

DRAFT FOR RERA REGISTRATION PURPOSES ONLY

AGREEMENT FOR SALE

This Agreement for Sale ("Agreement") executed on this day of

BY AND BETWEEN

M/s Sahu Land Developers Pvt Ltd (CIN No.), a company incorporated under the provisions of the Companies Act, 2013, having its registered office at and its corporate office at (PAN), represented by its authorized signatory (Aadhar No.) _____ authorized vide board resolution dated hereafter 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

Mr/Mrs./Ms. (Aadhar No.) son/wife/daughter of aged about years, residing at (PAN) hereinafter called the Allottee (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assigns).

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

DEFINITIONS :

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

- a) "ACT" means Real Estate (Regulation & Development) Act, 2016.

- b) "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, Real Estate (Regulation & Development) Act, 2016, Uttar Pradesh Real Estate (Regulation and Development) Rules, 2016 and any other law which may be promulgated or brought into force and effect hereinafter including bye-laws, 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 and applicable to the development / construction / sale of the Project.
- c) "APARTMENT" shall mean a space in the Project (defined herein-below) intended and/or capable of being independently and exclusively occupied and includes a flat and all such units or spaces intended to be used for any residential or commercial use such as office, shop in any part of the Project.
- d) "AUTHORITY" shall mean the Real Estate Regulatory Authority.
- e) "BUILDING" shall mean the Block no. /Building no." in the Project (defined herein below) where the Allottee(s) has been allotted his/her "Unit".
- f) "APPROVED PLANS" shall mean the plans and designs of Project constructed or to be constructed on the Project Land (as defined here-in-below), which has been duly approved by the local authority in full including any variations therein which may subsequently be made by the Promoter and or architect(s) in accordance with Applicable Laws.
- g) "BROCHURE" means brochure depicting details and specifications of the Project (defined here-in-below) as circulated by the Promoter at the time of booking of Apartment.

- h) "BUILT-UP AREA" means the sum of area of the Apartment. It shall include area encompassed within the walls of Apartment, all balconies, whether covered or uncovered and full thickness of such walls. In case there be a common wall only 50% of thickness of such wall shall be taken in consideration for calculating the built up area.
- i) "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. Explanation- For the purpose of this clause, the expression "exclusive balcony or verandah area" means the area of the balcony or verandah, as the case may be, which is appurtenant to the net usable floor area of an Apartment, meant for the exclusive use of the Allottee(s); and "exclusive open terrace area" means the area of open terrace which is appurtenant to the net usable floor area of an Apartment, meant for the exclusive use of the Allottee(s);
- j) COMMON AREAS AND FACILITIES OF THE PROJECT: shall mean such common areas, facilities, equipment's and spaces in the Project, which are meant for common use of and enjoyment of all the occupants of the Project.
- k) "CONVEYANCE DEED"
- (i) in respect of the Unit shall mean written instrument executed between the Promoter and the Allottee(s) through which the ownership of the Unit is transferred in favour of Allottee(s) by the Promoter subject to and in accordance with the terms of this Agreement
- (ii) in respect of the Common Areas and Common Facilities of the Project shall mean written instrument executed between the Promoter and the Resident's Association through which the ownership of the Common Areas and Common Facilities of the Project is transferred in favour of Resident's Association by the Promoter subject to and in accordance with the terms of this Agreement.

- l) "EARNEST AMOUNT shall mean 10% of Basic Sale Consideration of Unit.
- m) "INTEREST RATE" means the State Bank of India highest marginal cost of lending Rate plus two percent or such other rate as may be applicable from time to time as per the Act and Rules.
- n) "LIMITED COMMON AREAS AND FACILITIES" means those common areas and facilities which are designated in writing by the Promoter before the allotment, sale or other transfer of any apartment as reserved for use of certain apartment or apartments to the exclusion of the other apartments.
- o) "RESIDENTS ASSOCIATION" shall mean an association or society or a co-operative society, as the case may be, of the allottees of Apartments in the Project, by whatever name called, that may be formed under clause (e) of sub-section (4) of section 11 of the Act for the management /maintenance of Common Areas and Facilities of Project.
- p) "PROJECT LAND" shall mean all that piece and parcel of the land, admeasuring sq. mtrs, being part of khasra nos....., situated at Village Mozzamnagar, Tehsil Mohanlalganj, District Lucknow, and more particularly shown in Schedule A.
- q) "PROJECT shall mean the residential Project comprising ofblocks in Sector A & B and having flats, parking facility, other Common Areas and Facilities etc., all improvements and structures thereon and all easements, rights and appurtenances belonging thereto, constructed / to be constructed in phased manner upon the Project Land and named as "SAHU CITY PHASE 2".

