

Sale Consideration : Rs. ....  
 Market Value : Rs. ....  
 Stamp Duty Paid : Rs. ....  
 V -Code : .....

### SALE DEED

- 1 - Type of Property –Residential
  - 2 - Ward - .....
  - 3 - Mohalla – .....
  - 4 - Property No. – Unit No. .... situated on \_\_\_\_\_ floor, in group-housing project (“**Ekana Ontario**”) consisting of a multi-storied building constructed over Plot No. R-3, situated at Ekana Sportz City, sector 7, Gomti Nagar Extension, Lucknow
  - 5 - Measurement – In Square Meter
  - 6 - Super Area of the Unit – Approx..... sq. mtr.  
Carpet Area .....
  - 7 - Status of Road- .....
  - 8 - Sale Consideration - Rs. ....
- +

This **Sale Deed** is made at **Lucknow** on this .....day of .....

by and between:

**Ekana Sportz City Pvt. Ltd.**, a company registered under the Companies Act, 2013, through its authorized signatory \_\_\_\_\_, s/o \_\_\_\_\_, having registered office at 2nd floor, Eldeco Corporate Chamber II, Vibhuti Khand, Gomti Nagar, Lucknow-226001 (said company is hereinafter referred to as the “**Vendor**”) of ONE PART

AND

Mr./Ms ..... S/o / W/o / D/o  
.....r/o .....  
(hereinafter referred to as the “**Vendee**”) of the OTHER PART.

The expressions ‘Vendor’ and ‘Vendee’ shall mean and include, unless repugnant to the context, their legal heirs, executors, administrations, nominees, successors, legal representatives and assigns respectively.

Vendor and Vendee shall be individually referred to as Party and collectively as Parties.

**WHEREAS:-**

Lucknow Development Authority (“**LDA**”), entered into a Public-Private-Partnership arrangement with the Vendor and vide two separate registered Lease Deeds dated 23.02.2016, transferred, in favour of the Vendor, a land parcel admeasuring 66 acres, at sector 7, Gomti Nagar Extension, Shaheed Path, Lucknow, on a long term lease of 99 years (the said land parcel, admeasuring 66 acres, is hereinafter referred to as the “**Township Land**”).

The entire lease rent of the Township Land, for 99 years, stands paid by the Vendor to LDA.

The Township Land has been demarcated into several smaller plots of land, one such plot of land being Plot no. R-3, admeasuring 9115.95 square meters, forming part of said Township Land, situated at sector 7, Gomti Nagar Extension, Shaheed Path, Lucknow, earmarked for

purpose of building a group-housing project (said plot of land is hereinafter referred to as the “**Project Land**”).

The Vendor has the right to transfer, for valuable consideration, its title in the Project Land to or in favour of any third party.

The Vendor, after obtaining all applicable permits and approvals, developed and constructed a group-housing project, consisting of a multi-storied building on the Project Land and named the same as “**Ekana Ontario**” (hereinafter also referred to as the said “**Building**”).

The said Building consists of several flats/apartments, including flat/apartment bearing “Unit No. \_\_\_”, on \_\_\_ floor, having super area \_\_\_\_\_ square meter, described more specifically in the **Schedule of Property (Unit)** (said flat/apartment is hereinafter referred to as the said “**Unit**”).

The Vendee had applied for and was thereupon allotted the said Unit vide an **Allotment Letter** dated \_\_\_\_\_, the terms and conditions whereof are agreed and acknowledged to be still valid and binding on the Parties.

The Vendee confirms that he/she has seen all the relevant documents/papers pertaining to the Project Land and also those relating to the said Building, including the applicable approvals and permits, and is fully satisfied that the title of the Project Land is marketable and the Vendor has right and authority to carry out construction and development on the Project Land and to sell the said Unit and other Units constructed upon the Project Land.

The Vendee has also seen and understood the lay-out plans, building plans, designs, and specifications of the said Building and the said

Unit.

The Vendee has also carried out physical inspection of the said Building as well of the said Unit and is fully satisfied as to soundness of construction thereof and conditions and descriptions of the structure thereof and that of all fixtures and fitting installed and/or provided therein and also the common areas, amenities and passages, appurtenances to the said Unit and also as to the nature, scope and extent of the undivided benefit/interest in the common areas and facilities in the said Building.

The Vendor has agreed to sell and Vendee has agreed to purchase the said Unit in accordance with the terms and conditions stated hereinafter in this sale deed and that of the Allotment Letter dated ..... which, shall remain binding and enforceable and read as part and parcel of this Sale Deed.

**NOW THIS SALE DEED WITNESSETH AS UNDER:-**

- 1- That the Vendee, with a view to purchase the said Unit from the Vendor, and in pursuance of Allotment Letter dated \_\_\_\_\_, has paid a sum of Rs \_\_\_\_\_ as its Sale Consideration, and the Vendor hereby acknowledges to have received the same in full from the Vendee.

The Vendor does hereby convey and transfer by way of sale, the said Unit together with proportionate undivided right to use in the common spaces such as common pathways, passages, lobbies, staircase, lifts, shafts etc of the said Building.

- 2- That however, it is admitted, acknowledged and so recorded by and between the parties that unrestricted ownership right in and over the

terrace on and over the top most floor of the said Building shall remain with the Vendor and the Vendor shall have the right of further construction over and above the said same and the right to sell such additional portion so constructed, in the eventuality of a subsequent increase in the F.A.R. of the Project Land, and the Vendee shall have no right or authority to use or make any claim against the same.

- 3- That except for the said Unit herein being sold and necessary easementary rights pertaining thereto, all the residuary rights in the Project Land and in the said Building, shall continue to vest in the Vendor till such time as the same are not sold or otherwise transferred to any other person or entity.
- 4- That it has been agreed between Vendor and Vendee that save and except the said Unit hereby purchased by the Vendee, the Vendee will have no claim, right, title or interest of any nature or kind in the said Building or the Project Land, except the right of ingress and egress in respect of all or any of the common areas such as roads, lobbies, common passages, staircases, lifts, corridors etc. and these areas shall remain undivided, and no Vendee or any other person claiming under him/her shall bring any action for partition or division thereof and any covenant to the contrary shall be deemed to be void.
- 5- The physical possession of the said Unit, pursuant to this Sale Deed, has been handed over to the Vendee, and the Vendee hereby acknowledges the same.

The Vendee has done physical inspection of the said Unit and the said Building before taking physical possession of the said Unit and hereby agrees and acknowledges that it is fully satisfied with all aspects of

construction, design, structure and finishing of the said Unit and that of the common areas, common amenities, installations and facilities in the said Building and therefore the Vendee shall now have no claim against the Vendor with respect to the same.

