

AGREEMENT FOR SALE

This Agreement for Sale ("**Agreement**") executed on this [•] day of [•], 2024 at [•], Uttar Pradesh:

BY AND BETWEEN

RAPID BUILDTECH PRIVATE LIMITED (CIN. No. U45400HR2007PTC036819) (PAN – [•]), a company incorporated under the provisions of the Companies Act, 1956, and validly existing under the provisions of the Companies Act, 2013, having its registered office at 9th Floor, Paras Down Town Centre, Sector Road, Sector-53, Gurgaon – Haryana – 122002, India, represented by its authorized signatory [•] (Aadhar no. [•]) duly authorized vide board resolution dated [•] (hereinafter referred to as the "**Company**", which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its assigns);

AND

[Details of land owners to be incorporated] ([•]) (PAN – [•]), a company incorporated under the provisions of the Companies Act, 1956, and validly existing under the provisions of the Companies Act, 2013, having its registered office at [•], represented by its authorized signatory [•] (Aadhar no. [•]) duly authorized vide board resolution dated [•] (hereinafter referred to as the "**Landowners**", which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its permitted assigns);

(The Company and the Landowners are hereinafter collectively referred to as the "**Promoters**")

AND

[If the Allottee(s) is an Individual]

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

[OR]

[If the Allottee(s) is a Partnership]

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

[OR]

[If the Allottee(s) is a Company]

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

[OR]

[If the Allottee(s) is a HUF]

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

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

The Promoters and Allottee(s) shall hereinafter collectively be referred to as the "**Parties**" and individually as a "**Party**".

DEFINITIONS:

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

- (i) "**Act**" mean the Real Estate (Regulation and Development) Act, 2016 (16 of 2016);
- (ii) "**Agreement**" shall mean this Agreement for Sale along with all its schedules, as amended from time to time;
- (iii) "**Allottee (s)**" shall have the meaning as ascribed to it in the title clause;
- (iv) "**Authority**" means Uttar Pradesh Real Estate Regulatory Authority;
- (v) "**Applicable Laws**" shall mean current applicable statutes, enactments, acts of legislature or Parliament laws, ordinances, rules, bye-laws, regulations, notifications, guidelines, policies, rule, judgment, notification, decree, consents, directions, directives, orders or regulations or other governmental or regulatory restriction or condition, or any similar form of decision of, or determination by, or interpretation of, having the force of law of any Governmental Authority having jurisdiction over the matter in question, whether in effect as of the date of this Agreement or thereafter;
- (vi) "**Application**" shall mean the Application form bearing no. [•] dated [•], through which the Allottee (s) applied for allotment of the Plot in the Project on the terms and conditions contained therein;
- (vii) "**Association**" shall mean the association of the Allottee (s) in Project, by whatever name called, that may be formed by the Promoter under the Applicable Laws;
- (viii) "**Booking Amount**" shall mean 10% (ten percent) of the Total Price of the said Plot;
- (ix) "**Common Areas, Amenities and Facilities of the Project**" shall mean such common areas, amenities, facilities, equipment and spaces in the Project and more particularly detailed in Schedule D attached hereto and as defined under the Act;
- (x) "**Development Charges**" shall mean infrastructure development charges, as may be levied on the Project by appropriate Authority;
- (xi) "**Force Majeure**" shall mean as defined in clause 7.1 of this Agreement;
- (xii) "**Government**" means Government of Uttar Pradesh;
- (xiii) "**Governmental Authority**" shall mean any national, state, provincial, local or similar government, governmental, regulatory or administrative authority, branch, agency, any statutory body or commission or any non-governmental regulatory or administrative authority, body or other organisation to the extent that the rules, regulations and standards, requirements, procedures or orders of such authority, body or other organisation have the force of Applicable Laws or any court, tribunal, arbitral or judicial body, or any stock exchange of India or any other country;
- (xiv) "**Maintenance Agency**" means a company, firm, society, trust, association or such other persons as may be appointed by the Company or the Association who shall carry out the maintenance and upkeep of the Project and who shall be responsible for providing the maintenance services within the Project;
- (xv) "**Maintenance Charges**" means the periodic charges payable by the Allottee (s) to the Company / / Association / Maintenance Agency/ competent authority, as the case may be, in advance for such period as may be decided by the Company/ Association/ Maintenance Agency/ competent authority, as the case may be. The same shall be paid by the Allottee (s) in accordance with the demands raised by the Company/ Association/ Maintenance Agency/ competent authority, as the case may be, for the maintenance and upkeep of the Project but does not include: (a) the charges for utilities on the Plot including but not limited to electricity, water, internet, gas etc.; and (b) any statutory payments,

taxes, property taxes or levies with regard to the Plot/ Project. The details of Maintenance Charges and its mode of payment shall be more elaborately described in the maintenance agreement;

- (xvi) "**Non-Refundable Amount**" shall collectively mean (i) interest on any overdue payments; (ii) brokerage paid by the Promoters to the broker; (iii) Taxes paid by Promoters to the statutory authorities; (iv) stamp duty and registration charges to be paid on this Agreement, deed of cancellation of this Agreement; and (v) Development Charges or any other charges or any other pass through charges which are collected from the Allottee(s) and are paid to MDA or any other governmental Authority;
- (xvii) "**Payment Plan**" shall mean the payment plan as appended in **Schedule C**;
- (xviii) "**PLC**" shall have the meaning as ascribed to it under clause 6.3;
- (xix) "**Plot**" shall mean and include the said plot bearing no. [•], Block no. [•], having a tentative area [•] Sq. Mtrs./ [•] Sq. Yards (approx.), in the Project, named as "[•]", situated in the revenue estate of Village Maliyana, Tehsil-Sadar, District-Meerut, Uttar Pradesh, being developed by the Promoters;
- (xx) "**Project**" shall have the meaning as ascribed to it in Recital B;
- (xxi) "**Said Land**" shall have the meaning as ascribed to it in the Recitals;
- (xxii) "**Rules**" means the Uttar Pradesh Real Estate (Regulation and Development) Rules, 2016 as amended from time to time;
- (xxiii) "**Regulations**" means the Regulations made under the Act;
- (xxiv) "**Taxes**" means all taxes, duties, levies including GST, Cess or any other taxes and/ or cesses, stamp duty, municipal taxes and duties, environmental taxes and duties and any other type of taxes or duties in any relevant jurisdiction, by whatever name called, together with any interest, levies, penalties, surcharges or fines relating thereto due, payable, levied, imposed upon or claimed to be owed in any relevant jurisdiction in connection with the Project; and
- (xxv) "**Total Price**" shall have the meaning as ascribed to it in the **Schedule B** given hereunder.

WHEREAS:

- A. The Landowners are the absolute and lawful owners of the land admeasuring [•] acres, situated in the revenue estate of Village Maliyana, Tehsil-Sadar, District-Meerut, Uttar Pradesh ("**Said Land**") vide sale deed(s) dated [•] registered in the office of Sub-registrar of Assurances in Book No. [•], Volume No. at pages [•] to [•] as document no. [•] dated [•];
- B. The Landowners have entered into the [•] agreement dated [•] with the Company appointing the Company as the developer/ development manager of the plotted housing colony project proposed to be developed on the Said Land under the name and style of [•] ("**Project**");
- C. The Promoters have collectively obtained the approval of the layout plan vide approval bearing no. [•] dated [•] ("**Approved Layout**") from the office of Meerut Development Authority ("**MDA**") for development of the Project;
- D. The Promoters are fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoters regarding the Said Land on which the Project is to be constructed have been completed;
- E. The Promoters have obtained the layout plan, sanctioned plan, specifications and all necessary approvals for the Project from the MDA. The Promoters agree and undertake that they shall not make any changes to the approved plans except in strict compliance with Section 14 of the Act and other laws, as applicable;
- F. The Promoters have registered the Project under the provisions of the Act with the Uttar Pradesh Real Estate Regulatory Authority ("**Authority**") on [•] under registration no. [•];
- G. The Allottee has gone through all the terms and conditions of this Agreement and understood the mutual rights and obligations detailed herein. The Allottee (s) has verified and the Promoters have allowed the Allottee (s) the inspection of the Said Land, layout plans, ownership records of the Said

Area	[▪]
Basic Price	[▪]
Preferential Location Charges (PLC)	[▪]
GST	
Total price (in Rupees)	[▪]
Other Charges (<i>To be decided and charged at the time of offer of possession</i>)	

- (i) The Total Price above includes the Booking Amount paid by the Allottee(s) to the Promoters towards the Plot.
- (ii) The Total Price above includes Taxes (consisting of tax paid or payable by the Promoters by way of Goods and Services Tax, Cess or any other similar taxes which may be levied and if applicable as per prevailing norms, in connection with the development of the Project payable by the Promoters, by whatever name called) up to the date of handing over the possession of the Plot to the Allottee(s) and Common Areas, Amenities and Facilities of the Project to the Association of allottee(s) or the competent authority or the Maintenance Agency, as the case may be, after obtaining the completion certificate:

Provided that in case there is any change / modification in the Taxes; or if there are any additional taxes imposed, the subsequent amount payable by the Allottee(s) to the Promoters shall accordingly 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 Project by the Authority, as per the Act, the same shall not be charged from the Allottee(s), except the taxes/ charges/ fees/ levies imposed retrospectively by the competent authority at any stage relating to the period of registration. **[AZB Comment: Client to confirm.]**

- (iii) The Promoters shall periodically intimate in writing to the Allottee(s), the amount payable as stated in clause 1.3 (i) above and the Allottee(s) shall make payment demanded by the Promoters within the time and the manner as specified herein. In addition, the Promoters shall provide to the Allottee(s) 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. Non-payment of the amounts by the Allottee, demanded by the Promoters on the designated timelines shall constitute a default under this Agreement and liable to consequence as mentioned herein.