- II. The words and expressions used herein but not defined in this Agreement and defined in any other law for the time being in force shall have the same meanings respectively assigned to them in those laws.

WHEREAS THE PROMOTER DECLARES THAT:

- A., and, purchased the aforesaid project land, by means of several registered sale deeds, and on its basis, their names were mutated in the revenue records.
- B. Subsequently for the purposes of implementation of the project, have entered into a Consortium Agreement onwhich was registered on.....
- C. Further for the purposes of construction and sale of flats in the said Group Housing, the, have entered into an Agreement on with Sahu Land Developers Pvt. Ltd, which was also registered on.....
- D. Accordingly, the Promoter is in the lawful possession of the Scheduled Land with legally valid documents. Further, the Scheduled Land is free from all encumbrances.
- E. The Scheduled Land is earmarked for the purpose of development of a residential project.
- F. The Promoter framed a scheme for developing a residential project to be known as "SAHU CITY PHASE 2" on the Project Land, comprising of buildings/blocks in Sector A & B. However, for convenience and ease of construction, sales and marketing, the Project "SAHU CITY PHASE 2" will be constructed in phased manner i.e. block wise and partial completion for each block would be taken upon completion of respective block.
- G. The Promoter has planned and is in the process of constructing and developing the Project upon on the Project Land, including the Building, and the necessary permissions/approvals from concerned competent authorities have been obtained.

H. The Project has been registered with the Real Estate Regulatory Authority ("Authority") on date and the Project's registration certificate no. is UPRERAPRJ..... This registration is valid for a period of 6 years commencing from , unless renewed by the Authority. The details of the Promoter and the Project are also available on the website of the Authority.

I. The promoter has obtained the layout plan, sanction plan, specifications and all necessary approvals for the Project and also for the apartment, plot or building, as the case may be, from The Promoter agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with Section 14 of the Act and other laws as applicable.

And whereas the Promoter has conceived and planned various common areas, amenities and facilities in the Project. These common areas, facilities and amenities will be developed along with the buildings/block in which they are located and Common Areas and Facilities of the Project shall be common for all occupants of the Project irrespective of the building/block in which they are located.

J. The (competent authority) has granted the commencement certificate to develop the Project vide approval dated bearing registration no.

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

L. The Promoter has opened a separate account in, RERA Collection A/c no. for the purpose of covering the cost of construction and the land cost as provided in sub-clause (D) of clause (1) of sub-section (2) of section 4 of the Act.

M. The Allottee(s), being aware of the Project and details given above as well as in the Brochure/advertisement about the Project, has

applied for an apartment in the Project vide application no. dated and has been allotted apartment no. having carpet area of sq.mtr. (..... sq.ft.) type, on floor in building no. along with garage/covered parking no. admeasuring sq.mtrs (..... sq.ft.) in the, as permissible under the applicable law and of pro rate share in the 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 "Apartment" more particularly described in Schedule A and the floor plan of the apartment is annexed hereto and marked as Schedule B);

The Allottee(s) has also deposited a sum of Rs..... (Rupees..... only) (hereinafter referred to as "Booking Amount") and agrees to make timely and complete payments of the balance of Total Payable Amount as well as other dues under this Agreement as per terms and conditions of this Agreement.

- N. The Promoter has allotted following Apartment in the Building and to the Allottee(s):
- (i) Building/Block No.....
 - (ii) Apartment No.....
 - (iii) Floor No.....
 - (iv) Carpet Area sq.....mtr and exclusive balcony area of..... sq.mtr.;
 - (v) Built Up Area of..... sq.mtr
along with earmarked parking bearing no..... and pro rata share in the common areas of the project hereinafter referred to as the "Unit").
- O. The allottee has been allocated slot no..... in the open parking area free of cost to be ratified by resident Welfare Association.
- P. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect of right, title and interest of the

Promoter regarding the Project Land on which the Project is being developed have been completed.