- 6- That the Vendee(s) agree/s to abide by all laws, bye-laws, rules and regulations related or incidental to the said Unit and the specific purpose for which it is earmarked and meant to be used, and also abide by all laws, bye-laws, rules and regulations related or incidental to the said Building and the Project Land, and hence Vendee shall be solely responsible/ liable for all defaults, violations or breaches thereof.
- 7- That the Vendee(s) shall use the said Unit or permit/allow the same to be used only for residential purpose. The Vendee(s) shall not use the said Unit or permit/allow the same to be used for any purpose which may or is/are likely to cause nuisance or annoyance to the occupiers of other Units or for any illegal or immoral purposes and shall not do or suffer anything to be done in or about the said Unit which may tend to cause damage to any flooring or ceiling of any floor below or above the said Unit or in any manner interfere with the use thereof or of space, passages or amenities available for common use. Any activity falling under the aforesaid restrictions shall be liable to be stalled forthwith or removed at the cost and expenses of the Vendee. This shall be applicable to the subsequent transferee(s) of the Unit.
- 8- That the Vendee(s) shall, at his/her own cost and responsibility, keep and maintain the said Unit in good condition at all times and shall not disturb any permanent structure, beam, pillars falling within or anywhere outside the said Unit, and shall not make any permanent or

structural additions/ alterations in the said Unit nor shall he/she demolish any walls including load bearing walls, or cause damage to or nuisance of any kind in the said Unit or the said Building in any manner which may affect the safety, life or strength of the structure of the said Building or of any installations therein. The Vendee(s) shall be liable for any loss or damage, caused on account of any breaches.

- 9- That the area of Unit hereby transferred is the built-up area, which includes area of independent wall and half of the area of the wall common between 2 units. The Vendee shall not encroach upon any common spaces, common area, passages, stairs etc. Vendor, at the cost of the Vendee, be entitled to remove any encroachment made in violation of the aforesaid stipulation.
- 10- That the Vendee(s) shall not put up any name plate, display board, sign board, etc. in the common areas or common spaces or anywhere on the outer facade of the said Building and shall not change the colour of the outer walls or painting of the exterior side of the doors and windows etc. or carry out any change in the exterior elevation, look, appearance or design.
- 11- That all roof right of the top floor shall exclusively vest with the Vendor who has unfettered right to enter upon the terrace through its Agents for purposes of maintenance, repairs, replacements etc. of the Building, structure and various installation and common facilities thereon. However, the entire area of the terrace shall be open to all the owners/ occupants of other Unit in the building only in cases of emergencies like fire etc. but the said stipulation shall be subject to provisions of the local laws and also to other specific provisions of

this Sale Deed.

- 12- That the basement(s) and service areas, if any, located within said Building, shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, fire-fighting pumps, store-rooms and equipment's etc, and other permitted uses as per plans. The Vendee(s) shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those areas earmarked as parking spaces.
- 13- The Vendor shall not be liable for any interior decorations, customizations, alterations or other personalization, whatsoever, made by the Vendee. These facts have been explained and appraised to the Vendee(s).
- 14- That the Unit hereby transferred is a super structure alongwith proportionate undivided interest in the Project Land under the said Building which shall be un-severable from the joint interest of the other Vendees and shall not be subjected to partition or sub-division at any stage of time by the Vendee or any person claiming through the Vendee(s), which shall however be transferable as an undivided interest incidental to the super structure hereby transferred. This condition shall be applicable on subsequent transferee(s) as well.
- 15- That the Vendee shall be bound to avail all the services provided by the Vendor and shall make the payment against the services on regular basis.

- 16- That all the taxes/fees/charges including but not limited to Municipal tax/sewerage/electricity/water/gas/internet/telephone/Annual Maintenance Charge etc shall be payable by the Vendee with regard to the said Unit. In case any of the aforesaid taxes/cess/charges/fees is the joint liability against the said Building or the Project Land, the Vendee shall be liable to pay such taxes/charges/fee/cess proportionately to the extent of the Super Area of the said Unit, along with other owners /occupants of the Units situated in the said Building. Similarly, the liability of the Vendee is also towards other demand, if any, raised by any local authority or State Govt. for cost of land and compensation.
- 17- That all taxes, cesses, charges, assessment, fees as levied or that may be levied by municipal/local authorities or any governmental authority upon the property hereby transferred shall be borne and paid by the Vendee from the date of delivery of possession or the sale deed whichever is earlier.
- 18- That running and maintenance of the common areas and services will be undertaken by the Vendor or its nominee and in which case the Vendee shall pay to the Vendor or its nominee (s), the charges towards the same as levied by the Vendor or its nominee. The Vendor may ask the Vendee to execute and enter into a separate agreement dealing with various aspects of maintenance of the common areas and spaces and rendering and providing essential services and facilities in the said Building, in which case Vendee shall execute and be bound by the terms of such agreement.
- 19- That right to use common services/facilities is always subject to payment of up to date maintenance charges and related expenses and

performing stipulations made by the Vendor. Any amount due as maintenance charges shall be treated as charge upon the said Unit owned by the Vendee in default. If default by the Vendee in payment of the maintenance charges remains outstanding / due for more than three months then Vendor shall have the right to stop/ disconnect / curtail the essential services of the Vendee / Occupier including supply of electricity and/or water.

- 20- The Vendee will be further responsible to pay the electric consumption charges as advance as and when demanded. If the vendee fails to pay the electric consumption charges in advance, supply will be disconnected by the Vendor or any nominated maintenance agency. The reconnection will only be considered by the Vendor or its nominated agency only on payment of re-connection charges and penalty of Rs. ....../- for reconnection.
- 21- The Vendee shall comply with and carry out and abide by all the provisions of law, bye laws rules and regulations requisitions demand etc. of all local authorities, state government, Vendors and shall attend and answer and carry out at his/her/their own cost and be responsible for all deviations or breaches thereof and shall also observe and perform all terms and conditions whatsoever agreed and keep the Vendors indemnified secured and harmless against all cost, negligence and consequences, arising on account of non-compliance with the said requirement, requisitions and/or demands.
- 22- That the Vendee understands and agrees that the ingress and egress roads within the boundary of the Project Land and within the said Building, are private property of the Vendor and the same shall not be

utilized for any other purpose without prior permission in writing from the Vendor.

- 23- The Vendee hereby covenant that he/she/they shall not cause and shall not cause to be permitted:
- i. To use the said Unit for purpose other than residential purpose.
  - ii. To store or dump any material in the passages, stairs, gallery, common areas, corridors, lifts, signboards, publicity or advertisement material or any other things creating hindrance.
  - iii. To change the color scheme of the outer walls or painting of exterior side of the doors and windows etc. or carryout any change in the exterior elevation or design.
  - iv. To make any encroachments or constructions outside the periphery of the said Unit.
  - v. To close fully or partly, the common corridors, passages, lounges, shafts etc.
  - vi. To store any goods of hazardous or combustible nature or which are so heavy so as to affect the construction or structure of the building.
  - vii. To carry motor/bicycle or any heavy duty items through lifts.
  - viii. To throw or accumulate any dirt, garbage, rubbish etc anywhere in the common areas.
  - ix. To do any modification that may disturb the structure or structural layout of the Unit or the Building.
- 24- The Vendee hereby covenants to keep and maintain the said Unit appurtenances thereto always in the good state and condition, so as to support, shelter and protect the other Units and structures in the said Building.

