

DRAFT FOR RERA REGISTRATION PURPOSES ONLY

AGREEMENT FOR SELL

THIS AGREEMENT FOR SALE (AGREEMENT) executed on this day of December, 2023

BY AND BETWEEN

HK INFRAZONE (PVT.) LIMITED

[CIN- U70102UP2012PTC050473 & PAN-AACCH9169E];

a duly incorporated company under the Provisions of
Companies Act, 2013; having its Registered Office at :
17, Industrial Colony, Naini, Allahabad

Through its Director Shri Hemant Kumar Sindhi
(Aadhaar No. XXXX XXXX 0141)

Son of Late Jamuna Das, Resident of 17, Industrial Colony,
Naini, Prayagraj [Authorized vide Resolution dated of
Board of Directors.]
(Mobile No. 9415214404)

(Hereinafter referred to be as the "**PROMOTOR**"); which expression shall unless repugnant to the contest or meaning thereof be deemed to mean and include its successors in interest and permitted assigns.

A N D

Mr./Mrs/Ms/.....

.....
.....
.....

(Hereinafter referred to as the "**ALLOTTEE**"); which expression shall unless repugnant to the contest or thereof be deemed to mean and include his heirs, executors, administrators, successors in interest and permitted assigns.

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

DEFINITIONS:

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

- (a) "Act" means the Real Estate(Regulation and Development) Act, 2016 (16 of 2016).
- (b) "Authority" means 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) "Rule" means a rule of Rules.
- (g) "Section" means a section of the Act.

WHEREAS

- A. Himanshu Kesarwani Son of Mr. Sunil Kumar Kesarwani, resident of 593, Mutthiganj, Prayagraj (U.P.), Yasharth Kesarwani Son of Mr. Dinesh Kesarwani, resident of 326/167/20/1, Bai Ka Bagh, Prayagraj (U.P.), Shiv Balak Kesarwani Son of Late Lullur Prasad Kesarwani and Bal Krishna Kesarwani Son of Mr. Shiv Balak Kesarwani, both residents of 326/167, Bai Ka Bagh, Prayagraj (U.P.), Atul Kumar Agarwal Son of Mr. Bhagwan Agarwal, Akshay Agarwal Son of Mr. Atul Kumar Agarwal, both residents of 504/16/12, Elgin Road, 'VINAYAK GRAND'; Prayagraj (U.P.), Rajeev Kumar Son of Mr. Subhash Chandra Kesarwani and Smt. Smita Kesarwani Wife of Mr. Rajeev Kumar Both residents of 271, Mutthiganj, Prayagraj, Smt. Sarita Agarwal Wife of Sri Atul Kumar Agarwal, resident of 504/16/12, Elgin Road, 'VINAYAK GRAND'; Prayagraj (U.P.), Sanjeev Kumar Son of Mr. Subhash Chandra Kesarwani and Smt. Ruchi Kesarwani Wife of Mr. Sanjeev Kumar, both residents of 271, Mutthiganj, Prayagraj (U.P.) were the absolute and lawful owners of Arazi No. 18(Minjumala), Area- 9930 Sq. Meters and part of Arazi No. 145, Area- 6070 Sq. Meters; total Area- 16000 Sq. Meters; situated in Village- Dhanuha, Pargana – Arail, Tehsil-Karchhana, District- Prayagraj (**'SAID LAND'**). The aforesaid owners Himanshu Kesarwani, Yasharth Kesarwani, Shiv Balak Kesarwani, Bal Krishna Kesarwani, Atul Kumar Agarwal, Akshay Agarwal, Rajeev Kumar Kesarwani, Smt. Smita Kesarwani, Smt. Sarita Agarwal, Sanjeev Kumar and Smt. Ruchi Kesarwani entered into Builder's Agreement with the PROMOTOR in respect of the SAID LAND by Builder's Agreement dated 07.09.2022, registered in Bahi No.1, Zild No. 7992 on pages 163 to 216, at Sl. No. 10516 on 07.09.2022 in the Office of Sub Registrar- Karchhana, District – Prayagraj.