- Q. The Parties have gone through all the terms & conditions set out in this Agreement and understood the mutual rights and obligations detailed herein. The Parties hereby confirm that they are signing this Agreement with full knowledge of the all laws, rules, regulations, notifications etc. applicable to the Project.
- R. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the (Apartment/Plot) and the garage/covered parking (if applicable)

NOW THEREFORE, in consideration if the mutual representation, 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 sell to the Allottee and the Allottee hereby agrees to purchase the (Apartment/Plot) as specified in Para N.

1.2 Both the parties confirm that they have read and understood the provisions of Section 14 of the Act.

1.3 The Total Price for the (Apartment) based on the carpet area is Rs..... (Rupees only)

Block/Building/Tower	Rate of Apartment Rs. per sq.mtr.
No.	(Rs. per sq.ft.)*

Apartment no.
Type
Floor

Carpet Area
Total price (in Rupees)	
Garage/Covered parking-1	Price for 1
Garage/Covered parking-2	Price for 2
Total Price in Rs.

Explanation - (i) The Total Price above includes the booking amount paid by the Allottee to the Promoter towards the (Apartment).

(ii) The Total Price 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 apartment/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. In addition, the Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective.

iv) The Total Price of (Apartment) includes recovery of price of land, construction of (not only the Apartment but also) the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the apartment, lift, water line and plumbing, finishing with paint, marble, tiles, doors, windows, fire detection and fire-fighting equipment in the Common Areas, maintenance charges as per Para 11 etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the (Apartment), and the Project.

1.3 The Total Price 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. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development fee, cost/charges imposed by the competent authorities, the Promoter shall enclose the said 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 fee after the expiry of the scheduled date of completion of the Project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said Project by the Authority, as per the Act, the same shall not be charged from the Allottee.

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

1.5 The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee by discounting such early payments @% per annum for the period by which the respective installments have been pre-poned. The provision for allowing rebate and such rate of rebate shall not

be subject revision/withdrawal, once granted to an Allottee by the Promoter.

1.6 It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described herein at Schedule D and Schedule E (which shall be in conformity with the advertisement, prospectus etc., on the basis of which sale is effected) in respect of the apartment plot or building, as the case may be, 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.

1.7 The Promoter shall confirm to the final carpet area that has been allotted to the Allottee after the construction of the building is complete and the completion certificate (as applicable) is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is reduction in the carpet area, then the Promoter shall refund the excess money paid by the Allottee within forty five 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 carpet area, which is not more than three percent of the carpet area of the apartment, allotted to Allottee, the Promoter may demand that from the Allottee as per the next milestone of the Payment Plan as provided in Schedule C. All these monetary adjustments shall be made at the same rate per square meter/square ft. as agreed in Para 1.3 of this Agreement.

1.8 Subject to 9.3 the Promoter agrees and acknowledges, the Allottee shall have the right to the Apartment as mentioned below :

i) The Allottee shall have exclusive ownership of the Apartment;

ii) The Allottee shall also have undivided proportionate share in the Common Areas. Since the share/interest of Allottee in the Common Areas is undivided and cannot be divided or separate, the Allottee shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the Promoter shall hand over the Common Areas to the association of the Allottees after duly obtaining the completion certificate from the competent authority as provided in the Act;

iii) That the computation of the price of the Apartment, includes recovery of price of land, construction of , not only the Apartment but also the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the apartment, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the Common Areas, maintenance charges (as per Para 11 etc.) and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment and Project;

iv) The Allottee has the right to visit the Project site to assess the extent of development of the Project and his apartment/plot, as the case may be.

1.9 It is made clear by the Promoter and the Allottee agrees that the Apartment along with garage/covered parking shall be treated as a single individuals unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the said Land and is not a part of any other project or zone and shall not from a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that Project's facilities and amenities other than declared as independent areas in deed of declaration shall be available only for use and enjoyment of the Allottees of the Project.

