



**HKDGANPATI INFRASHAPERS LLP**

**AGREEMENT FOR SALE**

This AGREEMENT FOR SALE is executed on this .....day of .....,  
20.....

**By and Between**

HKDGANPATI INFRASHAPERS LLP (PAN: AARFH1979C), having its registered office at Arazi No. 189/1, Chandpur, Lahartara, Varanasi, through its Designated Partners and Authorized Signatories: 1. Shri Sanjeev Kapoor, S/o Shri Anil Kapoor, resident of B-21/124, Plot No. 12-S, Sarju Nagar Colony, Kamachha, Varanasi (Mobile: 9161280999), Aadhaar No. XXXX-XXXX-0580; and 2. Smt. Neeta Agrawal, W/o Shri Yogesh Kumar Agrawal, resident of 51, Elexi Enclave, Dhoopchandi, Red Building, Varanasi (Mobile: 9369981504), Aadhaar No. XXXX-XXXX-8173, hereinafter referred to as the "Promoter" (which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its designated partners, partners for the time being, successors and permitted assigns).

AND

[if the allottee is an individual]

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

Or

[if the allottee is a partnership firm]

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

Or

[if the allottee is a company]

M/s.....(CIN No.....) a Company incorporated under the provisions of the Companies Act, 1956 / 2013 having the registered office at .....and its PAN is..... through Mr. ....(Aadhar No.....), its authorized signatory who has been duly authorised vide Board Resolution dated ..... hereinafter referred to as the "Allottee", (which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include their legal successor-in-interest & permitted assigns) of the OTHER PART.

Or

[if the allottee is HUF]

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

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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 for Sale/Lease, 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) () 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. Land Description:-**

- I. Property Settlement Plot No. 601, situated at Village-Bhadwar, Pargana-Dehat Amanat, Tehsil-Sadar, District-Varanasi, admeasuring 0.0740 hectare, originally had four shareholders namely Hingu, Bhagal, Kashi Nath and Jagannath, each having equal share therein. The share of Hingu admeasured 0.0185 hectare. Hingu alias Vishwanath Dubey had two sons, Pancham and Brahma Deo. Pancham relinquished his share during consolidation proceedings, and consequently the entire right, title and interest of Hingu devolved upon Brahma Deo Dubey, whose name stands duly recorded in the revenue records.
- II. The said Brahma Deo Dubey also inherited another adjoining property being Arazi No. 595, admeasuring 0.1190 hectare, situated in Village-Bhadwar, Pargana-Dehat Amanat, Tehsil-Sadar, District-Varanasi, and his name stands duly recorded in the revenue records.

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- III. Chandra Shekhar Dubey, son of the aforesaid Brahma Deo Dubey, is the absolute owner of another adjoining property being Arazi No. 596, admeasuring 0.2540 hectare, situated in the same village, having acquired the same by inheritance from his mother Late Smt. Malti Devi, and his name stands duly recorded in the revenue records.
- IV. All the aforesaid three parcels of land admeasuring 0.3915 Hectare (or 3915 Sq. M) are adjoining to each other and are hereinafter collectively referred to as the, "Said Land."
- V. The said Brahma Deo Dubey transferred by way of absolute sale all his right, title and interest in Property Settlement Plot No. 601 admeasuring 0.0185 hectare (185 square meters), through a registered Sale Deed dated 22nd October 2024, registered in the office of Sub-Registrar-III, Varanasi, in Book No. 1, Volume 5329, at pages 367 to 386, at Serial No. 7755 on 23.10.2024.
- VI. Thereafter, Brahma Deo Dubey and his son Chandra Shekhar Dubey entered into a Development Agreement dated 05 October 2024 in respect of the remaining land owned by them being Arazi Nos. 595 and 596, admeasuring in aggregate 3730 square meters, situated at Village-Bhadwar, Pargana-Dehat Amanat, Tehsil-Sadar, District-Varanasi, which Development Agreement is duly registered in Book No. 1, Volume 13645, Pages 159-190, Serial No. 7770, on 07 October 2024.
- VII. In pursuance of the terms of the said Development Agreement, the Promoter has obtained a sanctioned development plan from the Varanasi Development Authority for construction of a multi-storeyed building over the Said Land as well as adjoining land owned by the Promoter. After giving effect to such statutory deduction(s), the net area available for development measures 3126.70 square meters.
- B. The Said Land is earmarked for the purpose of development of a residential project, comprising 98 units and the said project shall be known as **"HKDGANPATI BRAHMDEO APARTMENT"** ("project");
- C. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the Said Land on which Project is to be constructed have been completed;