- 1.4 The Total Price of the Plot includes recovery of price of land, development of the Project and the Common Areas, Amenities and Facilities of the Project as detailed in **Schedule D**, Development Charges, Taxes, cost of providing electric wiring, electrical connectivity, water line and plumbing to a specific point in the Project, fire detection and firefighting equipment in the Common Areas, Amenities and Facilities of the Project etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the Project. **[AZB Comment: Client to confirm if a common point is to be provided for connection of water, electricity and sewage; if these services shall be made available to each Plot.]**

Provided, however, exceptions from the above shall be those specifically excluded elsewhere in this Agreement, which are known to the Allottee(s) as on date, including but not limited to the cost of (i) individual electricity meter charges; (ii) electricity connection charges to the Plot; (iii) water connection charges to the Plot; (iv) sewerage connection charges to the Plot; (v) stamp duty & registration charges of this Agreement and conveyance deed, documentation charges/ legal charges including statutory deposits, administrative charges for registration, transfer, endorsement, name addition/ deletion etc.; (vi) preferential location charges (*if applicable*); and (vi) all other charges as detailed in clause 1.5 below, which are specifically excluded from the Total Price of the Plot and the same shall be payable by the Allottee (s) on demand by the Promoters. **[AZB Comment: Client to confirm, if any other component can be added or excluded from the Price of the Plot.]**

- 1.5 In addition to the Total Price, the Allottee (s) hereby undertakes and agrees to pay the following:

- (i) Maintenance Charges for maintenance of the Common Areas, Amenities and Facilities of the Project at the rates as may be specified by the Promoters;

- (ii) Interest Free Maintenance Security Deposit (IFMSD) of Rs. [•]/- (Rupees [•]Only);
- (iii) Sinking fund of Rs. [•]/- (Rupees [•] Only);
- (iv) Proportionate charges for all enhanced Applicable Taxes;
- (v) Proportionate charges for dues, rates, charges, municipal taxes and other monies, levies, imposition, premium, damages and other outgoing payable retrospectively and/ or prospectively with respect to the said Project to the MDA or any other competent authority.

1.6 The Total Price is escalation-free, save and except increases which the Allottee(s) hereby agrees to pay, due to increase in Development Charges, cost/charges imposed by the competent authority (including the MDA), from time to time. The Promoters undertake and agree that while raising a demand on the Allottee for increase in Development Charges, cost/charges imposed by the competent authorities, the Promoters shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee(s), which shall only be applicable on subsequent payments.

Provided that if there is any new imposition or increase of any Development Charges, Taxes, 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 Project by the Authority, as per the Act, the same shall not be charged from the Allottee(s), except the Development Charges, Taxes, etc., imposed retrospectively by the competent authority at any stage relating to the period of registration. **[AZB Comment: Client to confirm.]**

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

1.8 [The Promoters may allow, in their sole discretion, a rebate for early payments of instalments payable by the Allottee(s) by discounting such early payments @ [•] % per annum for the period by which the respective instalment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/ withdrawal, once granted to an Allottee(s) by the Promoters unless agreed upon by the Allottee(s).] **[AZB Comment: Client to confirm.]**

1.9 It is agreed that the Promoters 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 (which shall be in conformity with the advertisements, prospectus, etc. on the basis of which the sale is effected) in respect of the Project, without the previous written consent of the Allottee as per the provisions of the Act. Provided that the Promoters 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.

1.10 Subject to Clause 9.3 of this Agreement, the Promoters agree and acknowledge, the Allottee(s) shall have the right to the Plot as mentioned below:

- (i) The Allottee(s) shall have exclusive ownership of the Plot, [along with right to use the parking space(s)] **[AZB Comment: Client to confirm on the parking spaces.];**
- (ii) The Allottee(s) shall also have undivided proportionate share in the Common Areas Amenities and Facilities of the Project as detailed in **Schedule D**. Since the share / interest of Allottee(s) in the Common Areas, Amenities and Facilities of the Project as detailed in **Schedule D** is undivided and cannot be divided or separated, the Allottee(s) shall use the Common Areas, Amenities and Facilities of the Project as detailed in **Schedule D** along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the Promoters shall handover the undivided limited usage right in the Common Areas, Amenities and Facilities of the Project as detailed in **Schedule D** to the Association after duly obtaining the completion certificate from the competent authority as provided in the Act;
- (iii) That the computation of the price of the Plot includes recovery of price of Plot, development of Common Areas, Amenities and Facilities of the Project as detailed in **Schedule D**, Development Charges, Taxes, cost of providing electric wiring, electrical connectivity, water line, sewage line and plumbing to a specific point in the Project, [fire detection and firefighting equipment in the Common Areas, Amenities and Facilities of the Project as detailed in **Schedule D**], Maintenance Charges (as per clause 11.1) and includes cost for providing all other facilities, amenities and specifications to be provided within Project.

[AZB Comment: Client to confirm on provision of fire detection and fire fighting equipment in common areas.]

The Allottee(s) has the right to visit the Project site to assess the extent of development of the Project and his/ her Plot after fixing prior appointment with the Promoters, keeping in view the health and safety guidelines/ measures/ procedures stipulated by the Promoters and fulfilment of requisite formalities.

- 1.11 It is made clear by the Promoters and the Allottee(s) agrees that the Plot along with right to use car parking thereto shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the Plot and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee(s). It is however clarified that the charges for such shared facilities and amenities other than declared as independent areas shall be available for use and enjoyment of the Allottees of the Project.
- 1.12 The Promoters agree to pay all outgoing before transferring the physical possession of the Plot to the Allottee(s), which it has collected from the Allottee(s), for the payment of outgoing (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, Maintenance Charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the Project). If the Promoters fail to pay all or any of the outgoing collected by it from the Allottees or any liability, mortgage loan and interest thereon before transferring the Plot to the Allottee(s), the Promoters agree to be liable, even after the transfer of the Plot, to pay such outgoing and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person.
- 1.13 The Allottee(s) has paid the Booking Amount being part payment towards the Total Price of the Plot at the time of application, the receipt of which the Promoters hereby acknowledges and the Allottee(s) hereby agrees to pay the remaining price of the Plot as prescribed in the Payment Plan as detailed in **Schedule C**, as may be demanded by the Promoters within the time and in the manner specified therein. Provided that, if the Allottee(s) delays in payment towards any amount which is payable, he/ she shall be liable to pay interest at the rate on such delayed payment prescribed under the Rules and under the Applicable Laws, from the due date on which such delayed amount was payable to the Promoters by the Allottee(s) till such amount is received by the Promoters, without prejudice to any other remedies available to the Promoters under this Agreement or under any applicable law, to be exercised by the Promoters as per the Promoters' discretion.
- 1.14 The Allottee (s) further understands and confirms that the Allottee (s) shall not derive any right towards any other lands, areas, facilities and amenities including but not limited to all commercial spaces in the Project, including the plots earmarked for commercial development; etc., and as such, the same are specifically excluded from the scope of this Agreement. The Allottee (s) acknowledges that the ownership of such land, areas, facilities, amenities, commercial spaces, etc. shall vest solely with the Promoters, their associate companies, their subsidiaries and assignees; they alone shall have the sole right and absolute authority to deal with the same including their usage and manner/ method of use, disposal etc., creation of rights in favour of any other person by way of sale, transfer, lease, joint venture, collaboration or any other mode including transfer to any other Person.

2. MODE OF PAYMENT.

- 2.1 Subject to the terms of the Agreement and the Promoters abiding by the development milestones, the Allottee(s) shall make all payments, on written demand by the Promoters, within the stipulated time as mentioned in the Payment Plan as mentioned in **Schedule C** through A/c Payee cheque/demand draft/ bankers cheque or online payment (as applicable) in favour of [▪] payable at [▪].
- 2.2 The Allottee(s) shall comply with the provisions of the Income Tax Act, 1961, and shall accordingly deduct applicable tax deduction at source and deposit the same with the concerned authorities within the stipulated time period. The Allottee(s) shall submit the TDS Certificate certifying the deposit of tax with the competent authority not later than 30 (thirty) days from the date due for payment. The Allottee(s) shall be solely responsible for any non-compliance with the provision as stated above and in such an event, the Promoters shall be entitled to recover the same from the Allottee(s) together with any other costs/penalties as may be incurred by the Promoters.

