ (First Allottee)

Address: \_\_\_\_\_  
\_\_\_\_\_

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

Name: Mr./Ms./Mrs. \_\_\_\_\_ (Second Allottee)

Address: \_\_\_\_\_  
\_\_\_\_\_

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

**Promoter:**

**(1) Signature (Authorized Signatory)** \_\_\_\_\_

**Name: Mr.** \_\_\_\_\_



**In the presence of:**

**WITNESSES:**

**1. Signature** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Address** \_\_\_\_\_

\_\_\_\_\_

**2. Signature** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

\_\_\_\_\_

DRAFT FOR REGISTRATION PURPOSES ONLY

**SCHEDULE 'A'**

**DESCRIPTION OF THE UNIT**

**SCHEDULE 'B'**

**SITE PLAN OF THE UNIT**

**(to be inserted)**

**SCHEDULE 'C'**

## DETAILS OF TOTAL SALE CONSIDERATION AND PAYMENT PLAN

### I: TOTAL SALE CONSIDERATION

| S. No.  | Price Description  | Amount in Rs. |
|---|--|---------------|
| A.  | Basic Sales Price (BSP) at the rate of<br>Rs. Per Square Meter Rs. Per Square<br>ft. |               |
| B.  | Property Registration Facilitation<br>charges  | _____ + GST   |
| C.  | Other Charges  |               |
| D.  | Total (A+B+C)  |               |
| E.  | Goods & Service Tax* (GST)   |               |
| F.  | Total Consideration (D + E)  |               |
| G.  | Interest Free Maintenance Security<br>Deposit (IFMSD)                                |               |
| H.  | Stamp Duty and Registration Fee on<br>the Agreement for Sale*                        |               |
| I.  | Stamp Duty and Registration Fee on<br>the Conveyance/Sub-lease Deed#                 | As Applicable |
| <b>Total Sale Consideration # (F + G + H + I)</b> |  |               |

Note: Preferential location Charges + Power Backup Charges, shall be charged, if applicable

\* as per the prevailing rates & regulations and are subject to change.

# Stamp duty amount & Registration fee on the Conveyance/Sub-lease Deed shall be extra & payable by the Allottee(s) as applicable at the time of Conveyance/Sub-lease Deed.

### II: Payment Plan

**PAYMENT PLAN (.:): -**

| Instalment Milestone | % Due |
|----------------------|-------|
|                      |       |
|                      |       |

**Terms and Conditions**

• **All Cheques/drafts to be made in favour of ' \_\_\_\_\_ , payable at \_\_\_\_\_ . For RTGS details. Account No - \_\_\_\_\_ Bank - \_\_\_\_\_ , Branch - \_\_\_\_\_ , IFSC Code - \_\_\_\_\_ .**

- EDC & IDC are pro-rated per unit as applicable, any revision would be charged on pro-rata basis from the Allottee (Subject to applicable).
- The payment would be considered subject to realization of the instrument. In case of dishonour of cheque for any reason, the Promoter may cancel the booking/allotment without any intimation, and Allottee shall be further liable to pay cheque dishonour charges of Rs. 1,000/- (Rupees One Thousand only) along with applicable GST, to the Promoter.
- The Stamp Duty and Registration Fee shall, at the option of the Promoter, either be directly paid by the Allottee to the concerned authorities or be collected and further paid by the Promoter as a pure agent under GST and other applicable Laws.
- GST and Development Charges, Registration Fee and Stamp Duty mentioned in this Agreement are as per the prevailing rates and regulations and are subject to change.
- The date of clearing of the instrument shall be deemed to be the date of payment.
- All payments towards BSP, EDC & IDC, IFMSD, Other Charges, other statutory charges or any incidence of tax (current and/or retrospective), maintenance or any other charges shall be payable by the Allottee as and when demanded by the Promoter or its nominated maintenance agency.
- To avoid penal consequences under the Income Tax Act 1961, where consideration for the Unit exceeds Rs. 50 Lakhs, Allottee is required to comply with provisions of Section 194 IA (effective from 1st June 2013), by deducting TDS, as applicable from each instalment/payment. Allottee will furnish the challan cum certificate of TDS deposit (form 26QB) within 7 days from

the date of tax so deposited. Following necessary particulars to be filled up in form 26QB are as under:-

a. Name of Transferor:

b. PAN of Transferor:

c. Address:

No credit will be given for TDS in case wrong particulars are filled in Form 26QB inadvertently or otherwise.

- It shall be the sole responsibility of Allottee who is non-resident/foreign national of Indian origin to comply with the provisions of Foreign Exchange Management Act 1999 and/or statutory enactments or amendments thereof & rules & regulations of the Reserve Bank of India.

- Payments from any third party (other than the Allottee) shall not be accepted. In case any payment has been credited to Promoter's account, the same shall be returned directly to the said third party and will further give right to the Promoter to terminate this Agreement.

- Interest would be charged on delayed payment from the due date of each instalment as per applicable laws.

- In case the Promoter provides the subvention plan then it is applicable to Allottee(s) who are eligible to obtain a home loan from subvention empanelled HFC.

**SCHEDULE 'D'**  
**SPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF THE UNIT)**  
**(to be inserted)**

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**SCHEDULE 'E'**

**SPECIFICATIONS, AMENITIES, FACILITIES AND INTERNAL DEVELOPMENT WORKS  
(WHICH ARE PART OF THE PROJECT)**

- Internal Development Works – shall include roads, footpath, storm water drainage, green areas/land scape, water supply, sewerage and treatment arrangements, street lighting and solid waste management.