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- D. The Varanasi Development Authority has granted the commencement certificate to develop the project vide approval dated 31-Jan-2026 bearing registration No. Group Housing/05346/VDA/BP/25-26/0936/31012026;
- E. The Promoter has obtained the layout plan, sanctioned plan, specifications and all necessary approvals for the Project and for the Plots, as the case may be, from Varanasi Development Authority. 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;
- F. The promoter has registered the Project under the provisions of the Act with the Uttar Pradesh Real Estate Regulatory Authority at \_\_\_\_\_ on \_\_\_\_\_ under registration No ..... The exhaustive list of details of the Promoter and Project are available on the website ([www. up-rera.in](http://www.up-rera.in)) of the Authority;
- G. The Allottee had applied for an apartment in the Project vide application No.....dated .....and has been allotted apartment No.....having carpet area of ..... square meters (.....square feet), type....., on.....floor in [tower/block/building] No.....(“Building”) along with garage/covered parking No.....admeasuring.....square meters (.....square feet) in the.....[Please insert the location of the garage/covered parking], as permissible under the applicable law and of pro rata share in the common areas (“**Common Areas**”) as defined under clause (d) of Rule 2(1) of U.P. Real Estate (Regulation & Development) Rules, 2016 and deed of declaration submitted before the concerned authority (hereinafter referred to as the “**Apartment**” more particularly described in **Schedule-A** and the floor plan of the apartment is annexed hereto and marked as **Schedule-B**);
- GG. The allottee has been allocated slot no.....in the open parking area free of cost to be ratified by resident welfare association.
- 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;

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- I. \_\_\_\_\_ [Please enter any additional disclosures/details];
- 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 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;
- L. 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 apartment and the garage/covered parking (if applicable) 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 consideration, the Parties agree as follows:**

### 1. TERMS

- 1.1.1. Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase the Apartment as specified in para G.
- 1.1.2. Both the parties confirm that they have read and understood the provisions of section -14 of the act.
- 1.2. The Total price for the Apartment based on the carpet area is Rs.....  
(Rupees..... only ("Total Price")):

Block/Building/Tower no..... Apartment no..... Type..... Floor.....	Rate of Apartment Rs.....per square meter (Rs..... Per sq. foot)*
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Carpet Area.....	
Total Price (in rupees)	

\*Note: The Promoter shall provide breakup of the amounts such as the cost of , proportionate cost of Common Areas, taxes and maintenance charges as per Para 11 etc., if/as applicable.

[AND] [if /as applicable]

Garage/Covered parking-1      Price for 1

Garage/Covered parking-2      Price for 2

Total price (in rupees) .....

### **Explanation:**

- (i) The Total Price above includes the booking amount paid by the Allottee to the Promoter towards the Apartment;
- (ii) The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter by way of GST and other taxes which may be levied, in connection with the construction of the Project payable by the Promoter, by whatever name called) up to the date of handing over the possession of the apartment to the Allottee and the Project to the association of Allottees or the competent authority, as the case may be, after obtaining the completion certificate:

Provided that in case there is any change / modification in the taxes, the subsequent amount payable by the Allottee to the Promoter shall be increased/ reduced based on such change/ modification:

Provided further that if there is any increase in the taxes after the expiry of the scheduled date of completion of the Project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said Project by the Authority, as per the Act, the same shall not be charged from the allottee;

- (iii) The Promoter shall periodically intimate in writing to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment demanded by

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the Promoter within the time and in the manner specified therein. In addition, the Promoter shall provide to the allottee the details of the taxes paid or demanded along with the acts/ rules/ notifications together with dates from which such taxes/ levies etc. have been imposed or become effective;

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

- 1.3. The total price is escalation- free, save and except increases which the allottee hereby agrees to pay, due to increase on account of development fee payable to the competent authority and/ or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoter undertakes and agrees that while raising a demand on the allottee for increase in development fee, cost/ charges imposed by the competent authorities, the Promoter shall enclose the said notification/ order/ rule/ regulation to that effect along with the demand letter being issued to the allottee, which shall only be applicable on subsequent payments.

Provided that if there is any new imposition or increase of any **development fee** after the expiry of the scheduled date of completion of the Project as per registration with the authority, which shall include the extension of registration, if any, granted to the said Project by the authority, as per the act, the same shall not be charged from the allottee.

