

Consideration- Rs. \_\_\_\_\_/-

Advance - Rs. \_\_\_\_\_/-

Stamp- Rs. \_\_\_\_\_/-

**AGREEMENT FOR SALE WITHOUT POSSESSION**

1. CATEGORY OF LAND - RESIDENTIAL FLAT
2. WARD/PARGANA - LUCKNOW
3. MOHALLA -AHMAMAU & ARDAUNAMAU SECTOR-7,GOMTI NAGAR EXT. LUCKNOW
4. DETAIL OF PROPERTY - Flat No-\_\_\_\_\_,Tower-\_\_\_\_\_, \_\_\_\_ Floor, Paarth Aadyant Phase-II
5. UNIT OF MEASUREMENT - IN SQUARE METER
6. SUPER AREA - \_\_\_\_\_ SQ. FEET=\_\_\_\_\_SQ.MTR.
7. SITUATION OF ROAD -100 METER AWAY FROM SHAHEED PATH
8. CARPET AREA - \_\_\_\_\_SQ. FEET= \_\_\_\_\_SQ. MTR.
9. STAMP DUTY -RS. \_\_\_\_\_/-
10. SALE CONSIDERATION - RS. \_\_\_\_\_/-
11. Detail of First Party -M/S Paarth Infrabuild Private Limited, a company incorporated under the Companies Act, 1956, having its Registered Office At Flat No. 311 To 315, 3rd Floor Naurang House, 21 Kasturba Gandhi Marg, New Delhi - 110001 acting through its authorized signatory Mr. \_\_\_\_\_ S/o Mr. \_\_\_\_\_ R/o 3rd Floor Eldeco Corporate Tower, Vibhuti Khand, Gomti Nagar, Lucknow
12. Detail of Second Party \_\_\_\_\_ S/D/W of \_\_\_\_\_ resident of \_\_\_\_\_.

**Agreement to Sell without possession**

This Agreement to Sell ("**Agreement**") is executed at Lucknow on \_\_\_\_\_ day of \_\_\_\_\_ 2018 between: **M/s Paarth Infrabuild Private Limited, (RERA Registration No- UPRERAPRM1883 Dated-26-07-2017)** a company incorporated under the Companies Act, 1956, having its registered office at **Flat no 311 to 315, 3<sup>rd</sup> Floor Naurang House, 21Kasturba Gandhi Marg, New Delhi - 110001** acting through its authorized signatory Mr. \_\_\_\_\_ S/o Mr. \_\_\_\_\_ R/o 3<sup>rd</sup> Floor Eldeco Corporate Tower,Vibhuti Khand, Gomti Nagar, Lucknow duly authorized by the board's resolution (hereinafter referred to as the "**Company / Promoter**", which expression shall include its successors in interest and permitted assigns) being party of the FIRST PART;

**AND**

\_\_\_\_\_ S/D/W \_\_\_\_\_ of \_\_\_\_\_ resident of \_\_\_\_\_  
\_\_\_\_\_. (hereinaftersingly/jointly, as the case may be, referred to as the "**Allottee**" which expression shall unless repugnant to the subject or context mean and include its successors, legal heirs, legal representatives, permitted assigns, nominees and executors) being Party of the **Second Part**.

## **DEFINITIONS**

- i) "**Agreement**" shall mean this Agreement to Sell including all annexures, recitals and terms contained herein, as executed by and between the Company and the Allottee and includes any amendments thereto.
- ii) "**Advance Consideration**" shall have the meaning as ascribed to it under Clause 2.4 of this Agreement.
- iii) "**Force Majeure Conditions**" shall mean and include any event or combination of events or circumstances beyond the control of the Company which cannot (a) by the exercise of the due diligence, or (b) despite the adoption of reasonable precaution and / or alternative measures be prevented, or caused to be prevented, and which adversely effects the Company's ability to perform its obligations as detailed out in the terms and conditions of this Agreement, and shall include but not be limited to:
  - a) acts of God, i.e. fire, drought, flood, earthquake, epidemics, natural disasters etc.;
  - b) explosions or accidents, air crashes, acts of terrorism or civil commotion;
  - c) strikes or lock-outs, industrial disputes;
  - d) non-availability of cement, steel or other construction material due to strikes of manufacturers, suppliers, transporters, or other intermediaries or due to any other reason whatsoever;
  - e) war or hostilities of war, riots, bandh;
  - f) amendment in any law, rule or regulation or issue of any injunction, court order or direction from any governmental authority including and not limited to those related to or concerning the manner of / objections to land acquisition, usage of the Total Land / Project land etc. that prevents or restricts the Company from performance of / complying with any / all terms and conditions of this Agreement;
  - g) if any competent authority(ies) refuses, delays, withholds, denies the grant of necessary approvals and permissions for the Project or; if any matters and issues relating to such approvals and permissions, notices, notifications by the competent authority(ies) become subject matter of any suit/writ before a competent court or; for any reason whatsoever;
  - h) any disputes with the competent authorities or contractors or work personnel including filing of suits / pleadings or initiation of proceedings by any person/authority against the Company;
  - i) any event / circumstances analogous to the aforementioned event or which is out of control of the Company.
- iv) "**Interest**" shall mean interest rate as may be prescribed under the Real Estate (Regulation and Development) Act, 2016 and rules or regulations made thereunder.