AND WHEREAS as per the aforesaid Builder's Agreement dated 07.09.2022, aforesaid owners namely Himanshu Kesarwani, Yasharth Kesarwani, Shiv Balak Kesarwani, Bal Krishna Kesarwani, Atul Kumar Agarwal, Akshay Agarwal, Rajeev Kumar Kesarwani, Smt. Smita Kesarwani, Smt. Sarita Agarwal, Sanjeev Kumar and Smt. Ruchi Kesarwani shall be entitled to 35% of the saleable constructed area on each floor together with proportionate land and the promotor is entitle to 65% of the saleable area on each floor together with proportionate land on completion of the construction.

AND WHEREAS as per clause-9 & 15 of the aforesaid registered Builder's Agreement dated 07.09.2022 the aforesaid owners namely Himanshu Kesarwani, Yasharth Kesarwani, Shiv Balak Kesarwani, Bal Krishna Kesarwani, Atul Kumar Agarwal, Akshay Agarwal, Rajeev Kumar Kesarwani, Smt. Smita Kesarwani, Smt. Sarita Agarwal, Sanjeev Kumar and Smt. Ruchi Kesarwani on the ONE PART and the Promotor HK INFRAZONE (PVT.) LIMITED on the OTHER PART mutually decided and earmarked the constructed saleable area together with proportionate land to be owned by the aforesaid owners and the constructed saleable area along with proportionate land to be owned by the Promotor's company in the ratio of 35% : 65%. A Memorandum of Understanding was also reduced in writing on between them. As per aforesaid Builder's Agreement dated 07.09.2022 as well as Memorandum of Understanding dated, the Promotor became exclusive owner of Flat No. A01 [3BHK, Unit No.1, Tower-1]; Built up Area-1399.64 Sq. Ft. or 130.03 Sq. Meters and Carpet Area- 959.61 Sq. Ft. or 89.15 Sq. Meters; situated on the First Floor in Block 'A' of Multistoried Residential Complex known as "SUNSHINE IMPERIAL HEIGHTS"; built over Arazi No. 18(Minjumala) and part of Arazi No. 145; situated in village- Dhanuha, Pargana – Arail, Tehsil – Karchhana, District- Prayagraj together with proportionate land fully described at the end of this Agreement for Sale.

- B. The SAID LAND is earmarked for the purpose of building a residential project, comprising 2(Two) Towers (Tower-1 and Tower-2) and in Tower-1, 3(Three) Blocks (Block-'A', Block-'B' and Block-'C') and in Tower-2, 3(Three) Block (Block-'D', Block-'E' and Block-'F') and in

Tower-1, except Unit No.B05 of Block-'B', in Block-'A', Block-'B' and Block-'C', 14 (Fourteen) Floors (1st Floor, 2nd Floor, 3rd Floor, 4th Floor, 5th Floor, 6th Floor, 7th Floor, 8th Floor, 9th Floor, 10th Floor, 11th Floor, 12th Floor, 13th Floor and 14th Floor); however, in Unit No. B05 of Block-'B' only 13 (Thirteen) Floors as well as in Tower-2 in Block- 'D' 14(Fourteen) Floors and in Block -'E' and Block- 'F') 13 (Thirteen) Floors and 11 Shops on the Ground Floor in Tower-1 and Tower-2 as well as car parking on the Ground Floor/open space in each Tower over the aforesaid 16000 Sq. Meters land of aforesaid Arazi No. 18(Minjumala) and part of Arazi No. 145; situated in village Dhanuha, Pargana- Arail, Tehsil-Karchhana, District- Prayagraj and the said project shall be known as "SUNSHINE IMPERIAL HEIGHTS".

- 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.
- D. The Prayagraj Development Authority has granted the commencement certificate to develop the Project vide its approval dated 25.10.2023 bearing permit No. Affordable Housing/02407/PDA/BP/22-23/0606/02052023 dated 25.10.2023.
E. The Promoter has obtained the final sanctioned plan, specifications and approvals for the Project and also for the building from Prayagraj Development Authority, Prayagraj. 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 provision of the Act with the Uttar Pradesh Real Estate Regulatory Authority at www.up-rera.in on _____ under registration No.
- G. The Allottee has applied for a Flat/ apartment in the Project vide application dated _____ and has been allotted **Apartment/Flat No. _____ [____ BHK, Unit No.____, Tower-____]; Built up Area-_____ Sq. Ft. or _____ Sq. Meters and Carpet Area- _____ Sq. Ft. or _____ Sq. Meters; situated on the _____ Floor in Block '____' ("Building")** along with covered parking space for _____ car in the complex 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 (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;
- 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 Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project.
- J. The Parties, relying on the confirmation, 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:
- K. 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 covered parking space 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 & 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/Flat based on the carpet area is **Rs. (Rupees)** **only)**

(Break- up and description):-

Apartment/Flat No.	Rate of Apartment/Flat:	
	Rs.	per Square Meter
Type – ___ BHK	(Rs.	per square feet)

Floor –

Unit-

Tower-

Block-'___'

Carpet Area – _____ Sq. Mtr.

