AGREEMENT FOR SALE/SUB-LEASE

This Agreement for Sale/Sub-Lease together with all schedules (hereinafter referred to as "**Agreement**/**AFSL**") is executed at _____ on this _____ day of _____, 2026, by and between:

Mr. Raj Kumar Arora, son/daughter of Mr. Sant Lal, aged about 82 years, residing at 49, Kanjari Sarai, Near MM Hospital, MORADABAD, Uttar Pradesh,244001, hereinafter referred to as "**Promoter**" which expression shall, unless repugnant to the context thereof, be deemed to mean and include their successors and assigns);

AND

1. Mr. _____ S/o _____, Aadhar No. _____, PAN No. _____, R/o _____
2. Ms. _____ W/o, D/o _____, Aadhar No. _____, PAN No. _____, R/o _____

OR

M/s. _____, a company incorporated under the Companies Act, _____, CIN No. _____ having its registered office at _____ and corporate office at _____ represented by its authorized signatory _____ (Aadhar Card No. _____) authorized vide board resolution dated _____ ;

OR

_____, a firm incorporated under the Indian Partnership Act, 1932, having its principal place of business at _____ and corporate office at _____, PAN No. _____ represented by its authorized partner _____ (Aadhar Card No. _____) authorized vide _____;

OR

_____, a limited liability partnership incorporated under the Limited Liability Partnership Act, 2008, having its principal place of business at _____ and corporate office at _____, PAN No. _____ represented by its authorized partner _____ (Aadhar Card No. _____) authorized vide _____;

OR

_____, a trust, duly incorporated and constituted under the Indian Trusts Act, 1882, PAN No. _____through its trustee _____ (Aadhar Card No. _____);

OR

Mr. _____, (Aadhar Card No. _____) son of _____ aged about ____ years for self and as the Karta of the Hindu Joint Mitakshara Family known as _____ HUF **,** having its place of business/residence at _____ (PAN No. _____)

(hereinafter jointly or individually, as the case may be, referred to as the "**Allottee**" which expression unless contrary or repugnant to the context or meaning thereof shall mean and include its successors, heirs, representatives, administrators, executors, transferees and permitted assigns) of the **SECOND PART;**

The Promoter and the Allottee are hereinafter collectively 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 the State of Uttar Pradesh;
(d) "Rules" means the Uttar Pradesh Real Estate (Regulation and Development) Rules, 2016 as amended from time to time;
(e) "Regulations" means the regulations by the Authority made under the Real Estate (Regulation and Development) Act, 2016
(f) "Section" means a section of the Act.

WHEREAS:

A. The Promoter is the absolute and lawful owner of land **GATA NO - 827,829,831,832,834,842,843,844,845 AND 866 situated at VILLAGE - MANOHARPUR BESIDE OF KPS SCHOOL DELHI ROAD TEH AND DISTT. MORADABAD** admeasuring **13139** Square Meter (hereinafter referred to as the "**Total Land/Plot**")

B. The Total Land is earmarked for the purpose of developing a plotted development scheme along with amenities, facilities, services, etc., and such other developments as may be permitted ("**Project**") on the Total Land, and the said Project shall be known **as "ARDAS HOMES".**

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 the Project is to be constructed have been completed.

D. The **Moradabad Development Authority** has granted the commencement certificate to develop the Project vide approval dated bearing file No.: **MBDA/LD/24-25/0540 dated 19/08/2025.**

E. The Promoter has obtained the layout plan, sanctioned plan, specifications, and all necessary approvals for the Project and also for the apartment, plot, or building, as the case may be, from **Moradabad 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. _____.

G. The Allottee had applied for a plot in the Project vide application No…….. dated ……and has been allotted plot No……. having area of square meters (square feet) and plot for garage/covered parking admeasuring square feet (if applicable)] 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 (hereinafter referred to as the "Plot" more particularly described in Schedule A);

H. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;

I. The Allottee acknowledges that the Promoter has readily provided all information and clarifications as required by the Allottee. The Allottee, prior to execution of this Agreement, has also inspected all documents pertaining to the Project as well as all approvals and sanctions obtained by the Promoter through its advocates/consultants, obtained legal advice, made enquiries and has fully satisfied himself in all respects, with regard to the right, title and interest of the Promoter in the said Project. Furthermore, the Allottee acknowledges and declares that he has agreed to purchase the Unit/Apartment entirely upon his own independent enquiry and investigation.

