

## PROFORMA FOR AGREEMENT FOR SALE

This AGREEMENT FOR SALE (hereinafter referred to as "Agreement"), is executed on this \_\_\_ day of \_\_\_\_\_

### BY AND BETWEEN

Eldeco Housing and Industries Ltd (CIN L45202HR1985PLC132536), a Company registered under the Companies Act, 1956 having its registered office at Shop No S-16, Second Floor, Eldeco Station 1, Site no -1, sector 12, Faridabad-121007, Haryana and corporate office at 2<sup>nd</sup> Floor, Eldeco Corporate Chamber-1, Vibhuti Khand, (opposite to Mandi Parishad), Gomti Nagar, Lucknow (PAN AAACE4554G), represented by its authorized signatory \_\_\_\_\_ authorized vide board resolution dated \_\_\_\_\_ hereinafter referred to as the "Promoter" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the said Promoter and its successor-in-interest, and permitted assigns) being party of the First Part:

### AND

#### (If allottee is an individual)

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

2- Mr./ Ms./ Mrs. \_\_\_\_\_ (Aadhar No. \_\_\_\_\_ & PAN No. \_\_\_\_\_), W/o/ Son/ daughter of \_\_\_\_\_, residing at \_\_\_\_\_ (herein after jointly/ collectively referred to as the Allottee which shall unless repugnant to the context or meaning thereof be deemed to mean and include the allottee and his/her heirs, executors, administrators, successors-in-interest and permitted assigns) being party of the Second Part;

### OR

#### (if the allottee is a company)

M/s \_\_\_\_\_ (CIN: \_\_\_\_\_ (PAN: \_\_\_\_\_) a company incorporated under the companies act, 1956 having its registered office at \_\_\_\_\_ (herein after referred to as "allottee" which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) acting through its duly authorized signatory \_\_\_\_\_ authorized via resolution passed in the meeting of board of directors held on \_\_\_\_\_, being party of Second part;

### OR

**Eldeco Housing & Industries Ltd.**

(if the allottee is a partnership)

M/s \_\_\_\_\_ (PAN: \_\_\_\_\_) A Partnership firm registered under the provisions of the Indian Partnership Act, 1932 having its principal place of business at \_\_\_\_\_ (hereinafter referred to as the "Allottee" which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include all the partners and heirs and legal representatives of the last surviving partner) acting through its duly authorized partner Mr. \_\_\_\_\_, being party of the Second Part;

OR

(if the allottee is HUF)

M/s \_\_\_\_\_ (PAN \_\_\_\_\_) an HUF Firm having its office at \_\_\_\_\_, through its duly authorized Karta Mr. \_\_\_\_\_, having permanent Account Number \_\_\_\_\_, (herein referred to as "Allottee", which expression shall, unless repugnant to the context or meaning thereof, include all the coparceners/ members of the said HUF and their legal heirs, executors, legal representatives and successors, being party of the Second Part;

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

## INTERPRETATIONS / DEFINITIONS:

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

- a) "Act" means the Real Estate (Regulation and Development) Act, 2016 (16 of 2016);
- b) "Authority" means Uttar Pradesh Real Estate Regulatory Authority.
- c) "Government" means the Government of Uttar Pradesh;
- d) "Rules" means the Real Estate (Regulation and Development) (Amendment) Rules, 2016 as amended from time to time;
- 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 (herein "LDA") vide Permit no. \_\_\_\_\_, dated \_\_\_\_\_ has approved the layout plan on land admeasuring approx. \_\_\_\_\_ sqmtr. (approx. \_\_\_\_\_ acres) situated at \_\_\_\_\_, Lucknow, Uttar Pradesh (herein referred to as the 'Total Land') to M/s Eldeco Housing and Industries Ltd. ("Promoter").
- B. The Promoter is developing the Total Land under the name and style of "Eldeco Solano Gardens" (herein "Township"), which inter - alia includes plotted development, independent built-up Villas, commercial area, schools, Group Housing plot, EWS/LIG, club, green area etc .
- C. The Total Land is owned by Ascendancy Constructions Pvt Ltd, Carnation Realtors Pvt Ltd, Facility Construction Pvt Ltd, Garv Constructions Pvt Ltd and Khwahish Constructions Pvt Ltd (hereinafter referred as 'Landowner'). The Landowner and the Promoter have entered into a Consortium Agreement(s), which is duly registered at the office of the concerned Sub-Registrar, Lucknow. The Promoter being a lead member is entitled to develop, market, sell the