- v) **"Non-refundable Amount"** shall mean the amounts paid by the Allottee including interest due / paid / payable on delayed payments / instalments, brokerage fee and taxes (including service tax and other similar taxes) paid/payable to the authorities, if any, or any other amounts of similar nature which are deductible / adjustable by the Company as per the terms herein.
- vi) **"Project"** shall mean group housing project by the name of **PAARTH AADYANT PHASE –II (UPRERA Registration No. UPRERAPRJ3388)** at plot admeasuring **3135 SQ.M.** comprising of residential towers/units, commercial facilities, community facilities along with common areas and facilities situated at Village-Ahmamau, Sector-7, Gomti Nagar Extention, Shaheed Path, Lucknow
- vii) **"Unit"** shall mean apartment/unit no. \_\_\_\_\_ on \_\_\_\_\_ floor in tower- \_\_\_\_\_ admeasuring \_\_\_\_\_ square feet i.e. \_\_\_\_\_ Sq. Mtr. Super Area Out of which the carpet area is \_\_\_\_\_ Square feet i.e. \_\_\_\_\_ Sq. Mtr. in **Paarth Aadyant Phase II** along with right to use one no. of open parking space. Layout Plan of the Unit is annexed herewith as **Annexure I**, situated at Paarth Aadyant, village- Ahmamau & Ardaunamau Sector-7, Gomti Nagar Extention, Shaheed Path, Lucknow.
- viii) **"Unit Consideration"** shall mean the consideration for allotment and purchase of the Unit as detailed in **Annexure II** annexed herewith and payable in accordance with the payment plan annexed herewith as **Annexure III**.

### **RECITALS**

- A. M/s Paarth Infrabuild Private Limited owns the Project land admeasuring **0.3135** hectares i.e. **3135** Sq. Meter situated at Village Ahmamau, Tehsil and District- Lucknow, Uttar Pradesh ("**Total Land**").
- B. The Company had purchased the said land through different Registered sale deeds and the name of the company are duly mutated in the land renew records for development of the Project on the Total Land comprising of residential developments, commercial developments, common areas, common facilities etc. and in terms thereof the Company in undertaking development of the Project. *the Company and the Developer are collectively the Promoters of the Project as per requirements of Real Estate (Regulation and Development) Act, 2016.*
- C. In order to promote the land and without prejudice to its all the terms and conditions, now the Agreement has been entered by and between M/s Paarth Infrabuild Pvt. Ltd. (referred to as PIPL or Project Promoter); and M/s New Modern Buildwell Pvt. Ltd. (referred to as EPC Partner or NMBPL); and M/s Rudrabhishek Enterprises Pvt. Ltd (referred to as REPL or Knowledge Partner); and IM+ Capitals Ltd. (referred to as Transaction Advisory) for mutual benefit and synergy to jointly harness the emerging business opportunities for project(s) and to jointly respond to the work order and execute the project.
- D. The layout plan of the Project/ Township has been approved by Lucknow Development Authority (L.D.A.) vide permit bearing no. **35791 dated- 09-12-2013**.
- E. The building plans for the Project have been duly sanctioned and approved by Lucknow Development Authority (L.D.A.) vide permit bearing no. **35791 dated- 09-12-2013** and the Company is developing

the Project in terms of the Developers Agreement. Further, as per the Developers Agreement, the Company has rights to advertise and market the Project and book, allot and sell units in the Project.

- F. The Allottee has vide application No.- \_\_\_\_\_ booking dated \_\_\_\_\_ applied for allotment and sale of the Unit and has advanced certain amounts as on records to the Company and the Company has accepted the application of the Allottee.
- G. The parties have agreed on the terms and conditions for sale and allotment of the Unit in favour of the Allottee and also on all the requirements of the Developer's Agreement as applicable at the date of signing this agreement and are now executing this Agreement to Sell for recording the agreed terms and conditions.