J. The Parties hereby confirm and declare that they are signing this Agreement with full knowledge of all the laws, rules, orders, byelaws, 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, Lease Deed and all Applicable Laws, are now willing to enter into this Agreement on the terms and conditions contained 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 sale/sub-lease, and the Allottee hereby agrees to acquire/ purchase on sale/sub-lease the Unit/Apartment and the garage/covered parking (if applicable) as specified in Recital G.

NOW THEREFORE, in consideration of the premises and mutual agreements and covenants contained in this Agreement and other good and valuable consideration (the receipt and adequacy of which are hereby mutually acknowledged), each of the Parties hereby agrees as follows:

1. TERMS:

1.1. Subject to the terms and conditions as detailed in this Agreement, the Promoter hereby agrees to sub-lease and the Allottee hereby agrees to acquire/ purchase on sub-lease the Unit/Apartment as specified in Recital G.

1.1.1. 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/PLOT based on the carpet area is _____ (Rupees _____ only) ("**Total Price**"):

Plot No. Type:	Rate of PlotRs…… per sq. mtr. (Rs. _____ per sq. ft.)
Total Price (in Rs.)	

*Note- The Promoter shall provide breakup if the amounts such as cost of plot, proportionate cost of common areas, taxes and maintenance charges as per Clause 11 (as applicable).

AND (if/as applicable)

Garage/Covered Parking -1	Price for 1
Garage/Covered Parking -2	Price for 2
Total Price (in Rs.)	_____

Explanation:

(i) The Total Price as mentioned above includes the booking amount paid by the Allottee to the Promoter towards the Apartment/plot;

(ii) The Total Price as mentioned above includes Taxes, (consisting of tax paid or payable by the Promoter by way of GST and other taxes/fees/charges/levies etc. which may be levied, in connection with the development/construction of the Project(s)) paid/payable by the Promoter by whatever name called) up to the date of offer of handing over the possession of the Apartment/plot to the Allottee(s) and the Project to the association of allottees or competent authority, as the case may be, after obtaining the completion certificate:

Provided that, in case there is any change/modification in the taxes/charges/ fees/levies etc., the subsequent amount payable by the allottee(s) to the Promoter shall be increased/decreased based on such change/modification:

Provided further, if there is any increase in the taxes/charges/fees/levies etc. after the expiry of the scheduled date of completion of the Project as per registration with the

Authority, which shall include the extension of registration, if any, granted to the 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(s), the amount payable as stated in (i) above and the Allottee(s) shall make payments demanded by the Promoter within the time and in the manner specified therein. In addition, the Promoter shall provide to the Allottee(s) the details of the taxes/fees/charges/ levies etc. paid or demanded along with the acts/rules/notifications together with dates from which such taxes/fees/charges/levies etc. have been imposed or become effective;

(iv) The Total Price of Apartment/plot includes recovery of price of land, development/construction of [not only of the Apartment] but also of the Common Areas (if applicable), internal development charges, infrastructure augmentation charges, external development charges, taxes/fees/levies etc., cost of providing electric wiring, electrical connectivity to the apartment/plot, 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/plot 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 competent authority and/or township developer and/or any other increase in charges, which may be levied or imposed by the competent authority or the township developer from time to time. The Developer/Promoter undertakes and agrees that while raising a demand on the Allottee(s) for increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall enclose the said notification/order/rule/regulation/circular to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.

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

1.5. The Developer/ Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee(s) by discounting such early payments @ _____ % per annum for the period by which the respective installment has been preponed. The provision for allowing a rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee(s) by the Developer/Promoter.

1.6. It is agreed that the Developer/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/Building/Plot as the case may be, without the previous written consent of the Allottee(s);

Provided further that the Developer/Promoter may make such minor additions or alterations as may be required by the Allottee(s), or such minor changes or alterations as per the provisions of the Act.

1.7. [Applicable in case of an apartment] The Promoter shall confirm 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 the carpet area then the Promoter shall refund the excess money paid by Allottee within forty-five 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 any increase in the carpet area, which is not more than three percent of the carpet area of the 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/square foot as agreed in para 1.2 of this Agreement.