- unit/plots/villas/commercial area/Group Housing/school etc falling in the Township. The details of the Sale deed(s) and Consortium Agreement are attached herewith as Schedule \_\_\_\_.
- D. The Promoter has registered the Township under the provisions of Real Estate (Regulation & Development) Act, 2016 read with Uttar Pradesh Real Estate Registration Rules and UPRERA has granted Registration on \_\_\_\_\_ vide registration bearing no. UPRERAPRJ\_\_\_\_\_.
- E. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the Total Land on which Township is to be constructed have been completed;
- F. The Promoter has obtained the layout plan, sanctioned plan, and all necessary approvals for the Township from the LDA. The Promoter has given inspection to the Applicant/s and displayed at its offices all available approvals/permissions, including the approved layout plan of the Township. The said approvals are available at site and Head office of the Promoter. The Promoter agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with Section 14 of the Act and other laws as applicable;
- G. The Applicant/s vide this application ("Application") applies for booking of a residential Plot in the Township as detailed in Schedule \_\_\_\_ (herein "Plot") along with (i) pro rata right in the common areas ("Common Areas") as defined under clause (d) of Rule 2(1) of U.P. Real Estate (Regulation & Development) Rules, 2016 at such Price and other charges as specified in Schedule \_\_\_\_ (herein "Total Price").
- H. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein.
- I. The Allottee/s shall be entitled to use the Common Areas on such terms and conditions as may be stipulated from time to time by the Promoter or Maintenance Agency or Association of allottees (herein "Association"), which will be comprising of all the allottees of the Township.
- J. The Allottee/s acknowledge and accepts that the commercial area, GH plots. EWS/LIG area and club of the Township are not part of the common areas and the Promoter shall be entitled to deal with them in a manner it may deem fit and proper at its sole discretion including but not limited to leasing, selling or creating third party rights thereon. It is further clarified that the allottee(s) of residential plots/villas in the Township will be entitled to use the facilities of the Club, which is being planned in the Township on such terms and conditions as may be formulated by the Promoter. The Promoter reserves the right to develop and operationalize the commercial area, GH Plots, school, club and community sites as per its sole discretion.
- K. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Township.
- 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 Plot as specified in Para G.

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

## **1. TERMS**

- 1.1 The Total Price for the Plot is mentioned in the Schedule \_\_\_\_.**

## Explanation:

- (i) The Total Price includes the Application Money booking amount paid by the Allottee to the Promoter towards the Plot;
- (ii) The Total Price includes taxes (consisting of tax paid or payable by the Promoter by way of GST and other taxes which may be levied, in connection with the development of the Township by whatever name called) up to the date of offer of possession of the Plot to the Allottee. Provided that in case there is any change/modification in the applicable Taxes including increase/imposition of new Taxes, or the introduction of any fresh duty, cess, levy or surcharge, whether with prospective or retrospective effect, the subsequent amount payable by the Allottee to the Promoter shall be increased/ reduced based on such change/ modification.

Provided further that any increase in Taxes, whether with prospective or retrospective effect, after the expiry of the scheduled date of completion of the Project (including any extension granted by the Authority under the Act) shall be payable by the Allottee. The Promoter shall, while raising such demand, enclose the relevant notification, order, rule, regulation, or justification along with the demand letter.

- (iii) The Promoter shall intimate in writing to the Allottee, the amount payable as stated in (i) & (ii) above and the Allottee shall make payment demanded by the Promoter within the time and in the manner specified therein. In addition, the Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the acts/ rules/ notifications together with dates from which such taxes/ levies etc. have been imposed or become effective;
- (iv) The Total Price of Plot includes recovery of price of land, construction of Common Areas, cost of providing electrical connectivity to the Plot, water line connectivity to the Plot, external development charges, taxes/fees/charges/levies etc. and includes cost for providing all other facilities and amenities as agreed by Promoter to be provided in the Plot.
- (v) The Total Price is escalation- free, save and except increases which the Allottee hereby agrees to pay, due to increase on account of external development charges/development fee/charges/taxes payable to the competent authority and/ or farmer compensation or any other increase/new imposition in fee/charges which may be levied or imposed by the competent authority or from any order of Honorable High Court/Supreme Court or Government/Board of Uttar Pradesh from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee on account of new imposition/increase in development fee, external development charges cost/ charges imposed by the competent authorities, the Promoter shall enclose the said notification/ order/ rule/ regulation/justification to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments. Provided that if there is any new imposition or increase of any development fee/charges after the expiry of the scheduled date of completion of the Township as per registration with the Authority, which shall include the extension of registration, if any, granted to the Township by the Authority, as per the Act, the same shall be payable by Allottee. The Promoter shall, while raising such demand, enclose the relevant notification, order, rule, regulation, or justification along with the demand letter.
- (vi) The Allottee acknowledge and accepts that Promoter has informed & showed him/her that as per the present understanding received from consultants, GST is not payable on sale of the Plot or on this transaction, and accordingly none is being charged by Promoter. However, if the competent authorities/court in future conclude that GST is payable on sale of the Plot or on this transaction and imposes any interest or other penalty thereon then the same shall be borne and payable by the Allottee. The Allottee further confirms that the Promoter shall have the charge on the Plot in respect of any amount outstanding and payable by the Allottee in terms of this Agreement.