**NOW IN CONSIDERATION OF THE RECITALS AND MUTUAL COVENANTS, REPRESENTATIONS AND WARRANTIES SET FORTH HEREIN, THIS AGREEMENT WITNESSETH AND THE PARTIES HERETO INTENDING TO BE LEGALLY BOUND MUTUALLY AGREE AS FOLLOWS:**

**1. ALLOTMENT OF THE UNIT**

- 1.1 In consideration of various assurances of the Allottee as contained herein particularly in respect of the timely payment of installments towards Unit Consideration and other amounts/charges payable under this Agreement, and with conscious notice of the conditions as conveyed with relation to applicability of RERDA on this arrangement, observance of the terms and conditions of this Agreement and completing various formalities as may be required by the Company from time to time, the Company hereby allots and agrees to sell to the Allottee and the Allottee accepts the allotment and agrees to purchase from the Company the Unit, on the terms and conditions set out herein.

**2. UNIT CONSIDERATION AND OTHER CHARGES**

- 2.1. The Allottee agrees that it shall pay the Unit Consideration and other charges in respect of the Unit and/or facilities provided in the Project in accordance with the payment schedule / plan annexed herewith.
- 2.2. The Allottee has agreed to pay to the Company Unit Consideration and other charges as detailed in **Annexure II** annexed herewith towards allotment and purchase of the Unit in accordance with the payment plan as annexed herewith at **Annexure III**.
- 2.3. The Allottee agrees that he/she/they/it shall pay the price of the said Unit and other Costs calculated on the basis of Carpet Area vis-a-vis unit area, which is understood to include pro-rata share of the common areas in the Project. The Super Area of the said Unit means the Covered area of the said Unit including the entire area enclosed by its periphery walls including area under walls, columns, balconies and lofts etc. and half the area of common walls with other premises/ Units which form integral part of said Unit and Common areas shall mean all such parts/ areas in the entire said Project which the Allottee shall use by sharing with other occupants of the said Project including entrance lobby, electrical shafts, fire shafts, plumbing shafts and service ledges on all floors, Common Corridors and passages, staircases, munties, services areas including but not limited to Machine Room, Security/ Fire Control Rooms, Maintenance Offices/Stores etc., if provided. The Allottee confirms that he/she/they/it has/have understood and that he/she/they/it agrees to this

definition and that it has no objection to the same and the Allottee has assured the Company that after having agreed to the definition of super area given hereinabove as the basis for purchase and payment of price of the said Unit, he/she/they/it shall not raise any dispute or make any claims etc. at a later date in this regard

- 2.4. As per the agreed payment plan, the Allottee has paid an amount of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) ("**Advance Consideration**"), The balance amount of the Unit Consideration and other charges shall be paid by the Allottee in accordance with the payment plan annexed at **Annexure III**. The total cost of the unit is Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) excluding GST or other Taxes as applicable.
- 2.5. The Allottee agree that the amount paid with the application and in instalments as the case may be, to the extent of 10% of sale consideration of the Apartment shall collectively constitute the ("**earnest money**").
- 2.6. The Allottee agrees and confirms that the Allottee has seen and accepted the details / layout plan of the Unit (**Annexure I**), the details of Unit Consideration and other charges (**Annexure II**), payment plan (**Annexure III**) and is satisfied with the same.
- 2.7. In addition to the Unit Consideration the Allottee shall also be liable to pay other charges such as external development charges, city development charge, taxes and cess as may be applicable/levied, additional power load or backup charges, additional gas connection charges, other charges as may be demanded by the Government/competent authority and such other charges in respect of such amenities/facilities that are not part of the Unit. The Allottee agrees that if such charges are increased or levied (including with retrospective effect) after the Conveyance Deed has been executed then such charges shall be treated as unpaid Unit Consideration of the Unit and the Company shall have the right to recover the same from the Allottee and the Company shall have the charge/lien on the Unit for recovery of such charges from the Allottee.
- 2.8. It is clarified by the Company and agreed by the Allottee that the basic sale price of the said Unit does not include the cost towards External Electrification, Power Backup Connection, Club membership, Interest Free Maintenance Security, Fire-Fighting Equipment, Pollution Control Devices, Water Connection, Sewerage Connection, Malba etc. and the cost/ charges towards the same shall be payable by the Allottee as and when demanded by the Company.
- 2.9. In the event of delay by the Allottee in payment of any instalments towards Unit Consideration and/or other charges as per the terms of this Agreement, the Allottee shall be liable to be pay to the Company prescribed Interest on the amounts due for the entire period of delay beyond the due date.
- 2.10. The Unit Consideration agreed herein is subject to escalation in cost of construction, cost of raw material and cost of labour in terms of Delhi Schedule Rate as published by CPWD from time to time. If due to change in any provision of law or guidelines/ directions issued