1.8. Subject to Clause 9.3 the Developer/Promoter agrees and acknowledges that the Allottee(s) shall have the right to the Premises/Unit as mentioned below:

(i) The Allottee(s) shall have exclusive ownership of the Apartment/plot

(ii) The Allottee(s) shall also have undivided proportionate share in the Common Areas. Since the share/ interest of Allottee(s) in the Common Areas is undivided and cannot be divided or separated, the Allottee(s) shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. Further, the right of the Allottee(s) to use the Common Areas shall always be subject to the timely payment of maintenance charges and other charges as applicable. It is clarified that the Developer/ Promoter shall convey undivided proportionate title in the Common Areas to the association of Allottees(s) as provided in the Act, subject to the Lease Deed;

(iii) That The computation of the price of the [Apartment/Plot] 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/Plot] 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/her/their Apartment/Project as the case may be.

1.9. It is made clear by the Developer/ Promoter and the Allottee agrees that the Apartment along with ____ garage/closed 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 Total 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 services and infrastructure for the benefit of the Allottees. 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 Developer/ Promoter agrees to pay all outgoings before offering the transferring of the physical possession of the Apartment to the Allottee(s), which it has collected from the Allottee(s), for the payment of outgoings (including land cost, ground rent, lease 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 Developer/Promoter fails to pay all or any of the outgoings collected by it from the Allottee(s) or any liability, mortgage loan and interest thereon before offering the transferring of the Apartment to the Allottee(s), the Developer/Promoter agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person.

1.11. The Allottee(s) has paid a sum of Rs. _____/- (Rupees _____only) as part of the booking amount being part payment towards the Total Price of the Premises/Unit at the time of Application and subsequently, the receipt of which the Developer/Promoter hereby acknowledges and the Allottee(s) hereby agrees to pay the remaining price of the Premises/Unit as prescribed in the Payment Plan (Schedule C) as may be demanded by the Developer/Promoter within the time and in the manner as specified therein:

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

2. MODE OF PAYMENT:

Subject to the terms of the Agreement and the Developer/Promoter abiding by the construction milestones, the Allottee(s) shall make all payments, on demand by the Developer /Promoter, within the stipulated time as mentioned in the Payment Plan (Schedule C) through A/c Payee cheque /demand draft or online payment (as applicable) in favour of _____ payable at Delhi NCR.

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

3.1. The Allottee(s), if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and rules and regulations made thereunder or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Developer/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 regulations of the Reserve Bank of India or any other applicable law. The Allottee(s) understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she shall 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 Developer/Promoter accepts no responsibility in regard to matters specified in Para 3.1 above. The Allottee(s) shall keep the Developer/Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee(s) subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee(s) to intimate the same in writing to the Developer/Promoter immediately and comply with necessary formalities if any under the applicable laws. The Developer/Promoter shall not be responsible towards any third party making payment/remittances on behalf of any Allottee(s) and such third party shall not have any right in the Application/Allotment of the said Apartment applied for herein in any way and the Developer/ Promoter shall be issuing the payment receipts in favour of the Allottee only.

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS:

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

5. TIME IS ESSENCE:

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

Similarly, the Allottee(s) 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 Developer/Promoter as provided in Schedule C ("**Payment Plan**").

6. CONSTRUCTION OF THE PROJECT:

The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the [Apartment/Plot] and accepted the floor plan, payment plan and the specifications, amenities and faCilities [annexed along with this Agreement] which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities. Subject to the terms in this Agreement, the Promoter undertakes to 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 [Please insert the relevant State laws] 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/UNIT:

7.1. **Schedule for possession of the said Apartment:** Schedule for possession of the said [Apartment/Plot] - The Promoter agrees and understands that timely delivery of possession of the [Apartment/Plot] 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/Plot] 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/Plot]: Provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the 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 rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement. In case the project is developed in phases, it will be the duty of the promoter to maintain those common areas and facilities which are not complete and handover all the common areas and facilities to the RWA once all phases are completed. The promoter shall not charge more than the normal maintenance charges from the allottees.