- 1.2 The Allottee shall make the payment as per the payment plan set out in Schedule \_\_\_\_ (“\_\_\_\_\_”).
- 1.3 The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee by discounting such early payments @ 8 % per annum for the period by which the respective installment has been advanced. The provision for allowing the rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.
- 1.4 The final plot area of the Plot shall be intimated to the Allottee after the completion certificate of Township is applied for or granted by the competent authority. The Total Price payable for the Plot shall be recalculated upon confirmation by the Promoter. If there is reduction in plot area, then the Promoter shall adjust the excess money as per the next milestone of the Payment Plan as provided in Schedule \_\_\_\_. If there is an increase in the plot area of Plot the Promoter may demand that from the Allottee as per the next milestone of the payment plan as provided in Schedule \_\_\_\_.
- 1.5 Subject to Para below the Promoter agrees and acknowledges that, the Allottee shall have the right to the Plot as mentioned below:
- (i) The Allottee shall have exclusive ownership of the Plot.
  - (ii) The Allottee shall also have undivided proportionate right to use the Common Areas. Since the right of Allottee in Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other occupants, maintenance staff, etc. of the Township without causing any inconvenience or hindrance to them. It is clarified that the Promoter shall handover the Common Areas to the Association/Local authorities after duly obtaining the completion certificate from the competent authority or as provided in the applicable laws.
  - (iii) The Allottee has the right to visit the Project site to assess the extent of development of the Township and his/her/their Plot.
- 1.6 The Promoter agrees to pay all outstanding payments related to the Plot before offering the physical possession of the Plot to the Allottee, which it has collected from the Allottee, for the payment of outstanding (including land cost, municipal or other local taxes, charges for water or electricity, 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 Township). If the Promoter fails to pay all or any of the outstanding collected by it from the allottees or any liabilities, mortgage loan and interest thereon before transferring the Plot to the allottees, the Promoter agrees to be liable, even after the transfer of the Plot to pay such outstanding and penal charges, if any, to the Authority or persons to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefore by such authority or person.
- 1.7 The Allottee has paid an Advance Money/booking amount being part payment towards the Total Price of the Plot the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Plot as prescribed in the Payment Plan (Schedule \_\_) 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/she shall be liable to pay interest at the rate mentioned in Schedule \_\_\_\_.

## 2 **MODE OF PAYMENT:**

Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee shall make all payments, on written demand by the Promoter, within the stipulated

time as mentioned in the Payment Plan (Schedule \_\_) through A/c Payee cheque/demand draft/bankers cheque or online payment (as applicable) in favour of "Eldeco Housing and Industries Limited".

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

- 3.1** The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made there under or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/ sale/ transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfill its obligations under the Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or the statutory enactments or amendments thereof and the rules and regulations of the Reserve Bank of India or any other applicable law. In the event of any failure on the part of Allottee to comply with the applicable guidelines issued by the Reserve Bank of India, then he/she may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.
- 3.2** The Promoter shall not be liable in regard to matters specified in Para 3.1 above. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of the Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities, if any, under the applicable laws. The Promoter shall not be responsible towards any third-party making payment/remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the Plot 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 Plot in his/her name and the Allottee undertakes not to object/demand/direct the Promoter to adjust his/her payments in any manner.

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

The Promoter shall abide by the time schedule for completing the Township as disclosed at the time of registration of the Township with the Authority and towards offer of possession of the Plot to the Allottee and the Common Areas to the Association or to the competent authority, as the case may be. Similarly, the Allottee shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under this Agreement subject to the simultaneous completion of construction/development by the Promoter as per the Agreement.

### **6. DEVELOPMENT OF THE TOWNSHIP:**

The Allottee has seen the approved layout plan, amenities and facilities of the Township where the Plot is located and has accepted the payment plan. The Promoter shall develop the Township in accordance with the approved layout plan. Subject to the terms in the Agreement, the Promoter undertakes to strictly abide by such layout plan approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the UPSIDA and shall not have an option to make any variation/alteration/modification in such layout plan, other than in the manner provided under the Act/Rules, and breach of this term by the Promoter shall constitute a material breach of the Agreement.

## 7. POSSESSION OF THE PLOT:

7.1. **Schedule for possession of the Plot:** The Promoter agrees and understands that timely offer of possession of the Plot as per Schedule \_\_\_\_\_ to the Allottee and the common areas to the Association or the competent authority, as the case may be, is the essence of the Agreement. The Promoter assures to offer possession of the Plot on the agreed date, unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake, lockdown, pandemic or any other calamity affecting the regular development of the Township or reasons beyond the control of the Promoter ("Force Majeure"). If, however, the completion of the Township is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for offer of possession of the Plot. 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 Township due to Force Majeure conditions, then the allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter. 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 right, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under the Agreement. The Township may have inclusion of additional land parcels as per the norms, as such after completion of entire common areas and facilities including those of the additional area same will be handed to the Association. The Promoter shall not charge more than the normal maintenance charges from the allottee/s.

## 7.2. PROCEDURE FOR TAKING POSSESSION:

The Promoter, upon obtaining applying /obtaining completion certificate or such certificate by whatever name called/issued from the Competent Authority of 'Development Work of Plot' (*defined hereinafter*), shall offer in writing the possession of the Plot, to the Allottee in terms of this Agreement within two months from the date of issue/applying of completion certificate. For the purpose of this Agreement, 'Development Work of Plot' hereinafter shall mean the provision of (i) internal road connecting the Plot to the public road, (ii) Sewer line outside the Plot, (iii) water supply line outside the Plot, (iv) provision of the electricity line the Plot and (iv) storm water drains outside the Plot.