- 2.3 For all payments, the date of clearance of the demand draft/ pay order/cheque shall be taken as the date of payment. The applicable bank charges for dealing the outstation cheque(s) shall be borne and paid by the Allottee.
- 2.4 In the event any cheque is dis-honored by the bank for any reason whatsoever, then the same shall be treated as Allottee(s)'s Event of Default as defined under this Agreement. Further, the Promoters may, at their sole discretion, without prejudice to their other rights, charge cheque dis-honor (i.e. bounce) charges or any other amount as may be notified, from time to time, with applicable taxes per event of dishonor/ bouncing and such other charges/ taxes as may be levied by the bank in respect of the same from time to time besides interest for the delayed payments and direct the Allottee (s) to issue demand drafts to the Promoters for all the future payments of the Total Price in accordance with the Payment Plan. The Allottee(s) confirms that payment of the aforesaid dis-honour charges shall be in addition to the liability of the Allottee(s) of payment of interest on the delayed payments as per the terms of this Agreement.
- 2.5 The Allottee(s) further understands and agrees that except as specifically expressed under this Agreement, the Promoters are not required to send reminder/ notices to the Allottee(s) in respect of the payment obligations and other obligations of the Allottee(s) as set out in this Agreement to be met by the Allottee(s) and the Allottee(s) is required to adhere to the timelines and comply with all his/ her obligations on his/ her own.
- 2.6 Without prejudice to the other rights of the Promoters hereunder, the Allottee(s) shall not be entitled to transfer its/ his/ her rights under this Agreement, in any manner whatsoever, without making full payment of all due amounts payable by the Allottee(s) as on such date, under this Agreement, to the Promoters. The right under this clause 2 shall be in addition to any other right available to the Promoters under this Agreement and or any Applicable Laws.
- 2.7 For the purpose of remitting funds through online transfer by the Allottee(s), the following are the particulars of the beneficiary:

Beneficiary's Name: _____
 Beneficiary's Account No. : _____
 Bank Name: _____
 Branch Name: _____
 Bank Address: _____
 Swift Code : _____
 IFSC Code: _____

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES.

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

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS.

The Allottee(s) authorizes the Promoters to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding of the Allottee(s) against the Plot, if any, in his/her name and the Allottee(s) undertakes not to object/demand/direct the Promoters to adjust his/her/its payments in any manner. The Allottee (s) further agrees, understands and confirms that all payments made by the Allottee (s) shall first be adjusted towards outstanding interest, then statutory charges, thereafter towards principal outstanding from the Total Price and thereafter towards the Other Charges.

5. TIME IS ESSENCE.

5.1 The Promoters 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 Plot to the Allottee(s) and the Common Areas, Amenities and Facilities of the Project to the Association of the allottee(s) or the competent authority, as the case may be.

5.2 The time of punctual payment of instalments by the Allottee (s) as stated in the Payment Plan (**Schedule C**), and applicable stamp duty, and other charges and taxes payable under this Agreement and/ or as and when demanded, is the essence of this Agreement. The Allottee(s) shall make timely payments of the installments and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of development by the Promoters as provided in the schedule of Payment Plan.

6. DEVELOPMENT OF THE PROJECT.

6.1 The Allottee(s) has seen, verified and has satisfied himself/ herself with the proposed layout plan, specifications, amenities and facilities of the Project and accepted the layout 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 Promoters. The Promoters shall develop the Project in accordance with the said layout plans and specifications, amenities and facilities. Subject to the terms in this Agreement, the Promoters undertake 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 MDA 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/or as otherwise agreed herein, and breach of this term by the Promoters shall constitute a material breach of the Agreement.

6.2 That the Plot shall be handed over to the Allottee (s) on as-is where-is basis along with an electricity, water and sewerage connecting line running along with the front road on which the Plot is abutting. The electricity connection at the Plot shall be applied to [Paschimanchal Vidyut Vitran Nigam Limited/ Uttar Pradesh Power Corporation Limited] or competent authority and installed by the Allottee(s) himself/ herself at his/ her own cost and shall not be the responsibility of the Promoter. Similarly, the responsibility and the cost of connecting water and sewerage connection to the main line shall also be borne and incurred by the Allottee (s) at its sole cost and expenses. The Plot whose boundary is adjacent to the outer boundary of the Project, the area covered by the boundary shall be inclusive in the area of the Plot.

6.3 The Preferential Location Charges ("**PLC**") are dependent upon the location of the said Plot and shall be charged from the Allottee (s) as per the prevalent applicable policy of the Promoter. The Allottee (s) hereby agrees to pay the PLC for preferential location as described in this Agreement in the manner and within the time as stated in the Payment Plan (Schedule C) annexed to this Agreement. However, the Allottee (s) hereby specifically agrees that, in case due to any addition/ alteration/ revision in the layout plan/ zoning plan, if the said Plot ceases to be in a preferential location, the Promoter may adjust or refund only the amount of PLC paid by the Allottee (s) and the decision taken by the Promoter in this regard, shall be final and binding on the Allottee (s). Further, in case of refund, the said amount shall be adjusted in the last instalment as stated in the Payment Plan (Schedule C) as annexed with this Agreement. If the Allottee (s) has not chosen a preferred location for the said Plot, however, due to any change in the layout plan, or change in location, the said Plot becomes preferentially located, in such a case, the Allottee (s) shall be liable and agrees/ undertakes to pay the requisite amount as and when demanded by the Promoter as PLC. In case however, the Allottee (s) is not desirous of continuing with the allotment of the said Plot in his/ her favour after such change being intimated to him/her as above, the Allottee (s) shall be given an option by the Promoter for the other Plot, which does not bear any PLC. However, the same shall always be subject to the availability.

6.4 The Allottee(s) further confirms and acknowledges that under no circumstances, shall the possession of the Plot be offered to the Allottee(s) and the Allottee (s) shall not be entitled to the possession of

the Plot and enforce the timelines of completion of the Project on the Promoters, unless and until the full payment of the Total Price and any other charges and dues payable under this Agreement have been received by the Promoters and all obligations undertaken under this Agreement more specifically as listed below, have been fulfilled by the Allottee (s) to the complete satisfaction of the Promoters:

- (i) All payment as per the Payment Plan or as may become due to the Promoters from time to time with respect to the said Plot;
- (ii) All other payment, dues, charges, etc., agreed to be paid by the Allottee(s) under this Agreement;
- (iii) Stamp Duty, registration charges and any other incidental charges or dues required to be paid for due execution and registration of the conveyance deed;
- (iv) Maintenance Charges, holding charges payable by the Allottee(s) to the Promoters from the due date of possession mentioned in the letter for offer of possession, till the actual date of hand over of possession; and
- (v) Execution of all documents of assurance as may be prescribed by the Promoters to better enforce the obligations of the Allottee (s) hereunder including the affidavits, undertakings, indemnity bonds, etc.

Fulfilment of the aforesaid conditions shall be a condition precedent for offer of possession of the Plot to the Allottee (s) and subsequent execution and registration of the conveyance deed. Refusal to fulfil any of the conditions listed above by the Allottee (s) shall be treated as Allottee(s) event of default as mentioned in this Agreement and the Promoters may at their option be entitled to exercise the recourse available thereunder.

- 6.5 The Allottee (s) hereby irrevocably and unconditionally grants, agrees, undertakes and acknowledges the Promoters/ its nominee as a power of attorney holder for the purposes of execution of the cancellation deed of this Agreement. In the event, the Allottee (s) fails to present itself/ himself/ herself and register the cancellation deed of this Agreement within the timeline communicated by the Promoters, then the Promoters or their nominee shall as a power of attorney holder of the Allottee (s) have the right to execute and register such cancellation deed and will be entitled to allot the said Plot to any third party without any recourse to the Allottee (s).
- 6.6 It is further clarified and the Allottee (s) agrees and acknowledges that in the event the appropriate Government fails to provide the external linkages for water lines, sewer lines, electrical lines by the time the Promoters offers possession of the Plot to the Allottee (s), the Promoters shall make arrangements for water supply through private sources, and electricity supply through DG sets, the charges for which shall be proportionately payable by all Allottee (s), which shall be calculated on the basis of actual cost plus applicable taxes thereon.
- 6.7 The Allottee (s) hereby agrees, acknowledges and undertakes that in the event of termination of this Agreement, the Allottee (s) shall present himself/ herself for registration of cancellation deed of this Agreement in the office of concerned sub-registrar as per the timelines informed by the Promoter to the Allottee (s).
- 6.8 The Allottee (s) understands and agrees that the Promoter shall carry out the internal development within the Project, which inter alia, includes laying of roads, water lines, sewer lines, electrical lines etc., however, it is understood that the external linkages for these services beyond the periphery of the Project, such as water lines, sewer lines, storm water drains, drainage lines, roads, electricity, and other such integral services are to be provided by the appropriate Government and/ or the local authorities and the Promoter is dependent on the appropriate Government for providing such external linkage and the Promoter shall bear no responsibility for such unfinished work.

7. POSSESSION OF THE PLOT.

7.1 Schedule for Possession of the Plot:

- (i) Subject to the Allottee (s) fulfilling the terms and conditions of this Agreement in a timely manner and payment of the Total Price in the manner set out under Schedule B hereto and as per the Payment Plan (Schedule C), the Promoters assure to offer the possession of the Plot as per agreed terms and conditions on or before the time granted under the registration by the Authority or such extension thereof as may be extended by the Authority unless there is delay due to "**Force Majeure**", which shall mean all such circumstances or factors not in control of the Promoters, including, but not limited to, shortage of materials, inflation or recession in the market, dispute by the contractor, court orders, order by National Green Tribunal, labour getaways, or by reason of war, or restriction over any development activities in the area or any pandemic/ epidemic or any lockdown declared by any

Governmental Authority for any shutdown of the state of Uttar Pradesh or the city of Meerut or any part thereof, or any enemy action or earthquake or any act of God, or any act, notice, order, rule or notification of the Government and/ or any other public or competent authority, affecting the regular development of the Project (herein after referred to as "**Force Majeure**"). If, the completion of the Project is delayed due to the above conditions, then the Allottee (s) agrees that the Promoters shall be entitled to the extension of time for offer of possession of the Plot. Further, the Allottee (s) accepts that in the event, the delay of offering the possession of Plot is due to non receipt of part completion/ completion certificate, the Promoters shall not be held responsible or liable for payment of compensation for such period.