by the Government/ controlling authority/ judicial authority/ quasi-judicial authority/ tribunals/ commissions/ boards, government notifications, court orders or otherwise, the Company is required to provide or install or change new devices or undertake / implement new or advanced technologies / techniques for the Project or its development then the resultant increase in the cost of construction shall be distributed amongst all the allottees and the Allottee shall be liable to pay such increased cost pro-rata to the Unit at the time of and simultaneously with the offer of possession of the Unit as per terms herein.

- 2.11. The rates / area agreed between the Parties in this Agreement is valid and applicable only for the Unit allotted and agreed to be sold under this Agreement and shall have no effect on other spaces / apartments / units in the Project.
- 2.12. The Allottee agrees that specifications shown in the Brochures Pamphlets Advertisings and other related items are indicative only and that the Company may on its own provide any additional/ better specifications and/or facilities other than those mentioned in the Brochure/ Pamphlets Advertisings and other related items due to technical or aesthetic reasons including due to non-availability of Certain materials of acceptable quality and price or due to popular demand or for reasons of the overall betterment of the said Project/Unit with the consent of the Allottee. The Allottee agrees to pay for the cost of additional/ better specifications and/or facilities as additional cost proportionately or as the case may be, as and when demanded by the Company.
- 2.13. Further, if any discounts concession, in whatsoever way, has been given by the Company in the Basis Sale Prices payment term to the Allottee in lieu of his/her/their consensus for timely payment of instalments and other allied/ additional cost, then Allottee hereby authorize the Company to withdraw such discounts concession and demand the payment of such discounts concession amount as a part of sale consideration amount, which the Allottee hereby agree to pay immediately. The Company in its absolute discretion may Condone the delay by charging penal interest at marginal lending rate of SBI plus 2% or at the rate as applicable under the state rules shall be charged from the due date of payment.
- 2.14. The Allottee agrees and understands to pay to the Company all amounts as may be intimated by the Company towards City Development Charges (CDC), Infrastructure Development Charges (IDC), Bandha Charges, Malba Charges, Water Charges, Water and sewer connection charges, EDC, EEC, Administrative Expenses or any other charges levied by LDA / Nagar Nigam / Government Body etc. If such charges are increased (including with retrospective effect) after the Conveyance/Sale Deed has been executed then such charges shall be treated as unpaid sale price of the said Unit and the Company shall have the first charge/lien on the said Unit for recovery of such charges from the Allottee.
- 2.15. After taking possession of the said Unit by the Allottee, if any addition or alteration in or about or relating to the said Unit are required to be carried out by the government or Local Authorities or in pursuance of any statutory requirement, the same shall be carried out by the Allottee in co-operation with the other Allottee in the said Project at its own cost and expenses and the Company shall not be in any manner liable or responsible for the same.

Any alteration or addition in the said Unit shall be carried out by the Allottee after getting the plans thereof sanctioned from the concerned authority

3. **PLANS AND SPECIFICATIONS OF THE PROJECT**

3.1. The Company has obtained the layout plan approvals and sanctioned plans for the Project from the competent authorities. The Allottee confirms that the Company has shared the approved specifications (**Annexure IV**), layout plans and sanctioned building plans with the Allottee and same are available at the Project site for further review of the Allottee. The Allottee confirms that it has examined the plans, designs and specifications of the Unit/Project and found them satisfactory.

3.2. The Company shall be entitled to effect variations, modifications, additions, alterations etc. in the Project plans, specifications and the nature of fixtures, fittings and amenities of the Project with the consent of the Allottee and the Allottee hereby consents for the same. The Allottee further confirms that execution of this Agreement shall be sufficient to construe proper consent for the purposes of section 14 (2)(i) of the Real Estate (Regulation and Development) Act, 2016. Should the Project require additions or alterations in the sanctioned plans, layout plans and specifications of the buildings or the common areas within the Project, the Allottee hereby agrees to give its consent in writing as and when required by the Company. Further, in case any minor additions or alterations are required due to architectural and structural reasons duly recommended and verified by an authorised architect or engineer then the Company shall be entitled to carry out the same in accordance with the applicable provision of the Real Estate (Regulation and Development) Act, 2016.