- 1.4. The Allottee(s) shall make the payment as per the payment plan set out in **Schedule C (“Payment Plan”)**
- 1.5. The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee by discounting such early payments at such rate as decided time to time by promoter for the period by which the respective

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installment has been preponed. 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.

- 1.6. It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described herein at **Schedule 'D' and Schedule 'E'** (which shall be in conformity with the advertisement, prospectus, etc. on the basis of which sale is effected) in respect of the Apartment, plot or building, as the case may be, without the previous written consent of the Allottee as per the provisions of the Act.

Provided that the Promoter may make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act.

- 1.7. The Promoter shall conform to the final carpet area that has been allotted to the Allottee after the construction of the building is complete and the completion certificate/occupancy certificate (as applicable) is granted by the competent authority by furnishing details of the changes if any in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the promoter. If there is reduction in carpet area then the Promoter shall refund the excess money paid by the allottee within 45 days with annual interest at the rate prescribed in the rules from the date when such an excess amount was paid by the allottee. If there is a increase in the carpet area, which is not more than 3 (Three) % of carpet area of said Apartment, allotted to allottee the Promoter may demand that from the allottee as per the next milestone of the payment plan as provided in **Schedule-C**. All these monetary adjustments shall be made at the same rate per square meter/foot as agreed in para 1.2 of this agreement.
- 1.8. Subject to Para 9.3 the Promoter agrees and acknowledges that, the Allottee shall have the right to Apartment as mentioned below:
- The allottee shall have exclusive ownership of the Apartment.
  - The Allottee shall also have undivided proportionate share in common areas. Since the share/interest 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. without causing any inconvenience or

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hindrance to them. It is clarified that the promoter shall hand over the common areas to the association of allottees after duly obtaining the completion certificate from the competent authority as provided in the act.

- (iii) That the computation of price of apartment includes recovery of price of land, construction of [not only the Apartment but also] the common areas, internal development charges, external development charges , taxes, cost of providing electric wiring, electrical connectivity to the apartment, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the common areas, maintenance charges (as per para 11 tec.) and includes cost for providing all other facilities, amenities and specifications to be provided within the apartment and the project.
- (iv) The allottee has the right to visit the project site to assess the extent of development of the project and his apartment, as the case may be.

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

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

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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.

- 1.11. The Allottee has paid a sum of Rs. .... (Rupees..... only) as booking amount being part payment towards the total price of the apartment at the time of application the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the apartment as prescribed in the Payment Plan **[Schedule C]** as may be demanded by the Promoter within the time and in the manner specified therein:

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

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

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

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

- 3.1 The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made there under or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/ sale/ transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfill its obligations under this Agreement. 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. 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

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of India; he/she may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

- 3.2 The Promoter accepts no responsibility in regard to matters specified in Para 3.1 above. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of 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 said apartment applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only

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

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

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

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

Similarly, the allottee shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the agreement subject to the simultaneous completion of construction by the promoter as provided in Scheduled C ("Payment Plan")

#### **6. CONSTRUCTION OF THE PROJECT/APARTMENT:**

The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the apartment and accepted the floor plan, payment plan and the

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specifications, amenities and facilities [annexed along with this Agreement] which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the VDA and shall not have an option to make any variation/alteration/modification in such plans, other than in the manner provided under the Act, and breach of this term by the Promoter shall constitute a material breach of the Agreement.

### **7. POSSESSION OF THE APARTMENT:**

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

Provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter, , from the allotment within 120 days from that date. The Promoter shall intimate the Allottee about such termination at least thirty days prior to such termination. After refund of the money paid by the Allottee, the Allottee agrees that he/she shall not have any right, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

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7.2. **Procedure for taking possession** – The promoter, upon obtaining the completion certificate/occupancy certificate (as applicable) from the competent authority shall offer in writing the possession of the apartment to the Allottee in terms of this Agreement to be taken within two months from the date of issue of completion certificate/occupancy certificate/ (as applicable).

{Provided that, in the absence of Applicable Law the conveyance deed in favour of the Allottee shall be carried out by the Promoter within 3 months from the date of issue of completion/occupancy certificate (as applicable)}/. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee, after taking possession, agrees to pay the maintenance charges as determined by the Promoter/association of Allottees, as the case may be after the issuance of the completion/occupancy certificate (as applicable)/ for the project. The Promoter shall hand over the completion/occupancy certificate, (as applicable), of the Apartment to the Allottee at the time of conveyance of the same.