- (ii) The Allottee (s) agrees and confirms that, in the event it becomes impossible for the Promoters to implement the Project due to Force Majeure and above mentioned conditions, then this allotment/ Agreement shall stand terminated and the Promoters shall refund to the Allottee (s), the entire amount received by the Promoters from the Allottee (s) except the Non-Refundable Amount within 90 (ninety) days from the date of termination. The Promoters shall intimate the Allottee (s) about such termination at least 30 (thirty) days prior to such termination. After refund of the money paid by the Allottee (s), the Allottee (s) agrees that he/ she shall not have any rights, claims, entitlement, interest etc. against the Promoters and, or the Project/ Plot and that the Promoters shall be released and discharged from all their obligations and liabilities under this Agreement. In case the project is developed in phases, it will be the duty of the Promoter to maintain those Common Areas, Amenities and Facilities of the Project which are not complete and handover all the common areas and facilities to the Association once all the phases are completed. The Promoter shall not charge more than the normal maintenance charges from the Allottee (s). The Allottee (s) further agrees and confirms that he/ she shall not have any objection if the Plot is allotted/ sold to any third party.

- 7.2 **Procedure for taking possession** Upon obtaining the completion certificate from the competent authority, the Promoters shall offer in writing possession of the Plot to the Allottee(s) in terms of this Agreement, to be taken within 2 (two) months from the date of issue of completion certificate.

Provided that, in the absence of Applicable Law the conveyance deed in favour of the Allottee shall be carried out by the Promoters within 3 (three) months from the date of issue of completion certificate. The Promoters agree and undertake to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoters. The Allottee, after taking possession, agrees to pay the Maintenance Charges as determined by the Promoters/Association, as the case may be after the issuance of the completion certificate/ certificate (as applicable) for the Project. The Promoters shall hand over the copy of the completion certificate (as applicable) of the Project to the Allottee at the time of conveyance of the same.

- 7.3 **Failure of Allottee(s) to take possession of Plot:** Upon receiving a written intimation from the Promoters and fulfillment of the conditions as per clause 7.2 above, the Allottee(s) shall take such possession of the Plot from the Promoters by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoters shall give possession of the Plot to the Allottee(s). In case the Allottee(s) fails to take such possession within the time provided in clause 7.2, such Allottee(s) shall be liable to pay to the Promoters holding charges at the rate of Re. 1/- per month per sq. ft. of plot area for the period beyond 3 (three) months till actual date of possession in addition to Maintenance Charges as specified in clause 7.2 above.

- 7.4 **Possession by the Allottee:** After obtaining the completion certificate and handing over such possession of the Plot to the Allottee(s), it shall be the responsibility of the Promoters to hand over the necessary documents and plans, including Common Areas, Amenities and Facilities of the Project as detailed in **Schedule D**, to the Association or the competent authority or the Maintenance Agency, as the case may be, as per the Applicable Laws. Provided that, in the absence of any applicable law, the Promoters shall handover the necessary documents and plans, including Common Areas, Amenities and Facilities of the Project as detailed in **Schedule D**, to the Association of allottee(s) or the competent authority or the Maintenance Agency, as the case may be, within 30 days after obtaining the completion certificate.

- 7.5 **Post Possession-**

The Allottee (s) agrees and undertakes that the Allottee (s) shall, after being offered possession of the said Plot, not object to the Promoters constructing or continuing with the development of the said Project. It is acknowledged and accepted by the Allottee (s) that the development of the Project may continue even post handing over possession of the Plot to the Allottee (s).

It shall be the sole responsibility of the Allottee (s) to raise any development over the Plot without any recourse from the Promoters, of any nature whatsoever. The Allottee (s) shall abide by all Applicable Laws, Bye Laws, Rules & regulations of the Association and/or local bodies, statutory authorities and shall be responsible for all deviations, violations, or breach of any of the conditions with respect to the development to be undertaken by the Allottee(s) on the Plot after the execution of conveyance deed.

The Allottee(s) shall be entitled to raise construction over the Plot only after approval of its' building plans from the concerned competent authority; submission of a copy thereof with the Promoters; and fulfilling all the conditions complied by the Promoters/ Maintenance Agency/ Association/ competent authority, in this regard.

7.6 **Cancellation by Allottee(s):** The Allottee(s) shall have the right to cancel/withdraw his allotment in the Project as provided in the Act:

Provided that where the Allottee(s) proposes to cancel/withdraw from the Project without any fault of the Promoters, the Promoters herein is entitled to forfeit the Booking Amount paid for the Plot along with the Non-Refundable Amounts and interest component on delayed payment from the amount paid by the Allottee (s).. The Promoters shall return 50% (fifty percent) of the balance amount 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 Plot or at the end of one year from the date of cancellation / withdrawal by the Allottee, whichever is earlier. The Promoters shall inform the previous allottee the date of re-allotment of the said Plot and also display this information on the official website of UP RERA on the date of re-allotment.

7.7 **Compensation:** The Promoters shall compensate the Allottee(s) in case of any loss caused to him due to defective title of the Said 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.

7.8 Except for occurrence of a Force Majeure event, if the Promoters fail to complete or is unable to give possession of the Plot:

- (i) in accordance with the terms of this Agreement, duly completed by the date specified in clause 7.1; or
- (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration of the Project with the Authority under the Act; or for any other reason; the Promoters shall be liable, on demand to the Allottee(s), in case the Allottee(s) 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 Plot except the Non-Refundable Amount, with interest at the rate specified in the Rules including compensation in the manner as provided under the Act within 45 (forty five) days of it becoming due.

Provided that where if the Allottee(s) does not intend to withdraw from the Project, the Promoters shall pay the Allottee(s) interest at the rate prescribed in the Rules for every month of delay, till the handing over of such possession of the Plot which shall be paid by the Promoters to the Allottee(s) within 45 (forty five) days of it becoming due.

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTERS.

8.1 The Company hereby represent and warrant to the Allottee(s) as follows:

- (i) The Company has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- (ii) There are no encumbrances upon the Said Plot or the Project; **[AZB Comment: Client to confirm the details of encumbrances, if any.]**
- (iii) There are no litigations pending before any court of law or Authority with respect to the Project or the Plot;
- (iv) All approvals, licenses and permits issued by the competent authorities with respect to the development of the Project are valid and subsisting and have been obtained by following due process of law. Further, the Company has been and shall, at all times, remain to be in compliance with all Applicable Laws in relation to the development of the Project and Common Areas, Amenities and Facilities of the Project;

- (v) The Company 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(s) created herein, may prejudicially be affected;
- (vi) The Company has not entered into any agreement to sale/transfer and/or development agreement or any other agreement / arrangement with any person or party with respect to the Project and the said Plot which will, in any manner, affect the rights of Allottee(s) under this Agreement;
- (vii) The Company confirms that the Company is not restricted in any manner whatsoever from selling/transferring the said Plot to the Allottee(s) in the manner contemplated in this Agreement;
- (viii) At the time of execution of the conveyance deed of the said Plot, the Company shall handover lawful, vacant, peaceful, possession of the Plot to the Allottee(s);
- (ix) The Company 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 out goings, whatsoever, payable with respect to the Project to the competent authorities till the completion certificate has been issued and possession of Plot along with Common Areas, Amenities and Facilities of the Project as detailed in **Schedule D** has been handed over to the Association of allottee(s) or the competent authority or the Maintenance Agency, as the case may be.
- (x) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Company in respect of the Project.

8.2 The Landowners jointly and severally represent and warrant to the Allottee(s) as follows:

- (i) The Landowners have absolute, clear and marketable title with respect to the Said Land;
- (ii) [The Landowners have lawful rights and requisite approvals from the competent Authorities as may be required in accordance with the applicable law and in accordance with the terms of this Agreement;]
- (iii) There are no encumbrances upon the Said Land; [**AZB Comment: Client to confirm the details of encumbrances, if any.**]
- (iv) There are no litigations pending before any court of law or Authority with respect to the Said Land;
- (v) The Landowners have 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(s) created herein, may prejudicially be affected;
- (vi) The Landowners have not entered into any agreement to sale/transfer and/or development agreement or any other agreement / arrangement with any person or party with respect to the Said Land, which will, in any manner, affect the rights of Allottee(s) under this Agreement;
- (vii) The Said 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 same; and
- (viii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Landowners in respect of the Said Land.

9. EVENTS OF DEFAULTS AND CONSEQUENCES.

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

- (i) If the Allottee is in compliance with the terms of this Agreement and the Promoters fail to provide possession of the Plot to the Allottee(s) within the time period specified in clause 7.1 or fails to complete the Project within the stipulated time disclosed at the time of registration of the Project with the Authority.
- (ii) Discontinuance of the Promoter's business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made there under.