25. That the Vendor covenants with the Vendee that (he/she/they) they shall peacefully hold and enjoy the said Unit without any interruption by the Vendor and the Vendee shall have the right to sell or lease away the said Unit to any person though all the terms and conditions whatsoever covenanted between the Vendor and Vendee shall remain binding upon the subsequent buyer/occupiers thereof. The Vendee also hereby covenants with the Vendor that before selling or leasing the said Unit, he/she/they will obtain prior written permission and NOC from the Vendor and the appointed maintenance agency after clearing all the dues and administrative charges payable, the Vendee shall provide relevant information about the proposed purchaser to the Vendor and the maintenance agency.
- 26- The Vendee hereby covenants that facilities/amenities which include lifts, staircase, security, generator, fire-fighting equipments, lighting, scavenging and sweeping in passages and common areas etc. which have been or are to be provided/installed, require regular maintenance at the hands of Vendor or Vendor's nominated maintenance agency and Vendee agrees to pay in advance the monthly maintenance charges at the rates specified from time to time by the Vendor or maintenance agency to be payable by the Vendee and any delay in payment of advance maintenance charges will entail consequences, which includes withdrawal of all amenities/facilities including even the basic facilities like water and electricity connection in the said Unit and same can be restored only subject to clearance of arrears thereof including interest thereon @ 18% per Annum or at any other rate of interest as may be decided by the Vendor or Maintenance Agency from time to time, payable from the due date of payments till the clearance of all arrears by the Vendee.

- 27- That the Vendor shall have right to increase the built up area over the Project Land when allowed by the competent authority either vertically or horizontally. Proportionate right in the Project Land in such case shall be shared amongst the occupants/owners of the existing Units as well as of the owners/ occupants of the subsequently constructed floors or Units.
- 28- That the Vendee shall have right to sell/ transfer/assign the Unit subject to prior written consent of the Vendor and association of residents as the case may be and subject to payment of transfer charges as may be charged by the Vendor and association of residents from time to time.
- 29- That on formation of the Association of the Unit Owners, the management of the affairs of the common areas and facilities in the said Building shall be deemed to be transferred from the Vendor to the Association which shall thereupon maintain them, in which eventuality it is the personal and joint liability of all the Unit Owners to settle the accounts with the Vendor or its nominated Maintenance Agency with regards to Maintenance charges or any other dues. On such transfer, Vendor or its nominated maintenance agency will have no responsibility for maintenance of common areas or common services and shall be entitled to withdraw its infrastructure from the Building which was being used for providing said maintenance services.
- 30- The Vendee covenants that even after appointment /nomination of the proposed maintenance agency, the Vendor will continue to have as before, the right to make additions, raise floors or put up additional

structures as may be permitted by the competent authorities and such additional structure and floors shall be the sole property of Vendor and shall be entitled to avail already provided amenities /facilities and to connect electric, water and drainage sources form the available connections/sources, and shifting of amenities whatsoever installed at the terrace, if any, but at Vendor's own cost. Further the terrace and all the un-allotted spaces in the Building shall always be the property of the Vendor and sale deed with the Vendee and other buyers in the said Building shall be subject to the aforesaid rights of the Vendor who shall be entitled to use these spaces for all valid purposes including the display of advertisements and sign boards or any other use. The Vendee hereby gives consent to the same and agrees that he/she shall not be entitled to raise any objection or claim any reduction in price of the said Unit and/or to any compensation or damages on the ground of inconvenience or any other ground.

- 31- The Vendee shall comply with and carry out and abide by all law bye-laws, rules regulations requisitions demand of LDA or municipal authorities, the vendee shall not change or cause to change any structure of the said Unit or any portion thereof and also not make or cause to be make additions and alterations in the same or any part thereof, and in the event of any non-compliance, the Vendee will be exclusively responsible for all non-compliance, violations accidents and breaches of laws rules and regulation thereof and in that event the Vendor shall be entitled to remove the offending structure/nuisance at the cost of the Vendee.
- 32- That the Vendor and/or the maintenance agency deployed by the Vendor/Association and their employees, agents, at all reasonable time

with prior intimation to Vendee, shall have a right to enter the Unit in order to inspect, carry-out necessary repair work as may be required from time to time. In case of any emergency such right to entry is always reserved and can be exercised without any notice.

- 33- That the Vendor hereto acknowledge and agree that damages alone would not provide an adequate remedy for any breach or threatened breach of the provisions of this Deed and therefore, without prejudice to any and all other rights and remedies the Vendor may have, the Vendor shall be entitled to the remedies of injunction, specific performance and other equitable relief for any threatened or actual breach of the provisions of this deed. The remedies set forth in this clause shall in no way limit any other remedy the Vendor may have under law or in equity or pursuant hereto.
- 34- That the courts at Lucknow alone shall have exclusive jurisdiction in all matters arising out from this deed.
- 35- The costs and expenses such as stamp duty, registration fee and legal fees and execution charges etc. for registration of this sale deed with the registration authority have been borne and paid by the "Vendee" and if at any time subsequently, some deficiency therein is assessed/determined by the competent authority same would also be borne by the Vendee or his/her assignee.
- 36- That the Unit is situated at .....Lucknow circle rate as fixed by D.M. Lucknow is Rs. ..../- per sq.mtr. (premium class) for the Unit measuring .....Sq.mtr. comes to Rs. .... and

proportionate land is .....sq. mtr values @ Rs. .... comes to Rs. .... thus total value comes to Rs. ....

37- As the sale Value is Rs. ....  
.....  
.....

38- The Vendor and the Vendee do hereby affirm and declare that they have gone through all the clauses of the present sale deed and have understood the same before its execution and shall not have any claim of disagreement or dispute regarding the terms and conditions of this deed.

**SCHEDULE OF PROPERTY**

One apartment/flat, bearing no. "Unit No.....", having super area ..... sq. mtr. approximately, at ..... floor, (as per map attached), of group-housing project- Ekana Ontario, constructed over Plot No. R-3, situated at Sector 7, Gomti Nagar Extension, Shaheed Path, Lucknow, having following boundaries:-

Boundaries of the Unit:-

- East** : .....
- West** : .....
- North** : .....
- South** : .....

**SCHEDULE OF PAYMENT (Details of Sale Consideration)**

Rs. .... paid by purchaser to Vendor from Banking System.

In witness whereof the vendor and the vendee have signed and executed their presence on the date mentioned above.

**WITNESSES :-**

1- Name

Vendor

S/o

R/o

2- Name

Vendee

S/o

R/o

**Typed by :-**

**Drafted by :-**

(.....)

(.....)

**Advocate**

.....