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 apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the apartment to the Allottee. In case the Allottee fails to take possession within the time provided in Para 7.2, such allottee shall be liable to pay to the promoter holding charges at the rate of Rs. 2/- per month per sq. ft. of carpet area for the period beyond 3 months till actual date of possession in addition to maintenance charges as specified in Para 7.2.

7.4. **Possession by the Allottee** – After obtaining the completion certificate/occupancy certificate (as applicable) and handing over physical possession of the apartment to the Allottees, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including the Common Areas, to the association of Allottees or the competent authority, as the case may be, as per the Applicable Law.

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{Provided that, in the absence of any Applicable Law, the Promoter shall hand over the necessary documents and plans, including Common Areas, to the association of Allottees or the competent authority, as the case may be, within thirty days after obtaining the completion certificate/occupancy certificate (as applicable)}.

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

Provided that where the Allottee(s), proposes to cancel/withdraw from the project without any fault of the promoter, the promoter herein is entitled to forfeit the booking amount paid for the allotment. The promoter shall refund 50% (Fifty Percent ) of the balance amount of money paid by the allottee within 45 ( Forty Five) days of such cancellation/withdrawal and remaining 50% (Fifty Percent ) of the balance amount on re-allotment of the Apartment or at the end of one years from the date of cancellation/withdrawal, whichever is earlier. . The Promoter shall inform the previous allottee, the date of re-allotment of the said Apartment & also display this information on 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 the land, on which the Project is being developed or has been developed, in the manner as provided under the Act and the claim for interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force.

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

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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 Apartment, which shall be paid by the Promoter to the Allottee within forty-five days of it becoming due.

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

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

1. The Promoter has absolute, clear and marketable title with respect to the said land; the requisite rights to carry out development upon the said land and absolute, actual, physical and legal possessions of the said land for the project.
2. The promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the project
3. There are no encumbrances upon the said land of the project;
4. There are no litigations pending before any court of law or Authority with respect to the said land, Project or the Apartment;
5. All approvals, licenses and permits issued by the competent authorities with respect to the project, said Land and Apartment are valid and subsisting and have been obtained by following due process of law. Further, the promoter has been and shall, at all times, remain to be in compliance with at applicable law in relation to the project, said land, Building and Apartment and Common Areas.
6. 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.
7. The Promoter has not entered into any agreement for sale/lease and/or development agreement or any other agreement / arrangement with any person or party with respect to the said land, including the project and the said Apartment which shall, in any manner, affect the rights of the Allottee under this agreement;
8. The promoter confirms that the promoter is not restricted in any manner whatsoever from selling the said apartment to the Allottee in the manner contemplated in this agreement.
9. At the time of execution of the conveyance deed the promoter shall hand over lawful, vacant, peaceful, physical possession of the Apartment to the allottee and

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the common areas to the association of the allottees or the competent authority, as the case may be.

10. The schedule property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the schedule property.
11. 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 said project to their competent authorities till the completion certificate/occupancy certificate (as applicable) has been issued and possession of Apartment, Plot or Building, as the case may be, along with the common areas (equipped with all the specifications, amenities and facilities) has been handed over to the allottees and the association of allottees or the competent authorities as the case may be.
12. No notice from the government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the promoter in respect of the said land and/or the project.

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

- 9.1. Subject to the force majeure clauses, the promoter shall be considered under a condition of default, in the following events.
  - (i) Promoter fails to provide ready to move in possession of the apartment to the allottee within the time period specified in Para 7.1 or fails to complete the project within the stipulated time disclosed at the time of registration of the project with the authority. For the purpose of this Para, 'ready to move in possession' shall mean that the apartment shall be in a habitable condition which is complete in all respect including the provision of all specifications, amenities and facilities, as agreed to between the parties, and for which occupation certificate and completion certificate, as the case may be, has been issued by the competent authority.
  - (ii) Discontinuance of the promoter's business as a developer on account of suspension or revocation of his registration under the provisions of the act or the rules or regulations made there under.