Total price (in rupees) Rs.
(Rupees

only)

Which includes cost of covered parking space for ____ car.

Explanation:

- (i) The Total Price above includes the booking amounts of paid by the allottee to the Promoter towards the Apartment/Flat;
- (ii) That Total Price above excludes Taxes (excluding of tax paid or payable by the Promoter by way of GST, Service Tax and Cess or any other taxes which may be levied, in connection with the construction of the Project payable by the Promoter, by whatever name called) upto the date of the handing over the possession of the Apartment/Flat 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 and the Allottee shall be liable to pay the said taxes as per law.

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 schedule 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 to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment demanded by the Promoter within the time and in the manner specified therein. In addition, the Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/ notifications together with dates from which such taxes/levies etc. have been imposed or become effective.

- (iv) The Total Price of Apartment includes price of indivisible prorata share 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 Terms No.11 etc. and includes cost for providing all other facilities, amenities and specification 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 charges payable to the Prayagraj Development Authority and any other increase in charges which may be levied or imposed by the Prayagraj Development Authority, from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, imposed by the Prayagraj Development Authorities, the Promoter shall enclose the said notification 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 charges 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 shall make the payment as per the payment plan given below (Schedule 'C')
- 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 @ 5% per annum for the period of which the respective installment has been proponent. The provision for allowing rebate and such rate of rebate shall not be subject to any revision, once granted to an Allottee by the Promoter.
- 1.6 It is agreed that the Promoter shall not make any addition and alteration in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described herein at Schedule '5' and Schedule '6' (which shall be in conformity with the advertisement, prospectus etc., on the basis of which sale is effected) in respect of the Apartment/ Plot without the previous written consent of the Allottee as per the provisions of the Act: Provided that the Promoter may make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act.
- 1.7 The Promoter shall confirm to the final carpet areas that has been allotted the Allottee after the construction of the building is complete and the completion / occupancy certificate is granted by the Prayagraj Development Authority, by furnishing details of the changes, if any in the carpet area. The Total Price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is reduction in the carpet area than the Promoter shall refund the excess money paid by Allottee within 45 days with interest from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area, which is not more than three percent of the carpet area of the Apartment, allotted to the Allottee, the Promoter may demand that from the Allottee as per the next milestone of the Payment Plan as provided in Schedule - C. All these monetary adjustments shall be made at the same rate per square meter/ square feet as agreed in para 1.2 of this Agreement.

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

- (i) The Allottee shall have exclusive ownership of the Apartment.
- (ii) The Allottee shall also have undivided proportion at ownership and share in the common areas. Since the interest of Allottee in common areas is indivisible and cannot be divided or separated, the Allottee shall use the common areas, along with other occupants and maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the Promoter shall handover the common areas to the Maintenance Society after duly obtaining the completion certificate from the Prayagraj Development Authority as provided in the Act.
- (iii) That the computation of the price of the Apartment/Flat 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 Term No.11 etc. and includes cost for providing all other facilities, amenities and specification to be provided within the Apartment/Flat and the Project.
- (iv) The Allottee have the right to visit the Project site to assess the extent of development of the Project and his Apartment/Flat.

1.9 It is made clear by the Promoter and the Allottee agree that the Apartment/Flat along with covered parking space for one car 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 accept 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 area in deed of declaration under sub section(1) of section 12 in form 'A' of U.P. Apartment/ Promotion of Construction, Ownership and Maintenance) Act-2010 of Rules 2011, shall be available only for use and enjoyment of the of the Project.