The term "minor additions or alterations" shall have the meaning as ascribed to it under the Real Estate (Regulation and Development) Act, 2016.

3.3. It is further understood and agreed by the Allottee that the area of the said Unit given in this Agreement is tentative and subject to change as per direction of the Sanctioning Authority or Architect or Structural Engineers of the Company which may result in change (decrease/increase) in the area of the said Unit, change in its dimension, size, location, number, boundaries etc. The Company shall, including where so required by any competent authority, be entitled at its sole discretion to make suitable alterations in the layout/building plan. In regard to such changes deemed necessary by the Company and/or its architects, the opinion of the Company and/or Company's Architects shall be final and binding on the Allottee. The final size, location, number, boundaries etc. shall be confirmed on completion of development of the Project. In case of increase in the allotted area of the said Unit, the Allottee shall pay for the initial 10% of increase in area at the rate of booking of the said Unit and shall pay for balance increased area at the then prevailing company's rates market rate. In case of decrease of the allotted area of the said Unit, the amount received in excess over and above the total Cost of the said Unit based on the changed area, shall be refunded/ adjusted (as the case may be) by the Company.

3.4. In addition to Clause 3.3 of this ATS, it has been clarified by the Company and Allottee hereby re-affirms that at the time of this Agreement, the Super Area of the said Unit is

based on permissible F.A.R /F.S. and its maximum utilization by the Company. If the Company opts to use F.A.R. F.S. less than the permissible F.A.R/ F.S. then the super area of the said Unit shall automatically increase/decrease proportionate to the super area of the said Unit as mentioned in this Agreement. If the super area of the Said Unit is increased/ decreased then the amount towards the increased/decreased area shall be paid/ adjusted in manner detailed in the Clause 3.3 of this Agreement.

- 3.5. The Company shall be carrying out development /construction of the Project in phases and shall also be connecting /linking the amenities/facilities viz. electricity, water, sanitary/drainage system etc. of the existing phases with new phases in the Project. The Allottee has agreed that it shall not make any objection or make any claims or default in any payment as demanded by the Company on account of inconvenience, if any, which may be suffered by it due to such development/construction activities or incidental /relating activities as well as connecting/ linking of amenities/facilities etc. as above said. The Company, relying in good faith on this specific undertaking of Allottee, has agreed to sign this Agreement in respect of the Unit and this undertaking shall survive throughout the occupancy of the Unit by the Allottee, his legal representatives, successors, administrators, executors, assigns etc. The phase-wise details of development of the Project will be available at the project site/website of the Company.
- 3.6. The Company shall be responsible for providing internal development within the Project, which inter-alia includes (i) laying of roads, (ii) laying of water lines, (iii) laying of sewer lines (iv) laying of electrical lines etc. in accordance with the applicable laws. However, it is understood that external or peripheral services such as, trunk water lines, sewer lines, storm water drains, roads, electricity, etc. as per the applicable laws are to be provided by the Government or the concerned local authority. Further, the standard of internal development has been defined by the Company and in case of any change in the internal development as a result of provision of law or guidelines/directions issued by the Government/ controlling authority/ judicial authority/ quasi-judicial authority/ tribunals/ commissions/ boards, government notifications, court orders or otherwise the resultant increase in cost of internal development works shall be distributed amongst all the allottees and the Allottee shall be liable to pay such increased cost pro-rata to the Unit at the time of settlement of accounts / payment of last instalment of Unit Consideration as per terms herein.
- 3.7. If as a result of any law that may be passed by any legislature or rule, regulation, order or notification that may be made and/or issued by the Government or any other authority including municipal authority, the Company is unable to commence construction or continue construction or complete the construction of the Unit / Project, then the Company may, if so advised, though not bound to do so, at its sole discretion challenge the validity, applicability and/or efficacy of such legislation, rule, order or notification by moving to the appropriate courts, tribunals and/or authority. In such a situation, the money(ies) paid by the Allottee in pursuance of this Agreement, shall continue to remain with the Company without the Company being liable to pay any interest and the Allottee agrees not to move for or to obtain specific performance of the terms of this Agreement. However, the Allottee may, if it so desires, become a party along with the Company in such litigation to protect