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9.2. In case of default by promoter under the conditions listed above a non-defaulting allottee is entitled to the following:

- (i) Stop making further payments to promoter as demanded by the promoter. If the allottee stops making payments, the promoter shall correct the situation by completing the construction milestones and only there after the allottee be requires to make the next payment without any interest; or
- (ii) The allottee shall have the option of terminating the agreement in which case the promoter shall be liable to refund the entire money paid by the allottee under any head whatsoever towards the purchase of apartment , along with interest at the rate equal to MCLR(Marginal Cost of Landing Rate) on home loan of State Bank of India +1% unless provided otherwise under the Rules within 45 days of receiving the termination notice;

Provided that where an allottee does not intend to withdraw from the project or terminate the agreement he shall be paid, by the promoter, interest at the rate prescribed in the Rules, for every month of delay till the handing over of the possession of the Apartment which shall paid by the promoter to the allottee within 45 days of it becoming due.

9.3. The allottee shall be considered under a condition of default, on the occurrence of the following events:

- (i) In case the allottees fails to make payments for 2 (two) consecutive demands made by the promoter as per the payment plan annexed here to, despite having been issued notice in that regard, the allottee shall be liable to pay interest to the promoter on the unpaid amount at the rate equal to MCLR (Marginal Cost of Lending Rate) on home loan of State Bank of India +1% unless provided otherwise under the Rules. The promoter must not be in default to take this benefit.
- (ii) In case of default by allottee under the condition listed above continuous for a period beyond 3 (three) consecutive months after notice from the promoter in this regard, the promoter may cancel the allotment of the apartment in favor of the allottee and refund the money paid to him by the allottee after deducting the booking amount and the interest liabilities and this agreement shall thereupon stand terminated. The promoter must not be in default to take this benefit.

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Provided that the promoter shall intimate the allottee about such termination at least 30 days prior to such termination.

### **10. CONVEYANCE OF THE SAID APARTMENT:**

The promoter, on receipt of total price of the apartment as per para 1.2 under the agreement from the allottee, shall execute a conveyance deed and convey the title of the apartment together with proportionate indivisible share in the Common Areas within 3 months from the date of issuance of the completion certificate and the occupancy certificate as the case may be, to the allottee:

{Provided that, in the absence of applicable law, the conveyance deed in favor of the allottee shall be carried out by the promoter within three months from the date of issue of completion certificate/occupancy certificate (as applicable)}. However, in case the allottee fails to deposit the stamp duty and /or registration charges within the period mentioned in the notice, the allottee authorizes the promoter to withhold registration of the conveyance deed in his/her favor till payment of stamp duty and registration charges to the promoter is made by the allottee.

### **11. MAINTAINANCE OF THE SAID BUILDING/APPARTMENT/ PROJECT:**

The promoter shall be responsible to provide and maintain essential services in the project till the taking over of the maintenance of the project by the association of the allottees upon the issuance of the completion certificate of the project. The cost of such maintenance for 1 (one) year from the date of completion certificate has been included in the total price of the Apartment.

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

### **12. DEFECT LIABILTY:**

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It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of service or any other obligations of promoter as per the agreement for sale/lease relating to such development is brought to the notice of the promoter within a period of 5 (five) years by the allottee from the date of handing over possession or the date of obligation of the promoter to give the possession to the allottee, whichever is earlier, 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.

### **13. RIGHT TO ENTER THE APARTMENT FOR REPAIRS:**

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

### **14. USAGE:**

Use of basement and service areas: The basement(s) and service areas, if any, as located within the project "NIP Grand Arcadia" shall be earmarked for purposes such as parking spaces and services including but not limited to electric substation, transformer, DG set rooms, Underground water tanks, pump rooms, maintenance and service rooms, firefighting pumps and equipment(s) etc. and other permitted uses as per sanctioned plans. The allottee shall not be permitted to use the services areas and the basements in any manner whatsoever other than those earmarked as parking spaces and the same shall be reserved for use by the association of Allottee formed by the allottees for rendering maintenance services.

### **15. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT:**

- 15.1. Subject to Para 12 above, the allottee shall, after taking possession, be solely responsible to maintain the apartment at his/her on cost, in good repair and

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condition and shall not do or suffer to be done anything in or to the building, or the apartment, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authorities or change or alter or make additions to the apartment and keep the apartment its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the building is not in any way damaged or jeopardized.

- 15.2. The allottee further undertakes, assures and guarantees that he/she would not put any sign-board/nameplate, neon light, publicity material or advertisement material etc. on the face and facade of the building or anywhere on the exterior of the project, building there in or common areas. The allottee shall also not change the color scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the allottee shall not store any hazardous or combustible goods in the apartment or place any heavy material in the common passages, or staircase of the building the allottee shall also not remove any wall, including the outer and load bearing wall of the apartment.
- 15.3. The allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the promoter and there after the association of allottees and /or maintenance agency appointed by association of allottee. The allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid condition.