9.2 In case of Default by Promoters under the conditions listed above, a non-defaulting Allottee(s) is entitled to the following:

- (i) Stop making further payments to Promoters as demanded by the Promoters. If the Allottee(s) stops making payments, the Promoters shall correct the situation by completing the relevant development milestones and only thereafter the Allottee(s) be required to make the next payment without any interest; or
- (ii) The Allottee(s) shall have the option of terminating the Agreement in which case the Promoters shall be liable to refund the entire money paid by the Allottee(s) under any head whatsoever towards the purchase of the Plot except the Non-Refundable Amount, 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 45 (forty-five) days of receiving the termination notice in the event of Default by the Promoters:

Provided that where an Allottee(s) does not intend to withdraw from the Project or terminate the Agreement, he shall be paid, by the Promoters, interest at the rate specified in the Rules, for every month of delay till the handing over of the possession of the Plot by the Promoters, which shall be paid by the Promoters to the Allottee(s) within 45 (forty-five) days of it becoming due.

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

- (i) In case the Allottee(s) fails to make payments for 2 (two) consecutive demands made by the Promoters as per the Payment Plan annexed hereto, despite having been issued notice in that regard by the Promoters, the Allottee(s) 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, within 45 (forty five) days of it becoming due.
- (ii) In case of Default by Allottee(s) under the condition listed above continues for a period beyond 3 (three) consecutive months after notice from the Promoters in this regard,, the Promoters may cancel the allotment of the Plot in favour of the Allottee(s) and refund the amount money paid to him by the Allottee(s) after deducting the Booking Amount and the Non-Refundable Amounts and the interest liabilities and this Agreement shall thereupon stand terminated. The Promoters must not be in default to take this benefit. Provided that the Promoters shall intimate the Allottee(s) about such termination at least 30 (thirty) days prior to such termination.

9.4 The termination stated above shall take effect upon the Promoters sending a notice in writing to the Allottee(s). Notwithstanding the same, the Allottee(s) shall be under obligation to sign and execute all documents that the Promoters may require the Allottee(s) to sign. The Allottee(s) undertakes to present himself/herself for surrender /cancellation of this Agreement, upon termination/cancellation of this Agreement/ as may be required under the Applicable Laws, at the office of the concerned sub-registrar of assurances. The Allottee(s) undertakes to pay applicable, registration charges, legal expenses and all other miscellaneous and incidental expenses for termination/cancellation of this Agreement. Refund of any amount by the Promoters to the Allottee(s) under this Agreement shall be subject to the Allottee(s) signing and registering such documents at the instance of the Promoters.

9.5 The Allottee(s) hereby irrevocably and unconditionally grants, agrees, undertakes and acknowledges the Promoters/ their nominee as a power of attorney holder for the purposes of execution of the cancellation deed of this Agreement. In the event, the Allottee(s) fails to present himself/ herself and register the cancellation deed of this Agreement within the timeline communicated by the Promoters, then the Promoters or their nominee shall as a power of attorney holder of the Allottee(s) have the

right to execute and register such cancellation deed and will be entitled to allot the said Plot to any third party without any recourse to the Allottee(s).

- 9.6 The Promoters shall upon termination as aforesaid, refund the amount (as the case may be), either by way of: (i) personal hand delivery of cheque(s) to the Allottee(s), or (ii) courier of cheque(s) to the Allottee(s) at the aforementioned address mentioned in this Agreement, or (iii) by any other means as the Promoters may deem fit. In the event Allottee(s) is untraceable and/or unreachable and /or does not accept refund amount, in such case the Promoters shall place the balance refund amount in an interest free escrow account of a bank. The date of such personal handover or courier of cheque(s) or transfer to the interest free account would be deemed to be the date on which the Promoters have refunded the balance amount and the Promoters' liability shall end on such date. Such refund shall be in the name of the Allottee(s) /lender (in case the Allottee(s) has procured a loan from a bank/ financial institution), as the case may be.
- 9.7 The Allottee(s) shall not have any right, title and/ or interest with respect to the Plot upon the cancellation and/or termination of the Agreement/allotment of the Plot as aforesaid and the Promoters shall be at liberty to re-allot/lease or otherwise deal with the Plot with any other person/party whomsoever, at such price, in such manner and on such terms and conditions as the Promoters may in their sole, absolute and unfettered discretion think fit and proper and the Allottee(s) waives his/her right to raise any objection or dispute in this regard.

In case of termination of this Agreement for any reason, all documents executed/ received by the Allottee(s) in furtherance thereto shall stand terminated for all intents and purposes and the Allottee(s) shall return all documents (in original) to the Promoters.

10. CONVEYANCE OF THE PLOT.

The Promoters, on receipt of Total Price of the Plot as mentioned herein in this Agreement from the Allottee(s), shall execute a conveyance deed and convey the title of the Plot together with proportionate indivisible share in the Common Areas, Amenities and Facilities of the Project as detailed in **Schedule D** within 3 (three) months from the issuance of the completion certificate, to the Allottee. Provided that, in the absence of Applicable Laws, the conveyance deed in favour of the Allottee shall be carried out by the Promoters within 3 (three) months from the date of issue of completion certificate.

However, in case, the Allottee (s) fails to deposit the stamp duty and/or registration charges, other ancillary charges within the period mentioned in the notice, the Allottee (s) authorizes the Promoters to withhold the execution/ registration of the conveyance deed in his/ her favour till such stamp duty, registration charges, other ancillary charges are paid by the Allottee (s) to the Promoters, solely at the cost and consequences of the Allottee (s). The Allottee (s) hereby agrees and acknowledges that in case the Promoters is willing to execute the conveyance deed in favour of the Allottee (s) within the prescribed period mentioned herein and the Allottee (s) fails to comply the above terms for execution of the conveyance deed, then the Promoters shall not be liable for any claim, loss, damage, cost, etc. reason to such default by the Allottee (s). Further, the Allottee (s) unconditionally agrees to indemnify and keep indemnified the Promoters from all losses, claims, penalty etc. arising from the aforesaid default of the Allottee (s).

11. MAINTENANCE OF THE PROJECT.

- 11.1. The Promoters 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 the allottee(s) or by the Maintenance Agency upon the issuance of the completion certificate of the Project. The cost of such maintenance for 1 (one) year from the date of completion certificate has been included in the Total Price of the Plot. However, if the Association of allottees is not formed within 1 (one) year of completion certificate, the Promoters will be entitled to collect from the Allottees amount equal to the amount of maintenance disclosed in this Agreement +10% in lieu of price escalation for the purpose of the maintenance for next 1 year and so on. The Promoters will pay the balance amount available with him against the maintenance charge to Association of allottees once it is formed.
- 11.2. The Allottee (s) agrees and understands that the monthly Maintenance Charges will be fixed by the Promoters/ Maintenance Agency at the time of offer of possession of the Plot to the Allottee (s). The Allottee (s) shall deposit the interest free maintenance deposit ("**IFMSD**") to ensure timely payment of total Maintenance Charges. The Promoters reserve their right to increase the said deposit at their sole discretion and the Allottee (s) undertakes to pay the same on demand by the Promoters. In

case the Allottee (s) fails to pay the total Maintenance Charges by the due date or within the period mentioned in the notice, the Promoters or their associates/ nominee shall appropriate these charges from IFMSD. Over and above the IFMSD, the Allottee (s) shall also keep deposited with the Promoters, the Sinking Fund, which shall be deposited prior to taking possession of the said Plot. The Promoters shall have full authority and power to appropriate the said Sinking Funds for replacement/ repair of fixed assets and in that event the Allottee (s) agrees to replenish the Sinking Fund upon demand by the Promoters.

- 11.3. It is agreed between the Parties that after the possession of the Plot has been handed over by the Promoters to the Allottee (s), then if as on that date, even after the application for allotment of the electricity connection from the concerned department/ authority including but not limited to Electricity Service Provider is pending and connection has not been allotted, then, the Promoters shall be authorized to provide electricity through DG Sets, subject to the requisite permissions from the competent authority; and the same shall be acceptable to the Allottee (s). The Allottee (s) undertakes to make payments towards the charges of DG set as per the rates and in the manner provided in the maintenance agreement during the period pending the grant of the electricity connection from the concerned authority for the Project. The Promoters shall raise invoices for the said purpose. The Allottee (s) hereby agrees and acknowledges that the rates of electricity provided from the DG sets may be revised periodically as per the discretion of the Promoters.
- 11.4. The Allottee (s) hereby acknowledges and understands that the completion certificate for the Plot would be a pre-requisite to the application of any connections related to sewerage/ any other connection on the Plot, as may be directed by the competent authority The Allottee (s) undertakes not to make any sort of tapping, tempering or unauthorized connections to the services laid by the Promoters and connections would be made by the authorized/ nominated persons/ agencies appointed by the Promoters only, at the cost and expenses of the Allottee (s). In case, any unauthorized tapping/ tempering/ unauthorized connections are detected, the Allottee (s) shall be solely liable for payment of penalty as assessed solely by the Promoters.
- 11.5. The Allottee (s) is aware that the common services such as sewerage, storm water drainage, water connection, power supply etc. are passing through or under the Plot and has no objection to it.
- 11.6. The Allottee (s) hereby accepts that the provisions of such maintenance services, and use and access to the Common Areas, Amenities and Facilities of the Project shall at all times be subject to payment of all costs, charges, fee etc. by whatever name called, including but not limited to requisite security deposit, periodic Maintenance Charges, sinking funds, etc. to the Maintenance Agency, as the case may be, and performance of all conditions, covenants, obligations and responsibilities of the Allottee (s) under this Agreement, maintenance agreement. The rates of Maintenance Charges shall be fixed by the Maintenance Agency. The rates shall be subject to periodic revisions in line with the increase in the prices of commodities etc. as aforementioned. The Allottee (s) agrees that, after taking possession of the Plot, the Allottee (s) shall be liable to pay all such Maintenance Charges, utility charges including but not limited to electricity charges, water charges, government taxes, etc. as may be payable for the Plot.
- 11.7. The Allottee (s) acknowledges that the Promoter will be laying internal services in the Project viz. water lines, electrical lines, sewerage lines etc. and shall provide temporary connection to the Allottee, after the receipt of the due charges from the Allottee (s) as may be prescribed, to the extent permitted under the Applicable Laws. After completion of construction over the said Plot, connections to main lines of these services shall be obtained by the Allottee (s) at his/ her own cost and expenses, at the time of occupancy.