[Provided that, in the absence of local law, the Conveyance Deed/Sale Deed in favour of the Allottee shall be carried out by the Promoter within 3 months from the date of issue of Completion Certificate]. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agrees to pay the maintenance charges as determined by the Promoter after 60 days from the date of offer of possession of the Said Unit or from the date of physical possession, whichever is earlier.

## 7.3. FAILURE OF ALLOTTEE TO TAKE POSSESSION:

Upon receiving a written intimation from the Promoter as per Para 7.2, the Allottee shall take possession of the Plot from the Promoter by executing necessary conveyance/sale deed, indemnities, undertakings and such other documentation as prescribed in the Agreement, and the Promoter shall give possession of the Plot to the Allottee. In case the Allottee fails to take possession within the time provided in Para 7.2, such Allottee shall be liable to pay to the Promoter, Holding charges and Safeguarding charges as mentioned in Schedule \_\_ for the period beyond 90 days till actual date of possession of Plot in addition to maintenance charges as specified in Para 7.2. The term "Holding charges" mean the administrative cost incurred by the Promoter to hold the Plot, if the Allottee fails to possession of the Plot in terms of this Agreement

and the term "Safeguarding charges" means the cost incurred to guard the Plot against encroachments/trespassing by the third party (ies), in case Allottee fails to take possession of the Plot in terms of this Agreement.

#### 7.4 POSSESSION BY THE ALLOTTEE:

After handing over physical possession of the Plot to the Allottee, it shall be the responsibility of the Promoter to handover the necessary documents and plans, including the Common Areas, to the Association or the competent authority, as the case may be, as per the applicable law. The Promoter shall hand over the necessary documents and plans, including Common Areas to the Association or the competent authority, as the case may be, within thirty days after obtaining the completion certificate/occupancy certificate (as applicable) of the entire Project.

#### 7.5 CANCELLATION BY ALLOTTEE:

The Allottee shall have the right to cancel/withdraw his/her allotment in the Township as provided in the Act. Provided that where the Allottee, proposes to cancel/withdraw his/her/their Plot without any fault of the Promoter, the Promoter herein is entitled to forfeit the booking amount being 10 % of the Basic Price paid for the allotment as well as 'Non-Refundable Amount'. Non Refundable Amount shall mean (i) Interest on any overdue payments; and (ii) brokerage paid by the Promoter to the broker in case the booking is made through a broker and (iii) any taxes paid by Promoter to the statutory authorities and (iv) amount of stamp duty and registration charges to be paid on registration of the Agreement, if Agreement to Sale is registered and (v) administrative charges as per Promoter policy; (vi) any other taxes, charges and fees payable by the Promoter to the government authorities.

The Promoter shall refund the balance amount of money paid by the Allottee from the sale proceeds as and when realized from re-allotment of the Plot. In the event Allottee is untraceable and/or unreachable and /or does not accept refund amount, in such case the Promoter shall not be responsible in any manner, whatsoever. If, for any reason, the re-allotment or sale realization from such re-allotment is delayed, the refund to the Allottee shall be accordingly delayed without any claim towards interest/compensation for such delay. The Promoter shall inform the date of re-allotment of the Said Unit & also display this information on the official website of UP RERA regarding the date of re-allotment, whenever feasible.

#### 7.6 COMPENSATION:

The Promoter shall compensate the Allottee in case of any loss caused to him/her/their due to defective title of the land, on which the Township 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 Events*, Court orders, Government policy /guidelines, decisions, pandemic, law and order, reasons beyond the control of the Promoter and non-compliance of the terms and conditions by Allottee, if the Promoter fails to complete or is unable to give offer of possession of the Plot for Residential usage.

- (i) in accordance with the terms of the Agreement, duly completed by the date specified in para 7.1; or
- (ii) due to discontinuance of his business as a developer on account of suspension or

revocation of the registration under the Act; or for any other reason; the Promoter shall be liable, on demand by the Allottee, in case the Allottee wishes to withdraw from the Township, without prejudice to any other remedy available, to return the total amount received by him/her in respect of the Plot for Residential usage,

Provided that if the Allottee does not intend to withdraw from the Township, the Promoter shall pay the Allottee compensation for every month of delay at the rate of Rs 5/- per sq. yds of the Plot area per month, till the offer of the possession of the Plot. It is expressly clarified and agreed that except the aforesaid compensation, nothing is payable by the Promoter on any head/account whatsoever towards delay in offer of possession.

It is expressly clarified and agreed that (i) no compensation/interest is payable on the amount/s received towards the stamp duty, registration fee, applicable taxes, TDS, deposits, charges, applicable taxes etc. (ii) nothing shall be payable by the Promoter beyond the date of written offer of possession of the Plot, for any reason whatsoever, irrespective of the Allottee not taking possession of the Plot and if the Allottee does not intend to withdraw from the Plot, the Promoter shall pay the Allottee the compensation for every month of delay, till the offer of possession of the Plot, which shall be paid by the Promoter to the Allottee within forty-five days of it becoming due.