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

The Parties are entering into this agreement for the allotment of an apartment with the full knowledge of all laws, rules, regulations, notifications applicable to the Project.

### **17. ADDITIONAL CONSTRUCTIONS**

The Promoter undertakes that it has no right to make 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 provided in the Act.

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**18. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:**

After the promoter execute this Agreement he shall not mortgage or create a charge on the Apartment 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 Apartment.

**19. U.P. APARTMENT (PROMOTION OF CONSTRUCTION, OWNERSHIP AND MAINTENANCE OWNERSHIP ACT 2010).**

The Promoter has assured the Allottees that the Project in its entirety is in accordance with provisions of the U.P Apartment (Promotion of Construction, Ownership and Maintenance) Act 2010. The Promoter showing compliance of various laws/regulations as applicable in Uttar Pradesh.

**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 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, appears for registration of the same before the concerned Sub register Varanasi as and when intimated by the promoter. If the allottee(s) fails to execute and deliver to the Promoter the 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 notice to the allottee for rectifying the default, which if not rectified within 30 days from the date of its receipt by the allottee, application of the allottee shall be treated as cancelled and all sums deposited by the allottee in connection therewith including the booking amount shall be returned to the allottee without any interest or compensation whatsoever.

**21. ENTIRE AGREEMENT**

This Agreement along with its schedules constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes

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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 Apartment as the case may be.

### **22. RIGHT TO AMEND**

This agreement may only be amended through written consent of the parties. .

### **23. PROVISIONS OF 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 apartment and the project shall equally be applicable to and enforceable against and by any subsequent allottees of the apartment in case of a transfer, as the said obligations go along with the apartment for all intents and purposes.

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

- 24.1 The promoter may, at its sole option and discretion, without prejudice to its rights as set out in the agreement waive the breach by the Allottee in not making payments as per the Payment Plan (Schedule C) including waiving the payment of interest for delayed payment. It is made clear 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.
- 24.2 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.

### **25. SEVERABILITY:**

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

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provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

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

Wherever in this agreement it is stipulated that the allottee has to make any payment in common with other allottee(s) in project, the same shall be the proportion which the carpet area of the apartment bears to the total carpet area of all the apartment s in the project.

### **27. FURTHER ASSURANCES**

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in 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 anysuch transaction.

### **28. PLACE OF EXECUTION**

The execution of this agreement shall be complete only upon the execution by the promoter through its authorized signatory at the promoter's office , or at some other place, which may be mutually agreed between the promoter and the allottee, in Varanasi 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 Varanasi. Hence this agreement shall be deemed to have been executed at Varanasi.

### **29. NOTICES**

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

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

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

M/s HKDGANPATI INFRASHAPERS LLP

Address:- Arazi No. 189/1, Chandpur, Lahartara, Varanasi,

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 to consider 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 apartment, plot or building, as the case may be, shall not be prior to the execution and registration of this agreement for Sale/Lease for such apartment, 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/Lease or under the Act or the Rules or the Regulations made there under.

### **32. GOVERNING LAW:**

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

### **33. DISPUTE RESOLUTIONS:**

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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.

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for Sale at Varanasi 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** \_\_\_\_\_

2. **Name** \_\_\_\_\_

3. **Address** \_\_\_\_\_

Please affix Photograph  
and Sign Across the  
Photograph.

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

2. **Name** \_\_\_\_\_

3. **Address** \_\_\_\_\_

Please affix Photograph  
and Sign Across the  
Photograph.

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

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**Promoter:**

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

2. **Name** \_\_\_\_\_

3. **Address** \_\_\_\_\_

Please affix Photograph  
and Sign Across the  
Photograph.

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

**WITNESSES: -**

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

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

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

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

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

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

**SCHEDULE 'A'**

PLEASE INSERT DESCRIPTION OF THE APARTMENT AND THE  
GARAGE/COVERED PARKING (IF APPLICABLE) ALONG WITH BOUNDARIES  
IN ALL FOUR DIRECTIONS

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**SCHEDULE 'B'**

FLOOR PLAN OF THE APARTMENT

**SCHEDULE 'C'**

PAYMENT PLAN

**SCHEDULE 'D'**

SPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF THE APARTMENT)

**SCHEDULE 'E'**

SPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF THE PROJECT)

[The 'Schedules' to this Agreement for Sale shall be agreed to between the Parties]

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