7.2. **Procedure for taking possession:** The Developer/Promoter, upon obtaining the Completion/Occupancy Certificate from the competent authority shall offer in writing the possession of the Premises/Unit, to the Allottee(s) in terms of this Agreement to be taken within 2 (two months) from the date of issue of completion/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 certificate/occupancy certificate. 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 issuance of the completion certificate/occupancy certificate (as applicable) for the Project. The Promoter shall handover the completion certificate/occupancy certificate (as applicable) of the Apartment/Plot as the case may be to the Allottee at the time of conveyance of the same.

7.3. **Failure of Allottee(s) to take Possession of Apartment/Unit:** Upon receiving a written intimation from the Developer/Promoter as per clause 7.2, the Allottee(s) shall take possession of the Apartment from the Developer/Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Developer/Promoter shall give possession of the Apartment to the Allottee(s). In case the Allottee(s) fails to take possession within the time provided in clause 7.2, such Allottee(s) shall continue to be liable to pay to the

Promotor Holding Charges at the rate of Rs 2 per month per square feet of carpet area for the period beyond three months till actual date of possession in addition to maintenance charges as specified in para 7.2.

7.4. **Possession by the Allottee(s):** After obtaining the occupancy certificate/completion certificate (as applicable) and handing over physical possession of the Apartment/Unit to the Allottee(s), it shall be the responsibility of the Developer/Promoter to hand over the necessary documents and plans, including common areas, to the association of the Allottees or the competent authority, as the case may be, as per the Applicable Laws.

Provided that in the absence of Applicable Law, the Promotor shall handover the necessary documents and plans, including Common Areas, to the association of the Allottees or the competent authority, as the case may be, within thirty days after obtaining the Completion Certificate/Occupancy Certificate (as applicable) for the whole Project.

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

Provided that where the Allottee(s) proposes to cancel/withdraw from the project without any fault of the Developer/Promoter, the Developer/Promoter herein is entitled to forfeit the booking amount paid for the Allotment. The Promoter shall return 50% of the balance amount of money paid by the Allottee within 45 days of such cancellation/withdrawal and the remaining 50% of the balance amount on re allotment of the Apartment or at the end of 1 year from the date of cancellation/withdrawal by the Allottee, whichever is earlier. The Promoter shall inform the previous Allottee the date of reallotment of the said Apartment and also display this information on the official website of UPRERA on the date of reallotment.

7.6. **Compensation:** The Developer/Promoter shall compensate the Allottee(s) 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/compensation under this section 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 Developer/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 herein; 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 Developer/Promoter shall be liable, on demand to the Allottee(s), in case the Allottee(s) wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Apartment, with interest at the rate specified in the Rules including compensation in the manner as provided under the Act within 45 days of it becoming due.

Provided that where if the Allottee(s) does not intend to withdraw from the Project, the Developer/Promoter shall pay the Allottee(s) interest at the rate specified 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 45 days of it becoming due.

8. REPRESENTATIONS & WARRANTIES OF THE PROMOTER

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

(i) The Developer/Promoter has clear and marketable title with respect to the Total Land; the requisite rights to carry out development upon the Total Land and absolute, actual, physical and legal possession of the Total Land for the Project, subject to the Lease Deed;

(ii) The Developer/Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;

(iii) There are no encumbrances upon the Total Land or the Project;

(iv) There are no litigations pending before any Court of law with respect to the Total Land, Project or the Apartment;

(v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, Total Land and Apartment are/shall remain valid and subsisting and have been obtained by following due process of law. Further, the Developer/Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, Total Land, Building and Apartment and Common Areas;

(vi) The Developer/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(s) created herein, may prejudicially be affected;

(vii) The Developer/Promoter has not entered into development agreement or any other agreement/ arrangement with any person or party with respect to the part of the Total Land, including the Project and the said Apartment which will, in any manner, affect the rights of Allottee(s) under this Agreement;

(viii) The Developer/Promoter confirms that the Developer/Promoter is not restricted in any manner whatsoever from sub-leasing the said Apartment to the Allottee(s) in the manner contemplated in this Agreement;