1.10 The Promoter agrees to pay all outgoings before transferring the physical possession of the apartment to the Allottees, which it has collected from the Allottees, for the payment of outgoings including land

cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the Project. If the Promoter fails to pay all or other of the outgoings collected by it from the Allottees or any liability, mortgage loan and interest thereon before transferring the apartment to the Allottees, the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefore by such authority or person.

1.11 The Allottee has paid a sum of Rs. (Rupees only) as booking amount being part payment towards the Total Price of the Apartment 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 Apartment, as prescribed in the payment Plan (Schedule C), as may be demanded by the Promoter within the time and in the manner specified therein;

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

2. **Mode of Payment** - Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee shall make all payments, 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 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. Ant 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, 1999 or other laws as applicable, as amended from time to time.

3.2 The Promoter accepts no responsibility in regard to matters specified in Para 3.1 above. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter shall not be responsible towards any third party making payment/remittances on behalf of any apartment applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the allottee only.

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

5. Time is essence : The Promoter shall abide by the time schedule for completing the Project as disclosed at the time of registration of the Project with the Authority and towards handing over the Apartment to the Allottee and the Common Areas to the association of Allottees or the competent authority, as the case may be.

Similarly, the Allottee shall make timely payments of the installment and other dues payable by the him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in Schedule C ("Payment Plan").

6. Construction of the Project/Apartment : The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the Apartment and accept 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 and shall not have an option to make any variation/alterations/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.

7. Possession of the Apartment :

7.1 Schedule for possession of the said Apartment : The Promoter agrees and understands that timely delivery of possession of the Apartment to the Allottee and the Common Areas to the association of Allottees or the competent authority, as the case may be, is the essence of the Agreement. The Promoter assures to hand over possession of the Apartment along with ready and complete Common Areas with all specifications, amenities and facilities of the Project in place on unless there is delay or failure due to war, food, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project ("Force Majeure"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Apartment.

Provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the allotment within 120 days from that date. The Promoter shall intimate the Allottee about such termination at least thirty days prior to such termination. After refund of the money paid by the Allottee, the Allottee agrees that he/she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement. In case the project is developed in cases, it will be the duty of the Promoter to maintain those common areas and facilities which are not complete and handover all the common areas to the RWA once all phases are completed. The Promoter shall not charge more than the normal maintenance charges from the Allottees.

7.2 Procedure for taking possession : The Promoter, upon obtaining the completion certificate from the competent authority shall offer in writing the possession of the Apartment, to the Allottee in terms of this Agreement to be taken within two months from the date of issue of completion certificate :

The conveyance deed in favour of the Allottee shall be carried out by the Promoter within three months from the date of issue of completion certificate. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee, after taking possession, agrees to pay the maintenance charges as determined by the Promoter/Association of Allottees, as the case may be after the issuance of the completion certificate for the Project.

7.3 Failure of Allottee to take Possession of Apartment : Upon receiving a written intimation from the Promoter as per Para 7.2, the

Allottee shall take possession of the Apartment 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 Apartment to the Allottee. In case the Allottee fails to take possession within the time provided in Para 7.2, such Allottee shall be liable to pay to the Promoter holding charges at the rate of Rs. 2/- per month per sq.ft. of carpet area, for the period beyond three months till actual date of possession in addition to maintenance charges as specified in para 7.2.

7.4 Possession by the Allottee : After obtaining the completion certificate and handing over physical possession of the Apartment to the Allottees, it shall be responsibility of the Promoter to handover the necessary documents and plans, including Common Areas, to the Association of Allottees.

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

Provided that where the Allottee proposes to cancel/withdraw from the Project without any fault of the Promoter, the Promoter herein is entitled to forfeit the booking amount paid for the allotment. The Promoter shall return 50% (fifty percent) of the balance amount of money paid by the Allottee within 45 (forty five) days of such cancellation/withdrawal and the remaining 50% (fifty percent) of the balance amount on re-allotment of the apartment or at the end of one year from the date of cancellation/withdrawal by the Allottee, whichever is earlier. The promoter shall inform the previous Allottee the date of re-allotment of the said apartment and also display this information on the official website of UPRERA on the date of re-allotment.