12. DEFECT LIABILITY.

It is agreed that in case any structural defect in the Plot, if any applicable, or any other structural defect in workmanship, quality or provision of services or any other obligations of the Promoters as per this Agreement relating to the Plot is brought to the notice of the Promoters within a period of 5 (five) years by the Allottee(s) from the date of handing over possession of the Plot or the date of obligation of the Promoters to give possession of the Plot to the Allottee, whichever is earlier, it shall be the duty of the Promoters to rectify such defects without further charge, within 30 (thirty) days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottee(s) shall be entitled to receive appropriate compensation in the manner as provided under the Act.

13. RIGHT TO ENTER FOR REPAIRS.

The Promoters / Maintenance Agency /Association of allottee(s) shall have rights of unrestricted access of all Common Areas, Amenities and Facilities of the Project reserved for the Allottee(s)), garages/covered parking's and parking spaces for providing necessary maintenance services and the Allottee(s) agrees to permit the Promoters and/or Association of allottee(s) and/or Maintenance Agency to enter into the Plot or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

14. USAGE.

14.1. **[Use of Basement and Service Areas:** The basement(s) and service areas, if any, as located within the 'Project 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, firefighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Allottee(s) shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked, and the same shall be reserved for use by the Association of allottee(s) formed by the Allottee(s), unless right of users for any specific purpose has been granted in favour of the Allottee(s).] **[AZB Comment: Client to confirm if any basements are proposed to be constructed.]**

14.2. Usage of Plot-

The use of the said Plot by the Allottee (s) shall be subject to compliance of the house rules/ code of conduct as may be formulated and determined by the Promoters/ Maintenance Agency or Association or the competent authority. Further, the Promoters/ Maintenance Agency/ Association/ competent authority reserve the right to modify/ amend the house rules/ code of conduct and such modifications/ changes shall be binding on the Allottee (s) along with other occupants in the Project.

15. GENERAL COMPLIANCE WITH RESPECT TO THE PLOT.

15.1. Subject to provisions of this Agreement, the Allottee(s) shall, after taking possession, be solely responsible to maintain the Plot at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Plot, common passages, circulation areas, green areas, service roads or the compound which may be in violation of any laws or rules of any authority or make additions or sub-divide or amalgamate to the Plot and keep the Plot, 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 Plot is not in any way damaged or jeopardized.

15.2. The Allottee(s) further undertake, assure and guarantee that he/she would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. anywhere on the exterior of the Project, or Common Areas, Amenities and Facilities of the Project except as otherwise permitted by the Promoters and/or the Maintenance Agency, as the case may be. Further the Allottee(s) shall not store any hazardous or combustible goods in the Plot or place any heavy material in the common passages or staircase of the Project. The Allottee(s) shall also not remove any wall, including the outer and load bearing wall of the Plot.

15.3. The Allottee (s) specifically recognizes that the Plot allotted to him/ her is situated in a Project. The Allottee (s) is also aware that the Project shall require the maintenance and unless the Project is not provided the maintenance and the maintenance agreement is not executed thereof between the Allottee (s) and the Maintenance Agency/ Promoters/ Association/ competent authority, as the case may be, the full utility of the Project cannot be availed by the Allottee (s). It is for these, amongst other reasons, that the Allottee (s) has agreed to execute the maintenance agreement on the specific understanding that the right to use the Common Areas, Amenities and Facilities of the Project shall be subject to payment of Maintenance Charges by him/ her, amongst other charges, as determined by the Maintenance Agency and agreed by the Allottee (s) in the maintenance agreement. The Promoters, for the purposes of carrying out such maintenance for the Project, may employ/ hire a Maintenance Agency appointed for the said purposes. The Allottee (s) shall be required to enter into a separate maintenance agreement with the Maintenance Agency, which shall clearly specify the scope, terms and conditions for provisions of the maintenance of the Project. The Allottee (s) agrees to comply with provisions of the maintenance agreement that may be entered into by him/ her with the Maintenance Agency and further comply with all rules, regulations, directions etc. framed by the Maintenance Agency.

15.4. The Allottee shall not object or restrict the usage of transformer or the DG set or any sub-station located within the vicinity of the Plot; and the Promoters / Maintenance Agency/ Association of allottees shall have the sole and absolute right to utilise such spaces including the Common Areas,

Amenities and Facilities of the Project in respect thereof. The Allottee(s) agrees and acknowledges that the Allottee shall not claim any right, title interest or object to the usage of Common Areas, Amenities and Facilities of the Project by the Promoters / Maintenance Agency/ Association of allottees, in any manner whatsoever.

15.5. The Allottee (s) further agrees and undertakes that he/ she shall:

- (i) deploy his/ her own employees/ resources/ agencies in construction/ development of the building on the Plot;
- (ii) ensure that the construction/ development on the Plot is performed according to the terms and conditions of the sanctioned building plans and the Applicable Laws;
- (iii) ensure that (i) all the environment protection standards required at the construction site under the guidelines issued by National Green Tribunal are maintained; (ii) no pollution is caused in the vicinity; and (iii) no in-convenience is caused to any occupant of the Project, due to the construction activity over the Plot. The Allottee (s) hereby indemnify the Promoters for any loss, loss of life, damage, penalty, cost imposed over the Promoters due to any negligent act of the Allottee (s)/ his/ her contractors/ agents/ employees/ resources during the construction/ development of building on the Plot.
- (iv) ensure that all precautions and safety methods are deployed at the construction site over the Plot;
- (v) Strictly observe all health, safety, environment policies, rules and instructions, while undertaking the construction works on the Plot, as directed by any governmental authority/ Promoters/ Maintenance Agency/ Association etc.; and
- (vi) Comply with all the construction guidelines instructed/ imposed by the Promoters.

15.6. The Allottee (s) shall take prior permission from the Promoters/ Maintenance Agency/ Association/ competent authority; and submit its proposal to carry out any construction over the Plot along with the copies of sanctioned building plans of the Plot approved by the competent authority.

15.7. If any damage is caused to the adjoining Plot, Common Areas, Amenities and Facilities of the Project or to the Project on account of any act, negligence or default on part of the Allottee (s) or his/ her employees, agents, servants, guests, or invitees, the Allottee(s) shall be liable and responsible for the consequences thereof, including the obligation to pay for the rectification of loss and/ or damage caused as may be levied by the Promoters or the Association or the Maintenance Agency or the competent authority, as the case may be.

15.8. The Allottee (s) is strictly prohibited from making any alterations or modifications in the Plot or outside the Plot to the structure or the services and systems laid out in the Project including any changes that would lead to disruption of services laid out in the Project or under the Plot for the use by one or more allottees in the Project.

15.9. The Allottee (s) further agrees and undertakes to make an interest free deposit of an amount of Rs. [•] (Rupees [•] Only) ("**Construction Security Deposit**") with the Promoters / Maintenance Agency, to secure its performance and compliance of all Applicable Laws, rules, regulations for carrying out construction on the Plot and for obtaining the completion certificate.

15.10. The Allottee(s) further agrees and undertakes to abide by the Applicable Laws, rules, regulations with respect to the construction over the Plot and be liable for all liabilities, penalties, fines, levies, etc. in this regard. The Allottee (s) hereby agrees to keep the Promoters indemnified in this regard. In the event, there is any non-compliance of any of the Applicable Laws, rules, regulations with respect to construction over the Plot, then the Promoters shall at all times have the right to forfeit/ deduct amounts from the Construction Security Deposit.

15.11. Subject to the due compliance by the Allottee (s) of all the Applicable Laws, rules, regulations and this Agreement, the Promoters/ Maintenance Agency will refund Rs. [•] (Rupees [•] Only) out of the Construction Security Deposit, after deducting Rs. [•] (Rupees [•] Only) on account of usage and administrative charges, subject to any deduction, forfeiture within 90 (ninety) days of submission of copy of the completion certificate and indemnity bond to the Promoters.