## 8 REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

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

- i. The Promoter has clear and marketable title with respect to the Total Land and has the requisite rights to carry out development upon the Total Land and also has actual, physical and legal possession of the Total Land for the implementation of the Township;
- ii. The Promoter has lawful rights and requisite approvals from the competent authority to carry out development of the Township;
- iii. There are no encumbrances upon the Total Land/Township;
- iv. There are no litigation(s) pending before any Court of law or Authority with respect to the Total Land, Township or the Plot to the best of the Promoter's knowledge as on the date of this Agreement.
- v. All approvals, licenses and permits issued by the competent authorities with respect to the Township, Total Land and Plot are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all Applicable Laws in relation to the Township, Total Land and Plot.
- 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 with any person or party with respect to the Township / Total Land/Plot which will, 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 Plot to the Allottee in the manner contemplated in this Agreement;
- ix. At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the Plot to the Allottee.
- x. The Plot 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 Plot.
- xi. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the Plot to the Allottee in the manner contemplated in this Agreement

- xii. The Promoter has duly paid and shall continue to pay and discharge all government dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the Township to their competent authorities till the completion certificate/occupancy certificate (as applicable) has been issued and possession of Plot (equipped with all the specifications, amenities and facilities as per this Agreement) has been handed over to the allottees.
- xiii. To the best of the Promoter's knowledge 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 Total Land) has been received by or served upon the Promoter in respect of the Total Land and/or the Township. Subject to the Force Majeure clauses, default caused by non-compliance of the Agreement by the Allottee, the Promoter shall be considered under a condition of default, in the following events.
- (i) Promoter fails to offer possession of the 'ready to move in' (defined in para 7.2 above) Plot to the Allottee within the time period specified in Para 7.1 or fails to complete the Township within the stipulated time disclosed at the time of registration of the Township 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.

8.2 (i) In case of default by Promoter under the conditions listed 8.1(i) above a non-defaulting Allottee is entitled to 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 for which payment is demanded, and only thereafter the Allottee will be required to make the next payment for the applicable construction milestone. However, the Allottee shall have the option to terminate the Agreement only incase Promoter fails to offer possession of Plot even after lapse of 6 months from the time period as specified in Schedule \_\_\_\_\_.

(ii) In case of default by Promoter under the conditions listed 8.1(ii) above a non-defaulting Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of Plot;

Provided that where an Allottee does not intend to withdraw from the Township or terminate the Agreement he/she/they shall be paid, by the Promoter, the compensation for every month of delay till offering possession of the Plot which shall paid by the Promoter to the Allottee within 45 days of it becoming due.

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

- (i) In case the Allottee fails to make payment demanded by the Promoter as per the payment plan annexed here to (Schedule \_\_\_), despite having been issued notice in that regard, the Allottee shall be liable to pay simple interest to the Promoter on the unpaid amount at the rate of 10 % p.a.
- (ii) The Allottee commit/s any default and/ or breach of the terms and conditions of this Agreement.
- (iii) In case of default by Allottee under the condition listed above continuous for a period beyond 2(two) consecutive months despite notice from the Promoter in this regard, the Promoter may cancel the allotment of the Plot and refund the money paid to it by the Allottee after deducting the booking amount as well as Non Refundable Amount (defined in para 7.5 above) out of the sale proceeds, when realized from the re-allotment of the Plot. The Promoter must not be in default to take this benefit. Provided that the Promoter shall intimate the Allottee about such termination at least 30 days prior notice to such termination.

## 9 TRANSFER/CONVEYANCE OF THE PLOT:

- (i) Subject to the terms of the Agreement and norms of UPSIDA and subject to the Allottee clearing all dues including interest, taxes, levies, etc. if any, at any time prior to the execution of the Sale/Conveyance Deed, the Allottee may transfer or substitute or nominate a third party and may get the name of his/her/their transferee or nominee substituted in his/her/their place. The Promoter may permit such transfer/substitution/nomination on such conditions as it may deem fit and proper and in accordance with the applicable laws, notifications, governmental directions, guidelines issued by UPSIDA, if any, in this regard. Such transfer/substitution/nomination shall be permitted only upon payment of administrative charges & transfer charges (taxes extra) as per the prevailing policy of the Promoter in this regard and upon the Allottee providing necessary documents for transfer/substitution/nomination as per the policy/guidelines of the Promoter. It is clarified that (i) stamp duty and registration charges as applicable on such transfer substitution/nomination and (ii) charges, fee, etc. if any imposed/levied/charged by UPSIDA/Association or any other authority on such transfer/substitution/nomination shall be paid by the Allottee/third party transferee.
- (ii) At any time after execution of Agreement to sale/allotment of the Plot, administrative fees of Rs. 25000/- (Rupees Twenty-Five Thousand only) [taxes extra] shall be payable in case such nomination/transfer is in favour of the spouse or child, parents of the either Allottee. The cost/fee/charges/duty for execution/registration of such documents to affect such transfer post approval of the Promoter shall be borne and payable by the Allottee. However, for such transfer, the permission from both the Joint Allottee is mandatory.
- (iii) The Promoter, on receipt of Total Price of the Plot as per para 1.1 from the Allottee and other charges including maintenance as per Schedule \_\_, shall execute a sale/conveyance Deed and convey the title of the Plot within 3 months from the date of issuance/application of the completion certificate of Township.
- (iv) The Allottee shall also be liable to pay to UPSIDA or any other authority the fees/charges, if imposed on account of failure to get the sale/conveyance deed registered.