## AGREEMENT FOR SALE

This Agreement for Sale ("**Agreement**") executed on this \_\_\_\_\_ (date) day of \_\_\_\_\_ (month), 20\_\_\_\_,

### By and Between

**M/s Ekana Sportz City Pvt. Ltd.** (CIN U45202UP2014PTC063932), with RERA registration number – UPRERAPRJ407529, a Company incorporated under the provisions of the Companies Act, 2013, having its registered office at 2<sup>nd</sup> floor, Eldeco Corporate Chamber II, Vibhuti Khand, Gomti Nagar, Lucknow-226010 (PAN AADCE679IJ), represented by its authorized signatory Mr. Santosh Kumar Nigam (Aadhaar No. 4086 3343 5138) authorized *vide* board resolution dated \_\_\_\_\_ hereinafter referred to as the "**Promoter**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns).

### AND

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

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

### DEFINITIONS:

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

- (a) "Act" means the Real Estate (Regulation and Development) Act, 2016 (16 of 2016)
- (b) "Authority" means the Uttar Pradesh Real Estate Regulatory Authority
- (c) "Government" means the Government of State of Uttar Pradesh

For M/s. Ekana Sportz City Pvt Ltd.

Authorized Signatory

Buyer

Buyer

- (d) "Rules" means the Uttar Pradesh Real Estate (Regulation and Development) Rules, 2016 made under the Real Estate (Regulation and Development) Act, 2016
- (e) "Regulations" means the Regulations made under the Real Estate (Regulation and Development) Act, 2016
- (f) "Section" means a section of the Act.

**WHEREAS:**

A. Lucknow Development Authority ("**LDA**"), acting in furtherance of directions and much cherished objective of the **Government of Uttar Pradesh** of developing a project consisting of premier sports infrastructure complex as well a real estate township in the capital city of Lucknow, entered into a Public-Private-Partnership arrangement with the Promoter and vide two separate registered Lease Deeds dated 23.02.2016, transferred, in favour of the Promoter, a land parcel admeasuring 66 acres, at sector 7, Gomti Nagar Extension, Shaheed Path, Lucknow, on a long term lease of 99 years (the said land parcel, admeasuring 66 acres, is hereinafter referred to as the "**Township Land**")

The entire lease rent for 99 years stands paid by the Promoter to LDA.

The entire Township Land has been demarcated into several smaller plots of lands, one such plot of land being Plot no. **R-3** admeasuring 9115.95 square metres, forming part of said Township Land, situated at sector 7, Gomti Nagar Extension, Shaheed Path, Lucknow (said plot of land is hereinafter referred to as the "**said Land**").

The Promoter has the right to transfer, for valuable consideration, its title in the said Land to or in favour of any third party.

For M/s. Ekana Sportz City Pvt Ltd.

Authorized Signatory

Buyer

Buyer

- B. The said Land is earmarked for the purpose of building a group-housing project and the said project shall be known as **“Ekana Ontario” (“Project”)**;
- C. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter over the said Land on which said Project is to be constructed, have been completed;
- D. Lucknow Development Authority has granted commencement certificate to develop the Project *vide* approval dated 28<sup>th</sup> Dec 2022 bearing Permit No. Group Housing/06347/LDA/BP/22-23/1949/06102022;
- E. The Promoter has obtained the layout plan, sanctioned plan, specifications and approvals for the Project, from Lucknow Development Authority (**“LDA”**). The Promoter may make minor additions or alterations to these approved plans, specifications, nature of fittings, fixtures, amenities etc in respect of the said Project or any units thereof, as may be deemed necessary after intimation to the Allottee(s). The Allottee(s) further agrees that the Promoter may make any other changes or additions, including any structural changes, in the approved layout plan or sanctioned plan of the Project or any common areas or amenities therein, or specifications of the Unit or amenities, with prior consent of Allottee(s).
- F. The Promoter has registered the Project under the provisions of the Act with the Uttar Pradesh Real Estate Regulatory Authority at Lucknow on \_\_\_\_\_ under registration no. \_\_\_\_\_
- G. The Allottee had applied for an apartment/flat/Unit in the Project, *vide* application no. \_\_\_\_\_ dated \_\_\_\_\_ and has been allotted an

For M/s. Ekana Sportz City Pvt Ltd.

Authorized Signatory

Buyer

Buyer

apartment/flat/Unit No. \_\_\_\_\_, having super area of \_\_\_\_\_ square feet (carpet area \_\_\_\_\_), on \_\_\_\_ floor in the said Project consisting of a multi-storied building (“**Building**”) along with *pro rata* undivided share in the common areas (“**Common Areas**”) as defined under clause (d) of Rule 2(1) of U.P. Real Estate (Regulation & Development) Rules, 2016 (said flat/unit/apartment is hereinafter referred to as “**said Unit**”, more particularly described in **Schedule A** and the floor plan of the Unit is annexed hereto and marked as **Schedule B**);

- H. The Parties have gone through all the terms and conditions set out in this Agreement and understood mutual rights and obligations detailed herein;
- I. All applicable approvals have been obtained.
- J. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project;
- K. The Allottee(s) hereby confirm that he has seen all the relevant documents/papers pertaining to the said Land and the said Project and is fully satisfied that the title of the said Land of the said Project is marketable and the Promoter has right and authority to develop the said Project on the said Land and to sell the said Unit and other Units thereat to any party and under the terms and conditions mentioned in the Sanction/Permission Letter issued by concerned authority to the Promoter and the Allottee(s) hereby accepts and undertakes to abide by the terms and conditions of this Agreement. The Allottee(s) further agrees to abide by the terms and conditions of all the

For M/s. Ekana Sportz City Pvt Ltd.

Authorized Signatory

Buyer

Buyer

permissions, sanctions, directions issued by the competent authorities and prevailing bye-laws, guidelines of said authorities from time to time. The Allottee(s) has also seen and understood the lay-out plans, designs, and specifications of the said Unit and the said Project and agrees to purchase the said Unit.

- L. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;
- M. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the said Unit as more fully described in **Schedule A** and **Schedule B**.

**NOW THEREFORE, in consideration of the mutual representations, covenants, assurances, promises and agreements contained herein and other good and valuable consideration, the Parties agree as follows:**

**1. TERMS:**

Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase, the said Unit as specified in **Schedule A** and **Schedule B** of this Agreement.

Both the Parties confirm that they have read and understood the provisions of the applicable law.

For M/s. Ekana Sportz City Pvt Ltd.

Authorized Signatory

Buyer

Buyer

The Basic Sale Price (**BSP**) of the said Unit based on the super area is Rs. \_\_\_\_\_ per square feet (Rupees \_\_\_\_\_ only per square feet), and the Total Sale Price for the said Unit based on the super area is as per break-up given in **Schedule-C** of this agreement.

**Explanation:**

- (i) The Total Sale Price above includes the amount paid by the Allottee to the Promoter towards the said Unit at the time of booking;
- (ii) Applicable taxes, cesses, statutory fees or levies of any kind whatsoever, shall be payable by the Allottee over and above and in addition to the Total Sale Price.