1.10 The Promoter agrees to pay all going before transferring the physical possession of the Apartment/Flat to the Allottee which it has collected from the Allottee, for the payment of dues (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 Nagar Nigam, Prayagraj, Prayagraj Development Authority, banks and financial institutions, which are related to the Project). If the Promoter fails to pay all or any of the dues collected by it from the Allottee or any liability, mortgage loan and interest thereon before transferring the Apartment/Flat to the Allottee, the Promoter agrees to be liable, even after the transfer of the property, to pay such dues and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefore by such authority or person.

1.11 The Allottee has paid a sum of Rs..... (Rupees only) as per details given below:

i) (As booking amount)

Total Rs. (Rupees only)

AND thus the Allottee has paid a total sum of Rs. (Rupees only) till today to the Promoter being part payment towards the Total Price of the Apartment/Flat

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 manner specified therein.

Provided that if the Allottee delay 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 in favour of **HK INFRAZONE (PVT.) LIMITED** payable at Prayagraj.

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

3.1 The Allottee, if residence 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 Regulation made there under or any statutory amendments or modifications made thereof and all others applicable laws including that of remittance of payment, acquisition/ sale/ transfer of immovable properties in India etc. and provide the Promoter with such permission, approval 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 statutory enactments or amendments thereof and the Rules and Regulation 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 part to comply with the applicable guidelines issued by the Reserve Bank of India, 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 Term 3.1 above. The Allottee shall keep the Promoter fully indemnified and harmless in this regards. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any, under the applicable laws. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of Allottee and such third party shall not have any right in the application/allotment of the said Apartment/Flat apply for herein any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

4. ADJUSTEMENT/ APPROPRIATION OF PAYMENTS:

The Allottee has authorized the Promoter to adjust/ appropriate all payments made by him under any head of dues against lawful outstanding of the Allottee against the Apartment/Flat, if any, in his 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 Maintenance Society or the Prayagraj Development Authority, as the case may be. The possession of the Flat/Apartment hereby agreed to be sold shall be delivered by the promoter to the Allottee prior to

6. CONSTRUCTION OF THE PROJECT:

The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the Apartment/Flat and accepted the floor plan, payment plan and the specification, amenities and facilities annexed along with this Agreement which has been approved by the Prayagraj Development 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 Prayagraj Development Authority and shall also strictly abide by terms and condition of Brochures, allotment lease deed bye-laws, FAR, and density norms and provisions prescribed by the relevant building bye-laws and shall not have an option to make any variation 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 this Agreement.

7. POSSESSION OF THE APARTMENT:

7.1 Schedule for possession of the said Apartment/Flat – The Promoter agrees and understands that timely delivery of possession of the Apartment to the Allottee and the common areas to the Maintenance Society or the Prayagraj Development Authority, as the case may be, is the essence of the Agreement. The Promoter assures to handover possession of the Apartment/Flat along with ready and complete common areas with all specifications, amenities and facilities of the Project in place on Dhanuha, Pargana-Arail, Tehsil- Karchhana, District- Prayagraj, unless there is delay or failure due to war, flood, drought, fire, cyclone earthquake or any other calamity caused by nature effecting the regular development of the real estate project ("Force Majeure"). If, however, the completion of 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/Flat, 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 Allottee with interest within (45) forty-five days from that date. The Promoter shall intimate the Allottee about such termination at least (30) thirty days prior to such termination. After refund of the money paid by the Allottee, the Allottee agreed that he shall not have any rights, claims etc. against the Promoter and the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

7.2 Procedure for taking possession- The Promoter, upon obtaining the completion certificate/ occupancy certificate from the Prayagraj Development Authority shall offer in writing the possession of the Apartment/Flat, to the Allottee in terms of this Agreement to be taken within 2 (two) months from the date of issue of completion/occupancy certificate. Provided that, in the absence of applicable law, the conveyance deed in favour of the Allottee shall be carried out by the Promoter within three months from the date of issue of completion/occupancy certificate. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee, after taking possession, agrees to pay the maintenance charges as determined by the Promoter/ Maintenance Society, as the case may be, after the issuance of completion/ occupancy certificate for the Project. The Promoter shall handover the completion/ occupancy certificate of the Residential Complex/Apartment/Flat, as the case may be, to the Allottee at the time of conveyance of the same.

7.3 Failure of Allottee to take possession of Apartment/Flat- Upon receiving a written intimation from the Promoter as per Para 7.2. the Allottee shall take possession of the Apartment/Flat 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/Flat to the Allottee. In case the Allottee fails to take possession

within the time provided in para 7.2 such Allottee shall continue to be liable to pay maintenance charges as specified under Term No. 7.2 above.