However, in case the Allottee fails to deposit the stamp duty and /or registration charges within the period mentioned in the notice, the Allottee authorizes the Promoter to withhold registration of the sale/conveyance deed in his/her favor till payment of stamp duty and registration charges to the Promoter is made by the Allottee.

## 10 MAINTAINANCE OF THE PLOT/TOWNSHIP:

- (i) Upon payment of Common Area Maintenance (CAM) charges, the Promoter shall be responsible to provide and maintain essential services in the Township till the taking over of the maintenance of the Township by the Association or local authority, as the case may. The tentative cost of such maintenance has been mentioned in Schedule \_\_\_\_. The Promoter shall be entitled to revise the CAM charges from time to time and adjust any defaults in payment of CAM charges from the pool of Interest Free Maintenance Security (IFMS) paid by all the allottees of the Township. The Association shall be required to take over the maintenance and management of common areas and common assets of the Township as per the Act. The IFMS pool, net of cumulative defaults, shall be transferred to the Association.
- (ii) The Allottee agrees to join an association of allottee/s of the Township for maintenance and management of common areas and common facilities of the Township and accordingly shall pay maintenance charges. For the purposes of avoidance of doubt, it is clarified that the maintenance charges shall commence on expiry of 60 (sixty) days from the date of written offer of possession of Plot, regardless of whether the Allottee has taken such possession or not.

**11 DEFECT LIABILITY:**

It is agreed that in case any defect in workmanship, quality or provision of service or any other obligations of Promoter as per the agreement 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 offer possession of Plot, it shall be the duty of the Promoter to rectify such defect without further charge, within thirty days, and in the event of Promoters failure to rectify such defect within such time, the aggrieved allottees shall be entitled to receive appropriate compensation in the manner as provided under the Act. The Promoter shall not be liable to rectify any defects attributable to the negligence by the Allottee and/or other allottee/s.

**12 RIGHT TO ENTER THE PLOT FOR REPAIRS:**

The Promoter/ maintenance agency/ Association/Competent Authority shall have rights to enter into Plot, if required for any maintenance related works after giving due notice unless the circumstances warrant otherwise.

**13 USAGE:**

The service areas, if any, as located within the Township shall be earmarked for purposes such as services including but not limited to electric substation, transformer, water tanks, pump rooms, maintenance and service rooms, firefighting equipment(s), etc. and other permitted uses as per sanctioned plan. The Allottee shall not be permitted to use the services areas and in any manner whatsoever other than those earmarked and the said service areas shall be reserved for use by the Promoter for rendering maintenance services.

**14 GENERAL COMPLIANCE WITH RESPECT TO THE PLOT:**

- (i) The Allottee after taking possession shall be solely responsible to maintain the Plot as well as construction thereon at his/her/their own cost and expenses, and shall not do anything which may be in violation of any laws or rules of any authorities.
- (ii) The Allottee shall not put any sign-board/name-plate, neon light, publicity material or advertisement material, etc. on the face and facade of building to be constructed on the Plot or anywhere on the exterior of the Township or Common Areas. Further the Allottee shall not store any hazardous or combustible goods in the Plot and/or in the building to be constructed on the Plot.
- (iii) The Allottee shall have to directly take individual connection for his/her/their Plot and building to be constructed thereon from the electricity distribution company at its own cost and expenses. The Promoter is not under obligation to provide electrical connection to the Plot, however, if the electrical connection is facilitated by the Promoter, then the proportionate cost/expenses of such facilitation shall be borne and payable by the Allottee.
- (iv) The Allottee shall have no right and interest in the community sites, schools/ commercial area/space, club, etc. of the Township and the Promoter shall have sole right and absolute discretion to sell/transfer/mortgage, decide the usage, manner and method of disposal of the same on such terms and conditions, as it may deem fit and proper.
- (v) The Allottee under no circumstances shall install DG/any other equipment in the Common Areas of the Township. The Allottee shall make at his/her/their cost and expenses own arrangement for power back up to the Plot and building to be constructed thereon.

- (vi) The Allottee shall alone be liable for the safety, security /insurance of his/her/their goods and belonging in Plot as well as building to be constructed on the Plot at his/her/their own cost and expenses and in no manner Promoter of Maintenance Agency shall be responsible in this regard.
- (vii) The Allottee agrees and understands that the allotment of the Plot is on 'as is where is' basis including its levels. However, the level of Plot shall not be more than 2 ft. below the abutting road. In case the level of the Plot is lower than the specified 2 ft. then the Promoter shall reimburse the equivalent amount of cost of earth filling to the Allottee/or the Promoter shall undertake earth filling level upto 2 ft below the abutting road. Beyond the specified 2 ft. level, it shall be the responsibility of the Allottee to do the earth filling at his/her own cost and expenses.
- (viii) The Allottee agrees and understands that any requirement as to the provision of rain water harvesting system as per the applicable norms on the Plot shall be complied by the Allottee on its/her/his own cost without casting any liability on the Promoter.