Provided that in case there is any change/modification in the taxes, levies, statutory levies, cesses, fees etc, the subsequent amount payable by the allottee to the Promoter shall be increased/reduced based on such change/modification;

Provided further that if there is any new tax, cess, fee or levy of any kind whatsoever, brought into force by way of any law, in connection with the Project or its incidental aspects, subsequent to the execution of this Agreement, then the same shall be borne by the Allottee, who shall to pay the same, over and above all the payments agreed to be paid herein by the Allottee.

- (iii) The Promoter shall periodically intimate in writing to the Allottee, the amount payable as stated above and the Allottee shall make payment demanded by the Promoter within the time and in the manner specified therein. In addition, the Promoter shall provide to the Allottee the details of the taxes paid or demanded;
- (iv) The Allottee(s) has agreed that out of the amount(s) paid/ payable by him for the said Unit allotted to him, the Promoter shall treat 10

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% (ten percent) of Total Sale Price of said Unit as “Earnest Money” to ensure fulfillment, by the Allottee(s) of all the terms and conditions as contained in this Agreement. The expression “Earnest Money” used anywhere in this Agreement, shall be construed as stated above.

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

The Allottee(s) shall make the payment as per the **Payment Plan** set out in Schedule D.

The Promoter may make minor additions or alterations to these approved plans, specifications, nature of fittings, fixtures, amenities etc in respect of the said Project or any units thereof, as may be deemed necessary after intimation to the Allottee(s). The Allottee(s) further agrees that the Promoter may make any other changes or additions, including any structural changes, in the approved layout plan or sanctioned plan of the Project or any common areas or amenities therein, or specifications of the Unit or amenities, with prior consent of Allottee(s).

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The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be re-calculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee with annual interest at the rate equal to MCLR (Marginal Cost of Lending Rate) on home loan of State Bank of India+1%, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand additional money for such increased carpet area, from the Allottee as per the next milestone of the Payment Plan (Schedule D). All these monetary adjustments shall be made at the same rate per square feet as agreed in Clause 1 of this Agreement.

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

- i The Allottee shall have exclusive ownership of the said Unit;
- ii The Allottee shall also have undivided proportionate share in the Common Areas. Since the share / interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them.
- iii. The Allottee has the right to visit the Project site to assess the extent of development of the Project and his Unit.

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It is agreed that the Project is an independent, self-contained Project covering the said Land 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.

The Promoter agrees to pay all outgoings before transferring the physical possession of the said Unit to the Allottees, which it has collected from the Allottees, for the payment of outgoings. If the Promoter fails to pay all or any of the outgoings collected by it from the Allottees or any liability, mortgage loan and interest thereon before transferring the said Unit to the Allottees, the Promoter agrees to be liable, even after the transfer of the said Unit, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable.

The Allottee has paid the Earnest Money (or part thereof) being part payment towards the Total Sale Price of the said Unit, the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the balance of the Total Sale Price as prescribed in the Payment Plan **Schedule D** and other payments as provided in this Agreement, as may be demanded by the Promoter, within the time and in the manner specified therein. Provided that if the Allottee delays in payment towards any amount which is payable, he shall be liable to pay interest at the rate as stated hereinafter in this Agreement. Assignment of allotment of the said Unit by the Allottee shall be permissible at the discretion of the Promoter on payment of such administrative cost as may be fixed by the Promoter from time to time, provided that the assignor and the assignee agree to comply with all formalities in this regard and the assignee agrees to abide by all the terms of this Agreement. Provisions of Para 23 of this Agreement shall apply in case of such an allotment.

## **2. MODE OF PAYMENT:**

Subject to the terms of the Agreement and the Promoter abiding by the

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construction milestones, the Allottee shall make all payments, within the stipulated time as mentioned in the Payment Plan **Schedule D** through A/c Payee cheque/demand draft/bankers cheque or online payment (as applicable) in favour of 'Ekana Sportz City Pvt. Ltd.' A/C, payable at Lucknow/at Par.

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

The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made thereunder or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or the statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

The Promoter accepts no responsibility in regard to matters specified in the preceding para. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the applicable laws. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the

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said Unit applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

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

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

**5. TIME IS ESSENCE:**

The Promoter shall abide by the time schedule for completing the Project as disclosed at the time of registration of the Project with the Authority and towards handing over the said Unit to the Allottee.

Similarly the Allottee shall make timely payments of the installments and other dues payable by him/her as provided in **Schedule D (Payment Plan)** and meet the other obligations under the Agreement.

**6. CONSTRUCTION OF THE PROJECT/UNIT:**

The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the said Unit and accepted the floor plan, payment plan and the specifications, amenities and facilities annexed along with this Agreement which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities. Subject to the terms in this Agreement, the Promoter undertakes to abide by such plans approved by the competent authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the State Government.

It is agreed by the Parties herein that as a result of any law that may be

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passed by any legislature or Rule, Regulation or Order or Notification that may be made and/or issued by the Government or any other Authority including a Municipal Authority, the Promoter is unable to complete the development/construction of the said Unit/said Building, then the Promoter may, if so advised, though not bound to do so, at its sole discretion challenge the legality, validity, applicability and/or efficacy of such Legislation, Rule, Order or Notification by moving the appropriate Courts, Tribunal(s) and/or Authority. In such a situation, the payment made by the Allottee(s) in pursuance of this Agreement, shall continue to remain with the Promoter and the Allottee(s) agrees not to move court to seek specific performance of the terms of this Agreement, it being specifically agreed that this Agreement shall remain in abeyance till final determination by the Court(s)/Tribunal(s)/Authority(ies). However, the Allottee(s) may, if he/she so desires, become a party along with the Promoter in such litigation to protect Allottee(s) rights arising under this Agreement. In the event of the Promoter succeeding in its challenge to the impugned legislation or Rule, Regulation, Order or Notification as the case may be, it is hereby agreed that this Agreement shall stand revived and the Allottee(s) shall be liable to fulfill all obligations as provided in this Agreement. It is further agreed that in the event of the aforesaid challenge of the Promoter to the impugned Legislation/ Order/ Rule/ Regulation/ Notification not succeeding and the said legislation/ order/ rule/ regulation becoming final, absolute and binding, the Promoter will, subject to provisions of law/court order, refund to the Allottee(s), the amounts attributable to the said Unit (after deducting interest on delayed payments, and interest paid, due or payable, any amount of non-refundable nature) that have been received from the Allottee(s) by the Promoter without any interest or compensation of whatsoever nature within period of 45 days and in such manner as may be decided by the Promoter. Save as otherwise provided herein, the Allottee(s) shall not have any other right or claim of whatsoever nature against the Promoter under or in relation to this Agreement.