7.4 Possession of the Allottee after obtaining the completion certificate/ occupancy certificate and handing over physical possession of the Apartment/Flat to the Allottee, it shall be the responsibility of the Promoter to handover the necessary documents and plan, including common areas to the Maintenance Society or the Prayagraj Development Authority , as the case may be, as per the applicable law [Provided that, in the absence of any applicable Law the Promoter shall handover 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.

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

Provided that where the Allottee proposes to cancel/withdraw from the Project without any fault of the Promoter, the Promoter herein is entitled to forfeit the booking amount paid for the allotment. The balance amount of money paid by the Allottee shall be returned by the Promoter to the Allottee within (45) forty-five days of such cancellation.

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 the 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 said Apartment/Flat (i) in accordance with the terms of this Agreement, duly completed by the day specified in Term No. 7.1 above; or (ii) due to discontinuance of its business as a developer on account of suspension or revocation or expiry of the registration under the provisions of the Act; or for any other reason; the Promoter shall be liable, on demand to the Allottee, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by it in respect of the Apartment/Flat, with interest including compensation in the manner as provided under the Act within (45) forty-five days of it becoming due:

Provided that where if the Allottee do not intent to withdraw from the Project the Promoter shall pay the Allottee interest for every month of delay, till the handing over of the possession of the Apartment/Flat, 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:

- A.** The Promoter has absolute, clear and marketable title with respect to the said Land and the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;
- B.** The Promoter has lawful rights and requisite approvals from the Prayagraj Development Authority to carry out development of the Project;
- C.** There are no encumbrances upon the said Land or the Project;
- D.** There are no litigations pending before any Court of law or Authority with respect to the said Land, Project or the Unit;
- E.** All approvals, licenses and permits issued by the Prayagraj Development Authority with respect to the Project, said Land and Unit are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Building and Apartment/Flat and common areas.

- F.** The Promoter has the right to enter into this Agreement and has not committed or committed to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected.
- G.** The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Land, including the Project and the said Unit which will, in any manner, affect the rights of Allottee under this Agreement.
- H.** The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Unit to the Allottee in the manner contemplated in this Agreement.
- I.** At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the Apartment/Flat to the Allottee and the common areas to the association of Allottee or the competent authority, as the case may be.
- J.** The Schedule Property is not the subject matters 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.
- K.** The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said Project to the Prayagraj Development Authority till the completion certificate/ occupancy certificate has been issued and possession of the Apartment/Flat along with common areas (equipped with all the specifications, amenities and facilities) has been handed over to the Allottee and the Maintenance Society or the Prayagraj Development Authority , as the case may be.
- L.** No notice from the Government or any other local body or authority or any legislative enactment, government 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 the Project.

9. EVENTS OF DEFAULTS AND CONSEQUENCES:

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

- (i) The Promoter fails to provide ready to move in possession of the Flat to the Allottee within the time period specified in Term No. 7.1 above in this Agreement 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 clause, 'ready to move in possession' shall mean that the Apartment or Flat shall be in a habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the parties, and for which 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 or expiry of its registration under the provisions of the Act or the rules or regulations made there under.

9.2. In case of default by the Promoter under the conditions listed above, Allottee is entitled to the following:-

- (i) Stop making further payments to the Promoter as demanded by the Promoter. If the Allottee stop making payments, the Promoter shall correct the situation by completing the construction/ development milestones and only thereafter the Allottee be required to make the next payment without any interest; or
- (ii) The Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the Apartment/Flat, along with interest within forty-five days of receiving the termination notice:-

Provided that where an Allottee do not intend to withdraw from the Project or terminate the Agreement, he shall be paid, by the Promoter, interest for the period 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.

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

- (i) In case the Allottee fails to make payments for Rs. (Rupeesonly) consecutive demands made by the Promoter as per the payment plan stated above, 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 prescribed in the Rules.
- (ii) In case of default by Allottee under the conditions listed above continues for a period beyond 3 consecutive months after notice from the Promoter in this regard, the Promoter may cancel the allotment of the Apartment/Flat in favour of the Allottee and refund the money paid to it by the Allottee by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated:

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

10. CONVEYANCE OF THE SAID APARTMENT/FLAT :

The Promoter, on receipt of Total Price of the Apartment/Flat as per Term No.1.2 under the Agreement from the Allottee shall execute a conveyance deed and convey the title of the Apartment/Flat together with proportionate indivisible share in common areas within three months from the date of issuance of the completion certificate/ occupancy certificate as the case may be, to the Allottee.