**15 ADDITIONAL CONSTRUCTIONS:**

The Promoter undertakes that it has no right to make additions anywhere in the Township after the layout plan has been approved by the competent authority(ies) and disclosed, except for as provided in the Act/applicable laws. The Promoter shall have right to add further land parcels ("Additional Area") contiguous to the Township as per the applicable norms/applicable laws/Act. It is clarified that the trunk services viz sewer line, water line, STP, drainage, electricity line and roads etc. of the Additional Area shall be integrated and interlinked with trunk services of the Township. The Allottee acknowledge and accept the aforesaid integration of the Additional Area with the Township as well as integration of its trunk services and further consent not to raise any dispute/claim/objection in this regard in any manner, whatsoever.

**16 PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:**

After the Promoter execute the Agreement, it shall not mortgage or create a charge on the Plot and if such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of Allottee who has taken or agreed to take such Plot. The Promoter may raise finance for construction or otherwise by mortgaging the un-allotted plots/villas/commercial area/community site/saleable area in the Township and receivables therefrom.

**17 METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO:**

Wherever in the application/allotment, it is stipulated that the Allottee has to make any payment in common with other allottee(s) in Township, the same shall be derived and determined on the basis of the plot area of the Plot.

**18 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.

**19 BINDING EFFECT:**

Forwarding the 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 the Agreement with all the schedules along with the payment due as stipulated in the Payment plan within 30 days from the date of receipt by the Allottee and secondly, the Allottee appears for

registration of the same before the concerned Sub Registrar, Lucknow as and when intimated by the Promoter.

**19. ENTIRE AGREEMENT:**

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

**20. RIGHT TO AMEND**

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

**21. 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 Plot and the Project shall equally be applicable to and enforceable against and by any subsequent allottees of the Plot in case of a transfer, as the said obligations go along with the Plot for all intents and purposes.

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

22.1 The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in the Agreement waive the breach by the Allottee in not making payments as per the Payment Plan (Schedule IV) including waiving the payment of interest for delayed payment. It is made clear so agreed by the Allottee that exercise of discretion by the Promoter in the case of one allottee shall not be construed to be precedent and/or binding on the Promoter to exercise such discretion in the case of other allottees.

22.2 Failure on the part of 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 provisions.

**23. SEVERABILITY:**

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

**24. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO:**

Wherever in the allotment, it is stipulated that the Allottee has to make any payment in common with other allottee(s) in Project/Township, the same shall be derived and determined on the basis of the plot area of the Plot.

## 25. 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.

## 26. PLACE OF EXECUTION

The execution of this agreement shall be complete only upon the execution by the Promoter through its authorized signatory and the Allottee after the agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution of the said agreement shall be registered at the office of the sub-registrar at Lucknow. Hence this Agreement shall be deemed to have been executed at Lucknow.

## 27. NOTICES

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

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

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

**M/s ELDECO HOUSING AND INDUSTRIES LTD**

at 2<sup>nd</sup> Floor, Eldeco Corporate Chamber, Vibhuti Khand, Gomti Nagar, Lucknow. 226010

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.

## 28. JOINT ALLOTTEES.

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

## 29. SAVINGS:

Any application letter, allotment letter, agreement or any other document signed by the Allottee, in respect of the Plot, or building, as the case may be, shall not be prior to the execution and registration of this agreement for Sale for such Plot, plot or building, as the case may be, shall not be construed to limit the rights and interests of the Allottee under the Agreement for Sale or under the Act or the Rules or the Regulations made there under

### 30. DISPUTE RESOLUTIONS:

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

### SIGNED AND DELIVERED BY THE WITHIN NAMED:

Allottee: (including joint buyers)

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

Name \_\_\_\_\_

Address \_\_\_\_\_

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

Name \_\_\_\_\_

Address \_\_\_\_\_

### SIGNED AND DELIVERED BY THE WITHIN NAMED

Promoter

(1) Signature (Authorised Signatory) \_\_\_\_\_

Name \_\_\_\_\_

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

### WITNESSES:

(1) On behalf of Allottee(s)

Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

(2) On behalf of Promoter

Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

Customer Care: \_\_\_\_\_ Accounts: \_\_\_\_\_

## SCHEDULE -I

### APPROVED LAYOUT PLAN OF THE TOWNSHIP

## SCHEDULE -II

### DETAILS OF SALE DEEDS OF TOWNSHIP LAND

Sl. No.	Landowner	Khasra No.	Area (in hectare)	Deed No	Date of Registration

### DETAILS OF CONSORTIUM AGREEMENT(s):

Name of Lead member	Name of Consortium Members	Registration details

## SCHEDULE III

### DETAILS OF PLOTS

1.	Details of the Plot	Plot No.
2.	Plot Area ( in yds)*	
3.	Source of Booking	Direct ___ Agent ___
4.	Real Estate Agent name (if applicable) and RERA Registration no <sup>#</sup>	N.A.
5.	Scheduled Date of Offer of Possession <sup>##</sup>	
6.	Payment Schedule	Schedule ___
7.	Deposit, outgoings and other charges	Schedule ___
8.	Initial token amount / Application Money	Rs. _____/-
9.	Details of payment of Initial token amount	Cheque no.... dt.....Bank.....
10.	Payments to be made in favour of	Bank Account Name : ..... Bank Name : ..... Bank Account No. :- ..... IFSC code : .....
11.	Interest for delayed payments	10% p.a.