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## **7. POSSESSION OF THE SAID UNIT**

**7.1 Schedule for possession of the said Unit-** The Promoter agrees and understands that timely delivery of possession of the said Unit to the Allottee, is the essence of the Agreement. The Promoter assures to hand over possession of the said Unit along with ready and complete Common Areas with all specifications, amenities and facilities of the Project in place on [REDACTED] (Possession date), unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature, civil commotion, insurgency or any other event or circumstances beyond the reasonable control of the Promoter, affecting the regular development of the real estate project ("Force Majeure"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the said Unit: Provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount (without any interest), received by the Promoter from the allotment. The promoter shall intimate the Allottee about such termination at least thirty days prior to such termination. After refund of the money paid by the Allottee, the Allottee agrees that he/ she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement. The possession of the said Unit, which has been carved out on the natural level of the land comprising the said Unit, shall be handed over to the Allottee(s) on "as is where is" basis.

**7.2 Procedure for taking possession -** The Promoter, upon obtaining the occupancy certificate from the competent authority shall offer in writing the possession of the said Unit, to the Allottee in terms of this Agreement to be

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taken within two months from the date of issue of occupancy certificate.

Provided that the conveyance deed in favour of the Allottee shall be carried out by the promoter within 3 months from the date of issue of occupancy certificate subject to fulfillment of following conditions precedent ("**Conditions Precedent**"):

- a. The Allottee(s) shall have made timely payments of all sums due in accordance with the Payment Plan;
- b. The Allottee(s) shall have paid all taxes, stamp duty, registration fees, costs, charges required towards execution of the Sale/Conveyance/Sub-Lease Deed and this Agreement and all other costs and charges required to be paid by the Allottee(s) in accordance with the terms of this Agreement and there shall be no amounts outstanding in respect thereof;
- c. The Allottee(s) shall not be in breach of the terms hereof.

After the receipt of all installments and other dues, if any, No Dues certificate will be issued. After the issuance of No Dues certificate, the Allottee(s) are required to get the Sale/Conveyance Deed executed.

The Allottee, after taking possession, agree(s) to pay the maintenance charges as determined by the Promoter after the issuance of the completion certificate for the Project.

**7.3 Failure of Allottee to take Possession of Unit-** Upon receiving a written intimation from the Promoter as per Para 7.2, the Allottee shall, within the time stipulated by the Promoter in the notice offering possession, take possession of the said Unit from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and the Promoter shall, after satisfactory execution of such documents and payment by Allottee(s) of all the dues and subject to the

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Allottee(s) having complied with all the terms and conditions of this Agreement and allottee not being in default under any of the provisions of this Agreement and has complied with all provisions and formalities, give possession of the said Unit to the Allottee. In case the Allottee fails to take possession within the time provided in Para 7.2, such Allottee shall continue to be liable to pay maintenance charges as specified in Para 7.2.

If the Allottee(s) fails to take over the said Unit as aforesaid within the time limit prescribed by the Promoter in its notice, the said Unit shall lie at the risk and cost of the Allottee(s) and the Promoter shall have no liability or concern thereof. Further, in the event of his failure to take possession for any reasons whatsoever, he shall be deemed to have taken the possession of the said Unit on expiry of 30 days of offer of possession for the purpose of payment of maintenance charges or any other taxes, levies, outflows on account of the said Unit or for any other purpose.

Further, the Promoter shall not be responsible for any loss or damage to the fittings and fixtures in the said Unit on account of the Allottee(s) not taking possession of the Unit, as specified hereinabove.

**7.4 Possession by the Allottee** - After obtaining the occupancy certificate and handing over physical possession of the Unit to the Allottees, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, as per the applicable law. [Provided that, in the absence of any applicable law, the Promoter shall handover the necessary documents and plans, within thirty days after obtaining the completion certificate].

**7.5 Cancellation by Allottee**– The Allottee shall have the right to cancel/terminate his allotment in the Project as provided in the Act by following the procedure provided hereinafter.

In all cases where the Allottee wishes to withdraw from the Project and cancel/terminate his allotment, for any reason whatsoever, he shall intimate the Promoter about such wish, by way of a written notice and such

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cancellation/termination shall come into effect only upon expiry of a period of 90 (ninety) days from the date on which the said written notice is received by the Promoter and accordingly the 90<sup>th</sup> day shall be deemed to be the date of cancellation/termination of the allotment by the Allottee.

Provided that where the allottee proposes to cancel his allotment in the Project without any fault of the Promoter, the Promoter herein is entitled to forfeit the Earnest Money paid for the allotment. The Promoter shall inform the previous allottee of the date of re-allotment of the said Unit and also display this information on the official website of UP RERA on the date of re-allotment.

**7.6 Compensation** – The Promoter shall compensate the Allottee in case of any loss caused to him due to defective title of said Land, on which the Project is being developed, in the manner as provided under the Act and the claim for interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force.

Except for occurrence of a Force Majeure event, if the Promoter fails to complete or is unable to give possession of the Unit (i) in accordance with the terms of this Agreement, duly completed by the date specified in Para 7.1; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Promoter shall be liable, in case the Allottee wishes to withdraw from the Project and terminate/cancel his allotment, without prejudice to any other remedy available, to return the amount received by him in respect of the Unit, with interest at the rate equal to MCLR (Marginal Cost of Lending Rate) on home loan of State Bank of India+1%, including compensation in the manner as provided under the Act, within forty-five days from the date of such cancellation/termination.

Provided that where if the Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee interest at the rate prescribed in the Rules for every month of delay, till the handing over of the possession of the said Unit, which shall be paid by the Promoter to the Allottee within

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forty-five days of it becoming due.

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

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

- (i) The Promoter has clear and marketable title with respect to the said Land; the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;
- (ii) The Promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the Project;
- (iii) There are no encumbrances upon the said Land or the Project
- (iv) There are no litigations pending before any Court of law or Authority with respect to the said Land, Project or the Unit;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and said Unit are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Building and said Unit and common areas;
- (vi) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- (vii) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Land, including the Project and the said Unit which shall, in any manner, affect the rights of Allottee under this Agreement;
- (viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Unit to the Allottee in the manner contemplated in this Agreement;
- (ix) At the time of execution of the conveyance deed the Promoter shall

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handover lawful, vacant, peaceful, physical possession of the said Unit to the Allottee;

- (x) 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 said Land;
- (xi) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said Project to the competent authorities till the completion certificate has been issued or possession of said Unit has been handed over to the Allottee;
- (xii) 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 Land) has been received by or served upon the Promoter in respect of the said Land and/or the Project.

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

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

- (i) Promoter fails to provide ready to move in possession of the said Unit to the Allottee within the time period specified in Para 7.1 or fails to complete the Project within the stipulated time disclosed at the time of registration of the Project with the Authority.
- (ii) Discontinuance of the Promoter's business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made thereunder.

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

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- (i) Stop making further payments to Promoter as demanded by the Promoter. If the Allottee stops making payments, the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any interest; or
- (ii) The Allottee shall have the option of withdrawing from the Project and terminating/cancelling the allotment, in which case the Promoter shall be liable to refund the sum of money paid by the Allottee under any head whatsoever towards the purchase of the Unit, upon such termination coming into effect:

Provided that where an Allottee does not intend to withdraw from the project or terminate the Agreement, he shall be paid, by the promoter, interest at the rate equal to MCLR (Marginal Cost of Lending Rate) on home loan of State Bank of India +1%, till the handing over of the possession of the Unit.