Provided that, in absence of Applicable law, the conveyance deed in favour of the Allottee shall be carried out by the Promoter within three months from the date of issue of completion certificate/ occupancy certificate. However, in case the Allottee fails to deposit the stamp duty, registration charges within the period mentioned in the demand notice, letter, the Allottee authorizes the Promoter to withhold registration of the conveyance deed in his favour till payment of stamp duty and registration charges to the Promoter is made by the Allottee.

11. MAINTENANCE OF THE SAID BUILDING/ APARTMENT/FLAT/ PROJECT:

The Promoter shall be responsible for providing and maintaining the essential services in the Project, till the taking over of the maintenance of the Project by the association of Allottee upon the issuance of the completion certificate of the Project. The cost of such maintenance has been included in the Total Price of the Apartment/Flat.

12. DEFECT LIABILITY :

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per this Agreement relating to such development is brought to the notice of the Promoter within a period of 2 years by the Allottee from the date of handing over possession, it shall be the duty of the Promoter to rectify such defects without further charge, within thirty days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottee shall be entitled to receive appropriate compensation in the manner as provided under the Act.

13. RIGHT TO ENTER THE APARTMENT/FLAT FOR REPAIRS:

The Promoter/ Maintenance Society/ Association of Allottee 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 Promoter/ Maintenance Society to enter into the Apartment/Flat 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 and service areas, if any, as located within the _____, shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, fire fighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for used by the Association of Allottees formed by the Allottees for rendering maintenance services.

15. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT/FLAT:

15.1 Subject to para 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the said Apartment/Flat at her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the said building Apartment/Flat, or the staircases, lifts, common passages, corridors, circulation areas, atrium or compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the said Apartment/Flat, and keep the said Apartment/Flat, its walls and partitions, sewers, drains, pipes 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 would not put any sign-board, neon light, publicity material or advertisement material etc. on the façade of the building or anywhere on the exterior of the Project, building therein or common areas. The Allottee shall also not change the color scheme of outer wall or painting of the exterior side of 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/Flat 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 wall of the Apartment/Flat.

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

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

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

17. ADDITIONAL CONSTRUCTIONS:

The Promoter undertakes that it shall not make additions or put up additional structure anywhere in the Project after the building plan, layout plans sanction plan and specifications, amenities and facilities has been approved by the competent authority and disclosed, except for as provided in the Act.

18. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:

After the Promoter executes this Agreement it shall not mortgage or create a charge on the said Apartment/Flat and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who have taken or agreed to take such Apartment/Flat.

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

The Promoter has assured the Allottee that the project in its entirety is in accordance with the provisions of the Urban Planning & Development Act, 1973 and Uttar Pradesh Apartment/Flat (Promotion of Construction, Ownership and Maintenance) Act 2010, (U.P. Act No.16 of 2010).

20. BINDING EFFECT:

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the Schedules along with the payments due as stipulated in this Agreement within thirty days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub- Registrar- Karchhana, Prayagraj as and when intimated by the Promoter. If the Allottee fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar- Karchhana, Prayagraj for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

21. ENTIRE AGREEMENT:

This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof. and supersedes 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/Flat, as the case may be.

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

23. PROVISIONS OF THIS AGREEMENT APPLICABLE ALLOTTEES/SUBSEQUENT ALLOTTEES:

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

24. WAIVER NOT A LIMITATION TO ENFORCE:

24.1 The Promoter may, at least solve option and discretion, without prejudice to its rights as set out in this Agreement wave the breach by the Allottee in not making payments as per the payment plan mentioned in this Agreement including waving the payment of interest for

delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Promoter in the case of one allottee shall not be construed to be a precedent and /or binding on the Promoter to exercise such discretion in the case of other allottee.

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

25. SEVERABILITY:

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

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

Wherever in this Agreement it is stipulated that the Allottee have to make any payment, in common with other Allottee in the Project, the same shall be the proportion which the carpet area of the Apartment/Flat bears to the total carpet area of all the Apartment/Flat 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 any such transaction.