\*Area measurement is approximate and subject to variation.

<sup>#</sup> The Promoter shall not be liable to the Applicant/s for any incorrect details, information and representations provided by the Real Estate Agent /Broker/ Channel Partner,

<sup>##</sup> Subject to terms and conditions mentioned in the Agreement for Sale.

Note: In case of electronic transfer of payment, the Applicant/s shall inform the Promoter of the transfer in writing

## SCHEDULE -IV

### TOTAL PRICE AND PAYMENT SCHEDULE

#### A. Total Price Payable:

Particulars	Amount (in Rs.)
Total Price	

#### B. Maintenance related charges/security/other charges to be paid before possession of the Plot (other than Total Price)

- The indicative maintenance charges are calculated @ \_\_\_\_\_ per month for the Plot.
- Also, 12 months' Advance Maintenance Charges (CAM) @ approx. Rs. \_\_\_\_\_/- per sq. yds. /p.m. of the Plot shall payable in advance at the time of offer of possession of the Plot. The indicative maintenance charges are excluding applicable taxes.
- Please note that the above indicative maintenance charges have been derived on the basis of cost as on \_\_\_\_\_. However, the final Maintenance Charges shall be intimated at the time of offer of Possession of the Plot, calculated on the basis of the Minimum Wages and Wholesale Price Index (WPI) prevailing at that point of time. The above charges are excluding applicable taxes. Further, maintenance charges can be revised at any time in spite of payment of such charges in advance.
- Interest Free Maintenance Security (IFMS) @ Rs. \_\_\_\_\_/- shall be additionally payable for the Plot.
- Club Membership is for a tenure of 10 years. It is clarified that the membership of the Club is a contractual privilege to use the Club facilities, equipment and services, and participate in Club sponsored activities, programs and events (collectively the "Club Facilities") offered from time to time during the Club's published hours of operation. Separate charges/fee shall be payable by the Applicant/s as may be determined by the Promoter/Maintenance Agency for availing the Club Facilities.
- If applicable, Holding Charges @ Rs. \_\_\_\_\_/- per Sq. ft per month of the plot area of Plot and Safeguarding Charges @ Rs. \_\_\_\_\_/- per sq. ft, per month of the plot area of Plot shall be payable.
- Proportionate charges towards utility connection/security deposit.
- Proportionate charges or costs if any related to any upgradation or improvements made in the overall betterment of the Plot or Project.
- Applicable taxes on all the above charges are to be paid additionally

#### C. Payment Schedule

#### NOTE:

1. In the event of delay in payment of Total Price/Extra Charges and/or incase the Applicant/s approaches a Bank/ Financial Institution for availing a loan, any delay by such Bank/ Financial Institution in making the payment as per the payment schedule shall attract interest 10 % p.a. from the date such amounts fall due till realization of payments by the Promoter.

2. The amounts mentioned herein are exclusive of all taxes, charges, levies, duties, cess etc., including but not limited to TDS and its effect, Krishi Kalyan Cess, Swachh Bharat Cess, Local body tax, and/ or all other direct/ indirect taxes/ duties, impositions, stamp duty, registration fees, both present and future, applicable levied by the Central and/or State Government and/or any local, public or statutory authorities/ bodies in respect of the other amounts shall be payable by the Applicant/s. The quantum of such taxes, levies, duties, cess, charges as decided/quantified by the Promoter shall be binding on the Applicant/s.
3. The Applicant/s shall pay all charges and expenses including but not limited to professional costs of the Attorney-at-Law/Advocates of the Promoter, with respect to formation/smooth functioning of the Association/ Association's membership fees/ Share Money (as the case may be), Legal Charges, Society formation and consultancy retainer fees etc. including, for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the assignment of Sale deed etc.
4. In addition to above, stamp duty, registration fee, administration expenses and professional costs of the attorney-at-Law/Advocates of the Promoter for the execution and registration of the Agreement for Sale and Conveyance/Sale Deed of the Plot and Sale Deed of the Common Areas to the Association shall be payable by the Applicant/s.
5. The Applicant/s shall pay interest/ penalty/ loss that may be incurred by the Promoter on account of his/her failure and/ or delay to pay such taxes, levies, cess, statutory charges etc.
6. The amounts mentioned as other charges and outgoings are provisional and based on estimates. If there is any increase due to actual cost incurred or demands by statutory authorities and/ or otherwise, such shortfall shall be paid by the Applicant/s.
7. The Total Price of the Plot does not include (i) property tax, local body tax, or other taxes, which are leviable or become leviable under the provisions of the applicable laws or any amendments thereto pertaining or relating to sale of the Plot; or (ii) cost of running, maintenance and operation of the Common Area of the Plot and the common facilities; or (iii) for any rights over areas reserved/ restricted for any other applicant(s)/ right-holder at the Project; or (iv) for any rights over areas to be transferred by the Promoter to third parties as per the applicable laws; or (v) for any rights and interest over the commercial area & Club (except for a right to use Common Areas on such terms and conditions as may be prescribed by the Promoter which shall be uniformly applicable for all allottees at the Project).