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

- (i) If the Allottee(s) fail(s) to make payment of the amounts on the due dates/within the time prescribed in the Payment Plan opted by the Allottee(s), then the Promoter, at its sole discretion, may give a grace period of fifteen (15) more days but no more, to honour the obligation due, but if the Applicant(s) still fails to make the payment, then an interest of 12% p.a. of the sum so due shall be payable additionally for the period of delay
- (ii) In case the Allottee fails to make payments for 2 (two) consecutive payment milestones as per the Payment Plan annexed hereto, despite having been issued notice in that regard, the Promoter may cancel the allotment of the Unit in favour of the Allottee and refund the money paid to it by the Allottee after deducting the Earnest Money and the interest liabilities and this Agreement shall thereupon stand terminated; Provided that the Promoter shall intimate the Allottee

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about such termination at least thirty days prior to such termination.

**10. CONVEYANCE OF THE SAID UNIT:**

The Promoter, on receipt from the Allottee, of the **Total Sale Price** of the said Unit as per Para 1 of the Agreement and all other sums of money payable under this Agreement, shall execute a conveyance deed and convey the title of the said Unit together with proportionate indivisible share in the Common Areas within 3 (three) months from the date of issuance of the occupancy certificate or the completion certificate, as the case may be, to the Allottee. However, in case the Allottee fails to deposit the requisite stamp duty and/or registration charges within the period mentioned in the notice, the Allottee authorizes the Promoter to withhold registration of the conveyance deed in his/her favour till payment of stamp duty and registration charges to the Promoter is made by the Allottee.

**11. MAINTENANCE OF THE SAID BUILDING/UNIT/PROJECT:**

The Promoter shall maintain essential services in the Project either through itself or through any appointed agency (hereinafter referred to as "**Maintenance Agency**") till the taking over of the maintenance of the Project by the association of Allottees upon the issuance of the completion certificate of the Project. The cost of maintenance for 1 (one) year from the date of completion certificate has been included in the Total Sale Price of the Unit. However, if the association of allottees is not formed within 1 (one) year of completion certificate, the Promoter will be entitled to collect from the allottees maintenance charges, which will be fixed by the Promoter or its nominated Maintenance Agency from time to time depending upon the maintenance cost.

The maintenance, upkeep, repairs, lighting, security etc. of the said Project including landscaping and common lawns, water bodies and other common areas of the Project will be undertaken by the Promoter or its nominated Maintenance Agency. The Allottee(s) agrees and consents to the said

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arrangements. The Allottee(s) shall pay maintenance charges, which will be fixed by the Promoter or its nominated Maintenance Agency from time to time depending upon the maintenance cost.

The Allottee(s) agrees to pay the Interest Free Maintenance Security (IFMS) in order to secure adequate provision of the maintenance services and for due performance of the Allottee(s) in paying the maintenance charges and other charges as raised by the Promoter or its nominated maintenance agency from time to time. The Allottee(s) hereby agrees to pay the maintenance charges along with applicable taxes, cesses etc. to the Promoter/ the Maintenance Agency from the date of commencement of maintenance services by the Promoter/ the Maintenance Agency in the said Project, whether the actual physical possession of the said Unit is taken over by the Allottee(s) or not. Further, in order to smoothen the function and mechanism of payment of monthly Maintenance Charges, the Allottee(s) hereby authorizes the Promoter to consider/ treat the aforesaid **Interest Free Maintenance Security** as Advance Maintenance Charges for all purposes from the date of offer of possession of the said Unit and further the Allottee(s) hereby authorizes the Promoter/ Maintenance Agency, to be appointed for this purpose, to adjust the monthly Maintenance Charges along with applicable taxes, cesses etc. payable to the Promoter/ Maintenance Agency from the date of commencement of maintenance services in the said Project against the aforesaid Advance Maintenance Charges and hereby agrees that the Promoter/ Maintenance Agency shall not deliver the bills for the Maintenance Charges on monthly basis till such period the interest free Advance Maintenance Charges are fully exhausted. After the exhaustion of Advance Maintenance charges, the Allottee(s) hereby agrees to pay maintenance charges in respect of the said Unit regularly on monthly basis as per the Bills/ Invoices raised by such Maintenance Agency and in case of non-payment of maintenance charges within the time specified, the Allottee(s) shall pay maintenance charges along with interest at the rate of SBI MCLR+2% per annum. Further non-payment of maintenance charges shall also disentitle the Allottee(s) to the enjoyment of common services.

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The Allottee(s) agrees to pay the said interest free Maintenance Security as per the schedule of payment given in Agreement. The Allottee(s) hereby agrees to sign a separate Maintenance Agreement with the Maintenance Agency.

Subject to Clause 11.3 stated herein above, in case at any time, the Maintenance Services of the Project is handed over to the appointed Maintenance Agency/ Local Authority/ the Allottees Welfare Association of the Project, then the Promoter shall have the right to transfer the balance Advance Maintenance Charges after adjusting therefrom any outstanding maintenance bills and/ or other outgoings of the Allottee(s) to such Maintenance Agency/ Local Authority/ Allottees Welfare Association, as the Promoter may deem fit, and thereupon the Promoter shall stand completely absolved/ discharged of all its obligations and responsibilities concerning the interest free Maintenance Security or Advance Maintenance Charges including but not limited to issues of repayment, refund and/ or claims, if any, of the Allottee(s) on account of the same.

## **12. DEFECT LIABILITY:**

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the agreement for sale relating to such development is brought to the notice of the Promoter within a period of 5 (five) years by the Allottee from the date of handing over possession or the date of the obligation of the Promoter to give possession to the Allottee, whichever is earlier, it shall be the duty of the Promoter to rectify such defects without further charge, within 30 (thirty) days or any extended period required in respect thereof. However, Parties agree and confirm that the decision of the Promoter's architect shall be final in deciding whether there is any actual structural defect in the Unit or defective material used or regarding workmanship, quality or provision of service.

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**13. RIGHT OF ALLOTTEE TO USE COMMON AREAS AND FACILITIES SUBJECT TO PAYMENT OF TOTAL MAINTENANCE CHARGES:**

The Allottee hereby agrees to purchase the said Unit on the specific understanding that payment of maintenance charges is mandatory and Allottees right to the use of Common Areas shall be subject to timely payment of total maintenance charges, as determined and thereafter, billed by the maintenance agency appointed by the Promoter and performance by the Allottee of all his/her obligations in respect of the terms and conditions specified by the maintenance agency from time to time.