- 15.12. The Allottee (s) shall use the Plot only for residential purposes and shall not be put it to any other usage.
- 15.13. The Allottee (s) agrees that the Plot cannot be joined or consolidated or sub-divided or amalgamated with any other plot under the said Policy as clubbing of residential plots or approval of integrated zoning plan of two adjoining plots under same ownership is not be permitted under the Policy.
- 15.14. The Allottee (s) agrees to execute all documents/ agreements as per the Promoters's format and agree to accept and abide by all the terms and conditions therein and pay all charges as applicable therein and/or as demanded by the Promoters in due course.
- 15.15. The Allottee (s) covenants that the information supplied/ furnished by him/ her in or pursuant to the allotment of the Plot is correct and all documents supplied for obtaining the allotment are authentic and genuine. In case any information given or Affidavit/ documents supplied, or representation made for obtaining the allotment is found to be false including quoting incorrect personal details or suppressing any material fact at any time whatsoever, the Promoters shall be entitled to forthwith reject/ cancel the allotment of the Plot and forfeit the Booking Amount and the Non-Refundable Amounts. In such an event, the Allottee (s) shall be left with no rights, title or interest of any nature in the said Plot and/ or the Project and/ or against the Promoters/ any of the directors or representatives and the Promoters shall be competent to use, utilize, deal with the aforesaid Plot without any hindrance or obstruction from the Allottee (s).
- 15.16. The Allottee (s) shall not use/ cause to be used the said Plot for any purpose that is prohibited, irregular, illegal or other activity that is hazardous or may cause a nuisance of any nature in the Project.
- 15.17. The Agreement including the Application should be signed by the Allottee (s), or his/ her registered power of attorney holder, who want(s) to book the Plot. Similarly, in the case of a company being an Allottee (s) applying for the allotment of Plot, a Person acting as an authorized personnel of the company shall sign the Agreement or any document including the Application form.
- 15.18. The Allottee (s) shall indemnify and keep the Promoters and their employees, agents, representatives, estates indemnified and harmless against all and any losses, damages or liabilities that may arise due to non-payment, non-observance or non-performance of any of the covenants and conditions by the Allottee (s) as mentioned in this Agreement.
- 15.19. The Allottee (s) shall not do or permit to be done any act or thing which may render void or voidable any insurance of the Project or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- 15.20. The Allottee (s) shall not throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the Plot in the compound or Common Areas, Amenities and Facilities of the Project or any other portion of the Project.
- 15.21. The obligations undertaken by the Allottee (s) shall run with the Plot irrespective of the owner of the Plot for the time being and such obligations and terms shall survive the conveyance/ sale/ transfer of the Plot and be binding on the subsequent transferee, successors in interest and any Person claiming through the Allottee (s). The Allottee (s) shall be bound to disclose these conditions (including the conditions and restriction to transfer) in any document executed by the Allottee (s) in future and they shall in turn bind the transferees, successors in interest and/ or any Person claiming under them in the future and no owner shall, for the time being of the Plot shall be entitled to put up the defense of non-disclosure of, or lack of knowledge in this regard at any time.
- 15.22. The Allottee (s) 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 the Plot with the full knowledge of all laws, rules, regulations, notifications applicable to the Project.

17. ADDITIONAL CONSTRUCTIONS.

- 17.1 The Promoters undertake that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the layout plan and specifications has been approved by the competent authority (ies) and disclosed, except for guidelines/ permissions/ directions or sanctions by competent

authority or any areas earmarked for any future development or other lands and legally acquired additional FAR, ground coverage and density etc., or as provided in the Act and this Agreement. However, pursuant to any notification/ amendment in the Policy, that may be applicable to the Project, the Promoters shall be entitled to undertake additional development, the Allottee (s) hereby provides his/ her consent to such additional development without any further recourse to the Allottee (s).

- 17.2 The Parties agree that the restriction under clause 17.1 shall in no manner restrict the right of the Promoters to carry out development of the Project at any place excluding the Plot, in one or more phases.
- 17.3 The Allottee (s) agrees and acknowledges that under the provisions of the Act, the Promoters is entitled to develop the Project in such number of phases as the Promoters deem appropriate, in compliance with the provisions of the Act and the Rules made thereunder and accordingly the Allottee (s) shall not interfere, restrict or create any nuisance or disturbance or objection to the development of other phase(s) of the Project by the Promoters or claim any compensation or withhold the payment of maintenance and other charges, even after handing over the physical possession of the Plot to the Allottee (s) and/ or after receipt of the completion certificate for the phase of the Project of which the Plot of the Allottee (s) is a part of.
- 17.4 The Promoters shall have absolute right, without requiring any approval or consent of the Allottee (s) to make any alterations, additions, improvements or repairs, ordinary or extraordinary in relation to any unsold plots in the Project and the Allottee (s) agrees not to raise objections or make any claims on this account from the Promoters.

18. PROMOTERS SHALL NOT MORTGAGE OR CREATE A CHARGE.

- 18.1 After the Promoters executes this Agreement it shall not mortgage or create a charge on the Plot 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(s) who has taken or agreed to take such Plot.
- 18.2 Notwithstanding the above, the Promoter may raise finance, loan from any financial institution/ bank by way of mortgage/ charge/ securitization of receivables or in any other mode or manner by charge/mortgage of the Land/ Project.
- 18.3 The Allottee (s) agrees that no lien shall be created against the Plot as a result of any money deposited hereunder by the Allottee (s) or otherwise in any manner by virtue of entering into this Agreement.
- 18.4 The Allottee (s) may obtain finance from any financial institution/ bank or any other source but the Allottee (s)'s obligation to purchase the Plot pursuant to this Agreement shall not be contingent on the Allottee (s)'s ability or competency to obtain such financing and the Allottee (s) would remain bound under this Agreement whether or not he or she has been able to obtain financing for the purchase of the Plot. The Allottee (s) agrees and has fully understood that the Promoter shall not be under any obligation of any nature whatsoever to make arrangement for the loan facilities to the Allottee (s) from any bank/ financial institutions. The Allottee (s) shall not omit, ignore, withheld, fail or delay the due payments to the Promoter as per the Payment Plan opted by the Allottee (s) in terms of this Agreement or the due instalments by the respective due date on the grounds of the non-availability of bank loan or finance from any bank/ financial institution for any reason whatsoever and if the Allottee (s) fails to make the due payment to the Promoter within the time agreed herein, then the Promoter shall have the right to terminate this Agreement in accordance herewith.
- 18.5 Furthermore, in every case where the Allottee (s) has obtained a loan/ finance from a bank, financial institution or any other source and for which a tripartite agreement has also been executed by the Promoter, it is agreed by the Allottee (s) that any default by the Allottee (s) of the terms and conditions of such loan/ finance, shall also be deemed to constitute a default by the Allottee (s) of this Agreement, whereupon or at the written request of such bank, financial institution or Person from whom such loan has been obtained, the Promoter shall be entitled to terminate this Agreement.
- 18.6 Save and except in the case of any bank, financial institution or company with whom a tripartite agreement has been separately executed for financing the Plot, or where the Promoter has given his/ its permission to mortgage the Plot to any bank, financial institution or company for extending a loan to the Allottee (s) against the Plot, the Promoter shall not be responsible towards any other third party, who has made payments or remittances to the Promoter on behalf of the Allottee (s) and any such third party shall not have any right against the said Plot whatsoever. The Promoter shall issue the payment receipts only in favour of the Allottee (s). Notwithstanding the above, the Allottee (s) is and shall remain solely and absolutely responsible for ensuring and making all the payments due under this

Agreement on time.

19. UTTAR PRADESH APARTMENT (PROMOTION OF CONSTRUCTION, OWNERSHIP, AND MAINTENANCE) ACT, 2010.

The Promoters have assured the Allottee(s) that the Project, if applicable, is in accordance with the provisions of the Uttar Pradesh Apartment (Promotion of Construction, Ownership, and Maintenance) Act, 2010, and the rules and regulations of the MDA.

20. BINDING EFFECT.

Forwarding this Agreement to the Allottee(s) by the Promoters does not create a binding obligation on the part of the Promoters or the Allottee(s) until, firstly, the Allottee(s) 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(s) and secondly, appears for registration of the same before the concerned Sub-Registrar office at Meerut as and when intimated by the Promoters. If the Allottee(s) fails to execute and deliver to the Promoters this Agreement within 30 (thirty) days from the date of its receipt by the Allottee(s) and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoters, then the Promoters shall serve a notice to the Allottee(s) for rectifying the default, which if not rectified within 30 days from the date of its receipt by the Allottee, application of the Allottee(s) shall be treated as cancelled and all sums deposited by the Allottee(s) in connection therewith including the Booking Amount shall be returned to the Allottee(s) without any interest or compensation whatsoever after deducting the Non-Refundable Amount.

21. ENTIRE AGREEMENT.

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

22. RIGHT TO AMEND.

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

23. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE/ SUBSEQUENT ALLOTTEES.

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

24. WAIVER NOT A LIMITATION TO ENFORCE.

26.1 The Promoters may, at their sole option and discretion, without prejudice to their rights as set out in this Agreement, waive the breach by the Allottee(s) in not making payments as per the Payment Plan 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 Promoters in the case of one Allottee(s) shall not be construed to be a precedent and /or binding on the Promoters to exercise such discretion in the case of other Allottee(s).

26.2 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 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.

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

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

27. INDEMNITY.

After taking possession of the Plot, the Allottee (s) shall abide by the terms of approvals and permissions in respect of the said Plot / Project/ Land, as well as all Applicable Laws in respect of the same. The Allottee (s) shall be responsible for all deviations, violations or breach made by him/ her of such approvals, permissions, sanctions, licenses, etc. and shall keep the Promoters fully indemnified from any such claims, demands, actions, suits, proceedings, judgments, orders, damages, costs, losses and expenses of any nature that may be initiated/ raised by any competent authorities against the Promoters for default of/ breach of Applicable Laws of the competent authorities by the Allottee (s).