(ix) At the time of execution of the Tripartite Sub-Lease Deed/ conveyance deed the Developer/Promoter shall handover lawful, vacant, peaceful, physical possession of the Premises/Unit to the Allottee(s) and the Common Areas to the association of the Allottee(s) or the competent authority, as the case may be, subject to the Lease Deed;

(x) The Total Land is not the subject matter of any Hindu Undivided Family(HUF) and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Total Land;

(xi) The Developer/Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said Project to the competent Authorities till the completion certificate/occupancy certificate (as applicable) has been issued and possession of the Apartment along with common areas (equipped with all the specification, amenities and facilities) has been offered for hand over to the Allottee and the common areas to the Association of the Allottees or the competent authority, as the case may be;

(xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the Total Land) has been received by or served upon the Developer/Promoter in respect of the said Land and/or 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:

(i) Promoter fails to provide ready to move in possession of the Unit to the Allottee on or before committed date 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 Unit shall be in a habitable condition which is complete in all respects and for which Completion Certificate/Occupancy Certificate has been issued by the competent authority.

(ii) Discontinuance of the Promoter's business as a Promoter on account of suspension or revocation of his registration under the provisions of the Real Estate Act or the rules or regulations made thereunder.

9.2. In case of Default by Promoter under the conditions listed above, a non-defaulting Allottee shall be 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 thereafter the Allottee be required to make the next payment without any penal 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 Unit along with Delay Payment Interest rate equal to MCLR (Marginal Cost of Lending Rate) on Home Loan of State Bank of India +1% unless provided otherwise under the Rules, within 45 (Forty Five) days of receiving the termination notice from the Allottee.

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 offer for handing over of the possession of the Unit which shall be paid by the Promotor to the Allottee within 45 (Forty Five) days of it becoming due.

9.3. Allottee shall be considered under a condition of default, in the following events:

(i) In case the Allottee fails to make payments for 2 (two) consecutive demands made by the Promoter as per Payment Plan, 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 the 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 continues 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 favour of the Allottee and refund the money paid to him by the Allottee by 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:

Provided that the Promoter shall intimate the Allottee about such termination at least thirty (30) days prior to such termination.

10. CONVEYANCE OF THE SAID APARTMENT/UNIT:

The Developer/Promoter, on receipt of complete amount of the Total Price of the Apartment /Unit as per Para 1.2 under the Agreement from the Allottee(s), shall execute a Tripartite Sub-Lease Deed and transfer the title of the Apartment/Unit together with proportionate indivisible share in the Common Areas within 3 (three) months from the issuance of the occupancy certificate/completion certificate as the case may be, to the Allottee.

Provided that, in the absence of Applicable Law, the Conveyance Deed in favour of the Allottee shall be carried out by the Promotor within 3 months from the date of issue of completion certificate/occupancy certificate (as applicable). However, in case the Allottee(s) fails to deposit the stamp duty, registration charges within the period mentioned in the notice, the Allottee(s) authorizes the Developer/Promoter to withhold registration of the Tripartite Sub-Lease Deed in his/her favour till full and final settlement of all dues and stamp duty, registration legal expenses and registration charges to the Developer/Promoter is made by the Allottee(s).

11. MAINTENANCE OF THE SAID BUILDING/APARTMENT/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 Allottees upon 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 1 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 the price escalation for the purpose of the maintenance for next 1 year and so on. The Promoter will pay the balance amount available with him against the maintenance charge to the Association of Allottees once it is formed.

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 Developer/Promoter as per the agreement for sale/lease relating to such development is brought to the notice of the Developer/Promoter within a period of 5 (five) years by the Allottee(s) from the date of offer of handing over possession, or the date of obligation of the promotor to give possession to the allottee, whichever is earlier, it shall be the duty of the Developer/Promoter to rectify such defects without further charge, within 30 (thirty)

days, and in the event of Developer/Promoter's failure to rectify such defects within such time, the aggrieved Allottee(s) shall be entitled to receive appropriate compensation in the manner as provided under the Act.

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

The Developer/Promoter/maintenance agency/association of Allottee(s) shall have rights of unrestricted access of all Common Areas, garages/closed parking's and parking spaces for providing necessary maintenance services and the Allottee(s) agrees to permit the association of Allottees and/or Developer/Promoter /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 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 use by the Developer/Promoter/Maintenance Agency/Association of Allottees formed by the Allottees for rendering maintenance services.