28. PLACE OF EXECUTION:

The execution of this Agreement shall be completed only upon its 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 Prayagraj after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar, Karchhana, Prayagraj. Hence this Agreement shall be deemed to have been executed at Prayagraj.

29. NOTICES:

All the notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by registered post at their respective addresses specified below:-

Allottee's name & Address

.....
.....
.....
.....

Promoter's name & Address

HK INFRAZONE (PVT.) LIMITED

[CIN- U70102UP2012PTC050473 & PAN-AACCH9169E];

a duly incorporated company under the Provisions of
Companies Act, 2013; having its Registered Office at :

17, Industrial Colony, Naini, Allahabad

Through its Director Shri Hemant Kumar Sindhi

(Aadhaar No.XXXX XXXX 0141)

Son of Late Jamuna Das, Resident of 17, Industrial Colony,
Naini, Prayagraj [Authorized vide Resolution dated of
Board of Directors.]

It shall be the duty of the Parties to inform each other of any changes 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 ALLOTTEE:

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

31. SAVINGS:

Any application, letter, allotment letter or any other document signed by the allottee, in respect of the apartment, Flat, plot or building, as the case may be, prior to the execution and registration of the agreement for sale for such apartment/Flat, as the case may be, shall not be construed to limit the rights and interests of the Allottee or the promoter under the agreement for sale, under the Act, 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, rules and regulations made there under including other applicable laws of India for the time being in force.

33. DISPUTE RESOLUTION:

All or any dispute arising out of or touching upon or in relation to the terms and conditions of this Agreement including the interpretation and validity thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussions, between the Parties, failing which the dispute shall be settled in the manner as provided under the Act.

IN WITNESS WHERE OF parties herein above named have set their respective hands and signed this Agreement for sale at Prayagraj in the presence of attesting witness, signing as such on the day first above written.

Signed and delivered by the within named

Allottee's name & Address

.....

.....

.....

Signed and delivered by the within named Promoter in the presence of witnesses at
Prayagraj on day of

PROMOTER

For and on behalf of **HK INFRAZONE (PVT.) LIMITED**

Name Hemant Kumar Sindhi
Signature

Designation Director

WITNESSES

1.

.....

.....

2.

.....

.....

Drafted by:

Typed by:

DRAFT FOR RERA REGISTRATION PURPOSES ONLY

SCHEDULE- 'A'

(Details of Apartment)
As per approved map.

Apartment/Flat No. _____ (_____ BHK, UNIT NO.____, TOWER No.____); Built up Area- _____ Sq. Ft. or _____ Sq. Meters and Carpet Area – _____ Sq. Ft. or _____ Sq. Meters; situated on the _____ Floor in Block- '____' ("Building") along with covered parking space for _____ car in Residential Complex known as **"SUNSHINE IMPERIAL HEIGHTS"**; built over Arazi No. 18 (Minjumala), Area- _____ Sq. Meters and Part of Arazi No.145, Area- _____ Sq. Meters; Total Area -16000 Sq. Meters; both Araziat situated in village- Dhanuha, Pargana- Arail, Tehsil- Karchhana, District- Prayagraj and bounded as below:

North -

South -

East -

West -

SCHEDULE- 'B'

(Floor Plan of the Apartment)
As per approved map already provided to the allottee.

SCHEDULE- 'C'

PAYMENT PLAN

SCHEDULE- 'D'

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

SCHEDULE – 'E'

(Specification, Amenities, facilities which shall be in conformity with the Advertisements, Prospectus etc. circulated by the Promoter at time of booking of Units in the Project)

As per Separate list already provided to the Allottee.

SCHEDULE- 'F'

(Internal/external development works etc. which are parts of the Project) which shall be in conformity with the Advertisements, Prospectus etc. circulated by the Promoter at time of booking of Units in the Project)

(As per separate list already provided to the allottee)

[18]

(The Schedules to this Agreement for sale shall be as agreed to between the Parties).

Stamp Duty of Rs. is payable on Rs.

Total Stamp Duty of Rs.
certificate No.IN-UP

is paid through e-Stamp bearing
dated

DRAFT FOR RERA REGISTRATION PURPOSES ONLY