7.6 Compensation : The Promoter shall compensate the Allottee in case of any loss caused to him due defective title of the 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 event, if the Promoter fails to complete or is unable to give possession of the of the Apartment : (i) in accordance with the terms of this Agreement, duly completed by the date specified in Para 7.1; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Promoter shall be liable, on demand to the Allottees, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Apartment, with interest at the rate of prescribed in the Rules including compensation in the manner as provided under the Act within forty five days of it becoming due :

Provided that where if the Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee interest at the ate prescribed in the Rules for every month of delay, till the handing over the possession of the Apartment, which shall be paid by the Promoter to the Allottee within forty five 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 title with respect to the said Land; the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;

ii) The Promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the Project;

iii) There are no encumbrances upon the said Land or the Project;

iv) There are no litigations pending before any Court of law of Authority with respect to the said Land, Project or the Apartment.

v) All approvals, licences and permits issued by the competent authorities with respect to the Project, said Land and Apartment are valid

and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all Applicable Law in relation to the Project, said Land, Building and Apartment and common areas;

vi) 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.

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

viii) At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the Apartment to the Allottee and the Common Areas to the association of Allottees or the competent authority, as the case may be;

ix) The Schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Schedule Property;

x) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent authorities till the completion certificate has been issued and possession of apartment, along with common areas (equipped with all the specifications, amenities and facilities) has been handed over to the Allottee and the association of Allottees or the competent authority, as the case may be;

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

9. Events of Defaults and Consequences :

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

i) Promoter fails to provide ready to move in possession of the Apartment to the Allottee within the time period specified in Para 7.1 or fails to complete the Project within the stipulated time disclosed at the time of registration of the Project with the Authority. For the purpose of this Para, 'ready to move in possession' shall mean that the apartment shall in a habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the parties, and for which completion certificate, 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 provision 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 payment, the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any interest; or

ii) The Allottee shall have the option of terminating the Agreement in which case, the Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the apartment, along with interest at the rate equal to MCLR

(Marginal Cost of Lending Rate) on home loan of State Bank of India + 1% unless provided otherwise under the Rules, within forty five days of receiving the termination notice :

Provided that where an Allottee does not intend to withdraw from the Project or terminate the Agreement, he shall be paid, by the Promoter, interest at the rate prescribed in the Rules, for every month of delay till the handing over the possession of the Apartment, which shall be paid by the Promoter to the Allottee within forty five 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 payments for 2 (two) consecutive demands made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard, the Allottee shall be liable to pay interest to the promoter on the unpaid amount at the rate equal to MCLR (Marginal Cost of Lending Rate) on home loan of State Bank of India + 1% unless provided otherwise under the Rules. The Promoter must not be in default to take this benefit;

ii) In case of default by Allottee under the condition listed above continues for a period of beyond 3 (three) consecutive months after notice from the Promoter in this regard, the Promoter may cancel the allotment of the Apartment in favour of the Allottee and refund the money paid to him by the Allottee by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated. The Promoter must not be in default to take benefit :

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

10. Conveyance of the said apartment : The Promoter, on receipt of Total Price of the Apartment as per Para 1.3 under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the Apartment, together with proportionate indivisible share in the common

areas within 3 (three) months from the date of issuance of the completion certificate, to the Allottee.

(The conveyance deed in favour of the Allottee shall be carried out by the Promoter within 3(three) months from the date of issue of completion certificate. However, in case the Allottee fails to deposit the stamp duty and/or registration charges within the period mentioned in the notice, the Allottee authorizes the Promoter to withhold registration of the conveyance deed in his/her favour till payment of stamp duty and registration charges to the Promoter is made by the Allottee.

11. Maintenance of the said Building/Apartment/Project : The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the Project by the Association of Allottees upon the issuance of the completion certificate of the project. The cost of such maintenance for 1 (one) year from the date of completion certificate has been included in the total price of the Apartment.

However, if the association of Allottees is not formed within 1 (one) year of completion certificate, the Promoter will be entitled to collect from the Allottees, amount equal to the amount of maintenance disclosed in Para 1.2+10% in lieu of price escalation for the purpose of the maintenance for next 1 (one) year and so on. The Promoter will pay the balance amount available with him against the maintenance charge to association of Allottees once it is formed.