15. <u>GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT:</u>

15.1. Subject to Para 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the Apartment at his/her/their own cost, in good repair and 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 authority 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 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/name-plate, neon light, publicity material or advertisement material, etc. on the face/façade of the Building or anywhere in the exterior of the Project, buildings therein or Common Areas. The Allottees shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in 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 thereafter the association of allottees and/or maintenance agency appointed by the association of allottees. 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 ALLOTTEE(S):

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

17. ADDITIONAL CONSTRUCTIONS:

The Developer/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) except for as provided in the Act.

18. DEVELOPER/PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:

After the Developer/Promoter executes this Agreement he shall not mortgage or create a charge on the Apartment/Building 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 has taken or agreed to take such Apartment/Building.

19. UP APARTMENT (PROMOTION OF CONSTRUCTION, OWNERSHIP AND MAINTENANCE OWNERSHIP) ACT, 2010:

The Promoter has assured the Allottee that the said Project in its entirety is in accordance with the provisions of the U.P. Apartment (Promotion of Construction, Ownership and Maintenance) Act, 2010. The Promoter has complied with the laws/regulations as applicable in state of 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 payments due as stipulated in the Payment Plan within 30 (Thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub Registrar ____ 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 receipt by the Allottee, and/or appear before the Sub Registrar for its Registration as and when intimated by the Promotor, 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/plot/building, 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 provisions contained herein and the obligations arising hereunder in respect of the 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 this Agreement, waive the breach by the Allottee in not making payments as per the Payment Plan including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Promoter in the case of one Allottee shall not be construed to be a precedent and /or binding on the Promoter to exercise such discretion in the case of other allottees.

24.2. Failure on the part of the Promoter 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 Real Estate Act or the rules and regulations made thereunder or under other Applicable Laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Real Estate Act or the rules and regulations made thereunder or the Applicable Laws, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

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 allottees in Project, the same shall be the proportion which the Carpet Area of the Apartment/Unit bears to the total carpet area of all the Apartments/units 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 complete only upon its execution by the Promoter through its authorised signatory at the Promoter's Office or at some other place which may be mutually agreed between the Promoter and the Allottee after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution of the said Agreement shall be registered at the office of the Sub-Registrar at **Moradabad.**

29. NOTICES:

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

_____ Name of the Allottee
_____. Allottee address

Name of the Promotor - **Mr. Raj Kumar Arora, 49, Kanjari Sarai, Near MM Hospital, MORADABAD, Uttar Pradesh,244001**

It shall be the duty of the Allottee(s) and the Developer/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 Developer/Promoter or the Allottee(s), as the case may be.

30. JOINT ALLOTTEES:

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

31. SAVINGS:

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

32. GOVERNING LAW AND JURISDICTION:

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

33. DISPUTE RESOLUTION:

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

[*Signature page follows*]

IN WITNESS WHEREOF, the Parties hereto have set their respective hands and signed this Agreement for Sale/Sub-Lease at _____ in the presence of attesting witness and subscribed their hands/seals as of the date first above written:

SIGNED & DELIVERED BY THE PROMOTER

_____

[Signature and Name of the Authorized Signatory]

SIGNED & DELIVERED BY THE BUYER(S)

First Buyer

_____

Signature and Name of the Signatory/ Authorized Representative / Authorized Signatory

At _____ on _____in the presence of Witnesses:

Second Buyer

1.

Third Buyer

2.

SCHEDULE A: DESCRIPTION OF THE APARTMENT/PLOT/UNIT AND THE GARAGE/COVERED PARKING (IF APPLICABLE) ALONG WITH BOUNDARIES IN ALL FOUR DIRECTIONS

SCHEDULE B: FLOOR PLAN OF THE APARTMENT/PLOT/UNIT

SCHEDULE C: PAYMENT PLAN

SCHEDULE D: SPECIFICATIONS AMENITIES FACILITIES WHICH ARE PART OF THE APARTMENT/ PLOT/UNIT

SCHEDULE E: SPECIFICATIONS AMENITIES FACILITIES (WHICH ARE PART OF THE PROJECT)

Promoter Allottee(s)