**13A. RIGHT TO ENTER THE SAID UNIT FOR REPAIRS:**

The Promoter/maintenance agency shall have rights of unrestricted access of all Common Areas, open/covered parking and parking spaces for providing necessary maintenance services and the Allottee agrees to permit the Promoter/maintenance agency to enter into the said Unit 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:**

**Use of Basement and Service Areas:** The basement(s) and service areas, if any, as located within said 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, fire-fighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces.

**15. GENERAL COMPLIANCE WITH RESPECT TO THE SAID UNIT:**

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

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

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

#### **16. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES:**

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

#### **17. ADDITIONAL CONSTRUCTIONS:**

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Authorized Signatory

Buyer

Buyer

The Promoter undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the building plan, layout plan, sanction plan and specifications, amenities and facilities has been approved by the competent authority(ies) and disclosed, except for as specifically provided in any preceding clauses of this Agreement.

**18. PROMOTER'S RIGHT TO MORTGAGE OR CREATE A CHARGE:**

The Allottee(s) hereby agrees that the Promoter shall have the right to raise finance/ loan from any Financial Institution/ Bank by way of mortgage/charge/securitization of his/her/their respective Unit or the receivables, if any, accruing or likely to accrue there from, subject to the Unit being made free of any encumbrances at the time of execution of its Conveyance Deed/ Sale Deed/ Transfer Deed, in favour of the Allottee(s) or his/her/their nominee. The Promoter/Financial Institution/Bank shall always have the first lien/charge on the Unit for all its dues and other sums payable by the Applicant(s) or in respect of the loan granted for the purpose of the development of the Project

**19. APARTMENT OWNERSHIP ACT OF UTTAR PRADESH:**

The Project is in accordance with the provisions of the Uttar Pradesh Apartment (Promotion of Construction, Ownership and Maintenance) Act, 2010.

**20. BINDING EFFECT:**

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement, on stamp papers of sufficient value as prescribed by applicable law, with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from

For M/s. Ekana Sportz City Pvt Ltd.

Authorized Signatory

Buyer

Buyer

the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub-Registrar Lucknow, UP as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default.

**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 Unit.

**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 said Unit and the Project shall equally be applicable to and enforceable against and by any subsequent allottees of the said Unit, in case of a transfer/assignment of this allotment to such subsequent allottee, as the said obligations go along with the said Unit for all intents and purposes.

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

The Promoter may, at its sole option and discretion, without prejudice to its  
For M/s. Ekana Sportz City Pvt Ltd.

rights as set out in this Agreement, waive the breach by the Allottee 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 that exercise of discretion by the Promoter in the case of one Allottee shall not be construed to be a precedent and /or binding on the Promoter to exercise such discretion in the case of other Allottees.

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 has to make any payment, in common with other Allottee(s) in Project, the same shall be the proportion which the carpet area of the Unit bears to the total carpet area of all the Units in the Project.

**27. FURTHER ASSURANCES:**

Both Parties agree that they shall execute, acknowledge and deliver to the For M/s. Ekana Sportz City Pvt Ltd.

Authorized Signatory

Buyer

Buyer

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.

**28. PLACE OF EXECUTION:**

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place in Lucknow, which may be mutually agreed between the Promoter and the Allottee, after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar, Lucknow, UP. Hence this Agreement shall be deemed to have been executed at Lucknow.

**29. NOTICES:**

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

**ALLOTTEE:**

**Name of the Allottee** \_\_\_\_\_

**Allottee's  
Address** \_\_\_\_\_

**PROMOTER: M/s Ekana Sportz City Pvt. Ltd  
2<sup>nd</sup> Floor, Eldeco Corporate Chamber II, TC-58 /59 V,  
Vibhuti Khand, Gomti Nagar,  
Lucknow-226010**

For M/s. Ekana Sportz City Pvt Ltd.

Authorized Signatory

Buyer

Buyer

It shall be the duty of the Allottee and the Promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the Promoter or the Allottee, as the case may be.

**30. JOINT ALLOTTEES:**

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

**31. SAVINGS:**

Any application letter, allotment letter, Agreement, or any other document signed by the Allottee, in respect of the said Unit, prior to the execution and registration of this Agreement for Sale for such Unit shall not be construed to limit the rights and interests of the Allottee under the Agreement for Sale or under the Act or the rules or the regulations made thereunder.

**32. GOVERNING LAW:**

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

**33. DISPUTE RESOLUTION:**

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled through the adjudicating officer appointed under the Act or

For M/s. Ekana Sportz City Pvt Ltd.

through process of Arbitration at the joint option of the Parties, by sole arbitrator, whose award shall be final and binding on parties. The arbitration proceedings shall be governed by the Arbitration & Conciliation Act, 1996 and/or any statutory amendments/ modifications thereof for the time being in force. The arbitration proceedings shall be held at an appropriate location in Lucknow. Courts in Lucknow shall have the exclusive jurisdiction in case of any dispute arising out of this Agreement.

- 34. The allottee shall be liable to pay the stamp duty on this Agreement for Sale and on the conveyance deed to be executed subsequently. Allottee shall also be liable to pay the expenses towards registration fees and all other legal expenses and incidental charges required for executing and registering this Agreement for Sale and the conveyance deed to be executed subsequently.

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

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

Allottee: (including joint buyers)

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

Name \_\_\_\_\_

Address \_\_\_\_\_

<p>Please affix photograph and  sign across the photograph</p>
--

For M/s. Ekana Sportz City Pvt Ltd.

Authorized Signatory

Buyer

Buyer

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

Name\_\_\_\_\_

Address\_\_\_\_\_

Please affix  
photograph  
and  
sign across  
the  
photograph

For M/s. Ekana Sportz City Pvt Ltd.

Authorized Signatory

Buyer

Buyer

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

Promoter:

(1) Signature (Authorised Signatory) \_

Name\_\_\_\_\_

Address\_\_\_\_\_

At\_\_\_\_\_on\_\_\_\_in the presence of:

Please affix  
photograph  
and  
sign across  
the  
photograph

**WITNESSES:**

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

Name\_\_\_\_\_

Address\_\_\_\_\_

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

Name\_\_\_\_\_

Address\_\_\_\_\_

For M/s. Ekana Sportz City Pvt Ltd.

Authorized Signatory

Buyer

Buyer

**Schedule A**

**Description of the Unit along-with boundaries in all four directions:-**

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**Schedule B**

Floor plan of the Unit

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**Schedule C**

**Break-up of the Total Sale Price of the Unit**

For M/s. Ekana Sportz City Pvt Ltd.

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Buyer

Buyer

**SCHEDULE D**  
**PAYMENT PLAN**

For M/s. Ekana Sportz City Pvt Ltd.

Authorized Signatory

Buyer

Buyer

**Schedule E**

Specifications, amenities, facilities (which are part of the Unit)

For M/s. Ekana Sportz City Pvt Ltd.

Authorized Signatory

Buyer

Buyer

**Schedule F**

Specifications, amenities, facilities (which are part of the Project)

For M/s. Ekana Sportz City Pvt Ltd.

Authorized Signatory

Buyer

Buyer