12. Defect Liability : It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the agreement for sale relating to such development is brought to the notice of the Promoter within a period of 5 (five) years by the Allottee from the date of handing over possession or the date of obligation of the promoter to given possession to the Allottee, whichever is earlier it shall be the duty of the Promoter 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.

13. Right to enter the apartment for repairs : The Promoter/maintenance agency/association of Allottees shall have rights of unrestricted access of all common areas, garages/covered parking and parking space for providing necessary maintenance services and the Allottee agrees to permit the association of Allottees and/or maintenance agency to enter into the Apartment or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

14. Usage : The use of Basement and Service Areas : The basement and service areas, as located within the Sahu City Phase 2 shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, fire fighting pumps and equipments etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the service areas and the basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the association of Allottees formed by the Allottees for rendering maintenance services.

15. General compliance with respect to the apartment :

15.1 Subject to Para 12 above, the Allottee shall, after taking possession, be closely responsible to maintain the Apartment at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Apartment, or the staircases, lifts, common passages, corridors, circulation areas, atrium 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 Apartment and keep the Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the

support, shelter etc. of the Building is not in any way damaged or jeopardized.

15.2 The Allottee further undertakes, assures and guarantees that he/she would not put any sign-board/name-plate, neon light, publicity material or advertisement material etc. on the face/facade of the Building or anywhere on the exterior of the Project, buildings therein or common areas. The Allottees shall also not change the color scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the Apartment or place any heavy material in the common passage or staircase of the Building. The Allottee shall also not remove any wall, including the outer and load bearing wall of the Apartment.

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

16. Compliance of Laws, Notifications etc. by parties : The parties are entering into this Agreement for the allotment of a Apartment with the full knowledge of all laws, rules, regulations, notifications applicable to the Project.

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

18. Promoter shall not mortgage or create a charge : After the Promoter executes this Agreement he shall not mortgage or create a charge on the Apartment/Building and if any such mortgage or charge is made or

created then notwithstanding anything contained in any other law or the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such Apartment.

19. U.P. Apartment (Promotion of Construction, Ownership and Maintenance Ownership Act, 2010 : The Promoter has assured the Allottees that the Project in its entirety is in accordance with the provisions of the Apartment (Promotion of Construction, Ownership and Maintenance) Act, 2010.

20. Building effect : 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 and secondly, appears for registration of the same before the concerned Sub-registrar as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation, whatsoever.

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

22. Right to amend : This Agreement may only be amended through written consent of the parties.

23. Provisions of the 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 Apartment and the Project shall equally be applicable to and enforceable against and by any subsequent Allottees of the Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.

24. Waiver not a limitation to enforce :

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

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

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

26. Method of calculation of proportionate share wherever referred to in the agreement : Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in Project, the same shall be the proportion which the carpet area of the Apartment bears to the total carpet area of all the Apartments in the Project.

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

28. Place of execution : The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's office, or at some other place, which may 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 the said Agreement shall be registered at the office of the Sub-registrar at

29. Notices : That all notices to be served on the Allottee and the Promoter as contemplated by this Agreement, shall be deemed to have been duly served, if sent to the Allottee or the Promoter by registered post, at their respective addresses, specified below :

..... (Name of Allottee)

..... (Allottee Address)

M/s (Promoter Name)

..... (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 register 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.

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

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

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

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

In witnesses whereof parties herein above 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 :

1. Signature Please affixed photograph
Name and sign across the
Address Photograph

1. Signature Please affixed photograph
Name and sign across the
Address Photograph

Signed and delivered by the within named :

1. Signature (Authorized Signatory) Please affixed photograph
Name and sign across the
Address Photograph

At on in the presence of

Witnesses :

1. Signature
Name
Address

2. Signature
Name
Address

* or such other certificate by whatever name called issued by the competent authority.

Schedule-A Please insert description of the Apartment and the Garage/covered parking (if applicable) alongwith boundaries in all four directions.

Schedule-B	Floor Plan of the Apartment
Schedule-C	Payment Plan
Schedule-D	Specifications, Amenities, Facilities (which are part of the Apartment)
Schedule-E)	Specifications, Amenities, Facilities (Which are part of the Project)

(The 'Schedules' to this Agreement for Sale shall be as agreed to between the Parties)

DRAFT FOR RERA REGISTRATION PURPOSES ONLY