The Allottee (s) shall, without prejudice to any other rights of the Promoters, agrees to indemnify and keep fully indemnified, hold harmless and defend the Promoters, from and against any or all actions, suits, claims, demands, arbitration or other legal proceedings, losses, damages, liabilities, fees, costs, penalties and expenses of any kind or nature whatsoever including attorney's fees, costs and expenses incurred by or asserted against the Promoters or which the Promoters may suffer or incur due to or by reason of the Allottee (s) making, committing, causing or permitting to be made or committed any default or breach in respect of or non-observance with (i) any of the provisions/ covenants or obligations or conditions of this Agreement, and/ or (ii) any representation or warranties or covenants of the Allottee (s) being false or incorrect and, or (iii) any misrepresentation/ concealment/ suppression of material facts made by the Allottee (s) and, or (iv) any other claim, cost or damage directly attributable to the obligation of the Allottee (s) under this Agreement or due to failure/ delay of the Allottee (s) to comply with his/ her obligations under the Applicable Laws and/ or of any of the provisions of this Agreement and/ or (v) termination of this Agreement by the Allottee (s) without any default/ delay on the part of the Promoters and/ or (v) due to failure of the Allottee (s) to execute and deliver this Agreement to the Promoters within the time prescribed in this Agreement; due to failure of the Allottee (s) to appear before the sub-registrar for registration of this Agreement and/or (vii) termination of this Agreement by the Promoters due to any default/ delay on the part of the Allottee (s). Any claim so made shall be paid forthwith by the Allottee (s) to the Promoters without any delay. In the event of failure of payment of such damages/ compensation to the Promoters within the time period specified in the demand notice raised by the Promoters, the Promoters shall be liable to recover the same from the amounts paid by the Allottee (s) with the Promoters under the terms of this Agreement.

28. 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.

29. PLACE OF EXECUTION.

The execution of this Agreement shall be complete only upon its execution by the Promoters through their authorized signatory at the Promoter's office, or at some other place, which may be mutually agreed between the Promoters and the Allottee(s) and simultaneously with the execution, register this Agreement at the office of the Sub-Registrar at Meerut. Hence this Agreement shall be deemed to have been executed at Meerut. Any penalty or cost levied on this Agreement by the concerned revenue department due to failure of registration of the same within the prescribed time period mentioned in the Registration Act, 1908 shall be solely borne by the Allottee (s).

30. NOTICES.

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

Name of the Allottee: [•]

Address of the Allottee: [•]

Name of the Promoters: [•]

Address of the Promoters: [•]

It shall be the duty of the Allottee(s) and the Promoters 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 Promoters or the Allottee, as the case maybe.

31. JOINT ALLOTTEES.

That in case there are Joint Allottee(s) all communications shall be sent by the Promoters to the Allottee(s) 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 allottee(s).

32. SAVINGS.

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

33. GOVERNING LAW.

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

34. 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.

35. ADDITIONAL TERMS.

- 35.1. Since the Plot hereby proposed to be sold is part of the Project, the Allottee (s) assures that stringent measures to ensure security and safety be put in place. The Allottee (s) appreciates that wide powers be given to the Promoters/ Maintenance Agency/ Association/ competent authority, as the case may be, in this regard, and on his/ her part, undertakes that he/ she (and also those claiming under him) will render every possible assistance and co-operation.
- 35.2. The possession of the Common Areas, Amenities and Facilities of the Project shall remain with the Promoters who shall through the Maintenance Agency appointed/ to be appointed, as the case may be engaged by them, supervise the maintenance and upkeep of the same until those are transferred to the Association or the competent authority, as the case may be. It is hereby clarified that right of the Allottee (s) to use the Common Areas, Amenities and Facilities of the Project shall always be subject to the timely payment of Maintenance Charges and other charges as applicable.
- 35.3. Since the interest of the Allottee (s) in the Common Areas, Amenities and Facilities of the Project shall be undivided and cannot be separated; the Allottee (s) shall use the Common Areas, Amenities and Facilities of the Project harmoniously along with other Plot owners, maintenance team, etc., without causing any inconvenience or hindrance /annoyance to them.
- 35.4. It is understood by the Allottee (s) that as and when any plant and machinery within the Project, including but not limited to DG sets, electric supply systems, pumps, fire fighting equipments, any other plant/ equipment of capital nature, etc. require replacement, up gradation, additions, repair, etc., the cost thereof shall be contributed by all the Allottee (s) in the Project, on pro-rata basis. The Promoters or the Maintenance Agency shall have the sole authority to decide the necessity of such replacement, up gradation, additions, repair, etc. including its timings or cost thereof and the Allottee (s) agrees to abide by the same.

- 35.5. The Allottee (s) shall have no right to make any pollution (including noise, air or water) by use of loudspeaker or otherwise and/ or throw away or accumulate rubbish, dust, rag, garbage or refuse, anywhere in the Project.
- 35.6. The Allottee (s), his/ her visitors or tenants (or anyone claiming under him/ her shall not deface walls, smoke, litter or spit in the Common Areas, Amenities and Facilities of the Project. It is agreed by the Allottee (s) that the Promoters/ Maintenance Agency has the absolute and unrestricted authority to make rules to enhance the quality of living standard of the Allottee (s) and in the event of violation of such rules/ instructions the Promoters/ Maintenance Agency may impose fine or other impediments as the Promoters/ Maintenance Agency deems fit.
- 35.7. It is expressly understood that the internal security of the said Plot, shall be the sole responsibility of the Allottee (s). In other words, it is in the interest and for the safety and security of the Allottee (s) that proper safeguards be provided to prevent entry of unauthorized person/s into the Project, including the Common Areas, Amenities and Facilities of the Project, and to give an effective hand to the Promoters/ the Maintenance Agency to deal with unlawful entrants, loiterers, peddlers, etc. and also to enable them in particular and Allottee (s)/ lawful occupants of the various Plots in general, to deal more effectively with the security issues in the said Project and maintenance of order therein, the entry be regulated.
- 35.8. The Allottee (s) shall from time to time sign all applications, papers, documents, maintenance agreement, service agreement and all other relevant papers, as required, in pursuance to this Agreement and do all the acts, deeds and things as the Promoters/ Maintenance Agency may require for safeguarding the interests of the Promoters and other Plot owners in the Project or required in any compliance of any statutory provisions existing in present or which may come in force in future.
- 35.9. The Allottee (s) accepts that as the Promoters would be investing substantial amount for development of the Project, any default of non-payment, delayed payment by the Allottee (s) can not only be compensated by paying interest. Further such delay in payment may also lead to delay in completion of the Project as the Allottee (s) understands that the Promoters would be developing the Project on assurance of the Allottee (s) to make the payment in time. As such the Allottee (s) shall keep the Promoters indemnified and the Promoters shall not be held responsible or liable for delay in delivery of Project due to default of the Allottee (s).
- 35.10. Further in the event of the Allottee (s)'s default in fulfilling his/ her obligations, notwithstanding any right available to the Promoters under the Act, the Promoters shall also be entitled to get specific performance of this Agreement at the costs and expenses of the Allottee (s).
- 35.11. It is agreed that for all intents and purposes, the liability of the Promoters to pay any delay compensation (if any) shall cease upon the Promoters duly applying for the completion/ part completion certificate and the time taken by the competent authorities to issue the completion/ part completion certificate shall not be deemed to be delay on the part of the Promoters as such delay cannot be attributed.

[Intentionally left blank]

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Allottee: (including joint buyers)

(1) Signature _____
 Name _____
 Address _____

Please affix
 photograph and
 sign across the
 photograph

(2) Signature _____

Please affix
 photograph and
 sign across the
 photograph

Name _____

Address _____



SIGNED AND DELIVERED BY THE WITHIN NAMED:

Promoters:

(1) Signature (Authorised Signatory) _____
Name _____
Address _____

Please affix
photograph and
sign across the
photograph

At _____ on _____ in the presence of:

WITNESSES:

1. Signature _____
Name _____
Address _____
2. Signature _____
Name _____
Address _____

**SCHEDULE A PART A
DESCRIPTION OF THE PLOT**

**SCHEDULE A PART B
MAP OF THE PLOT: []**

SCHEDULE B

DESCRIPTION OF TOTAL PRICE

DETAILS OF TOTAL PRICE AND OTHER CHARGES

Block no. [▪] Plot no. [▪] Type [▪]	Rate of Plot per [square meter / square yard]
Area	[▪]
Basic Price	[▪]
Preferential Location Charges	[▪]
GST	[▪]
Total price (in Rupees)	[▪]
Other Charges*	[▪]

**Note: The Total Price shall not include the Other Charges, and the same shall be charged over and above the Total Price and such Other Charges shall be decided and charged at the time of offer of possession and are liable to change in case of increase or decrease of area and/or levy of any fresh taxes, cesses, charges by the Government and/or other circumstances mentioned in the Agreement.*

SCHEDULE C

PAYMENT PLAN OF THE PLOT NO: [■]

SCHEDULE D

COMMON AREAS, AMENITIES AND FACILITIES OF THE PROJECT

[AZB Comment: Client to confirm the same]

- (i) The internal roads, pathways, driveways and common entrances and exits to the Project;
- (ii) Installations of central services such as electricity, water and sanitation, system for water conservation and renewable energy, sewage treatment plant, solid waste management and disposal systems;
- (iii) The water tanks of the Project if any, pumps, motors, fans, compressors, ducts and all apparatus connected with installations for common use;
- (iv) All other portions of the Project necessary or convenient for its maintenance, safety, etc., and in common use.
- (v) The parks, play areas and landscape features in the Project;
- (vi) electrical / plumbing / shafts and service ledges; and
- (vii) Watchman's cabin (s) at entry and exits of the Project.