Allottee's rights arising under this Agreement. In the event of the Company succeeding in its challenge to the impugned legislation or rule, regulation, order or notification, as the case may be, it is hereby agreed that this Agreement shall stand revived and the Allottee shall be liable to full-fill all its obligations as provided in this Agreement. It is further agreed that in the event of the aforesaid challenge of the Company to the impugned legislation / order / rule / regulation / notification not succeeding and the said legislation/ order /rule/regulation becoming final, absolute and binding or in the event the Allottee intends to withdraw / cancel the allotment of the Unit, the Company will, subject to provisions of law/court order, refund to the Allottee, the amounts paid by it towards the Unit after deducting Advance Consideration and Non-refundable Amount without any interest or compensation of whatsoever nature within such period and in such manner as may be decided by the Company and the Allottee agrees to accept the Company's decision. Further, the cost for cancellation of allotment shall also be borne by the Allottee and shall be deducted out before refund of amounts to the Allottee. Save as otherwise provided herein, the Allottee shall not have any other right or claim of whatsoever nature against the Company under or in relation to this Agreement.

- 3.8. The Project shall always be known as "PAARTH AADYANT PHASE -I" and the Allottee/association of the allottees shall not change or modify the same in future.

4. **POSSESSION AND CONVEYANCE DEED**

- 4.1. Possession of the Unit will be offered for handover over by the Company to the Allottee by \_\_\_\_\_ (plus a grace period of 12 (Twelve) months from the date of execution of this Agreement subject to completion of the Project, Force Majeure Conditions and conditions beyond the control of the company.
- 4.2. That upon the completion of construction of the said flat excluding the Final Finishing (defined herein below), Company shall issue a written offer of possession /Final Demand Notice (hereinafter to be referred as "**FDN**") to the Allottee. Final Finishing means and includes painting (internal & external), polishing, fixing of CP fitting fixtures, fixing of flooring, cleaning etc. requiring about 60 days for its completion. It is understood and agreed by the Allottee that the Final Finishing of the said Flat shall be subject to the full settlement of accounts and completion of all other procedural and documentary requirements envisaged herein.
- Once the unit along with all the internal and external services is complete but internal finishing items are still to be completed then if the allottee and the developer both agree then the possession of the unit may be handed over with specific conditions that the allottee will furnish the unit with some specifications as defined or may get it finished by developer in due course on his cost as per actuals.
- 4.3. **Conveyance of said Apartment:** The Promoter, on receipt of complete amount of the Price of the [Apartment/Plot] under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the [Apartment/Plot] together with proportionate indivisible share in the Common Areas within 3 (three) months from the issuance of the occupancy certificate. However, in case the Allottee fails to deposit the stamp duty, registration charges and all other incidental and legal expenses etc. so demanded within

the period mentioned in the demand letter, the Allottee authorizes the Promoter to withhold registration of the conveyance deed in his/her favour till full and final settlement of all dues and stamp duty and registration charges to the Promoter is made by the Allottee. The Allottee shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899 including any actions taken or deficiencies/penalties imposed by the competent authority(ies).

- 4.3. The Allottee has to make up-to-date payment of all dues within 30 days of written offer of possession or Final Demand Notice (**FDN**) and after the payments of all instalments and other dues, if any, Allottee are required to get the Sale/Conveyance Deed executed. Further, the Allottee has to take possession of the said Flat within 60 days of the written offer of possession or Final Demand Notice (herein "Said Period") from the company failing which the said flat will lie at the risk and cost of the Allottee. In other words, possession of the Said Flat shall become due on the date of expiry of the Said Period (herein "**Possession Due Date**"). The Allottee understands and agrees that the LSMD, MRMC, Holding charges, Chowkidari charges, other charges etc. as applicable, shall become due/payable effective from the possession Due Date or the actual date of possession whichever is earlier, whether or not the Allottee takes possession of his/her/their/its Flat/Unit.
- 4.4. In the event the Allottee fails to pay dues to settle the accounts and execute the sale deed of the said Unit and take over possession of the said Unit from the Company within the Offer Period the Unit shall lie at the risk and cost of the Allottee. Further, in such an event, the Allottee shall be liable to pay to the Company holding charges as applicable per day / month for period commencing from the date of expiry of Offer Period till the date of payment of dues and execution of the Conveyance Deed.
- 4.5. Subject to the other terms and conditions of this Agreement, upon execution of the Conveyance Deed as per the terms of this Agreement, the Allottee shall have the (i) ownership of the Unit along with undivided proportionate rights in the portion of the land underneath the tower of the Unit; and (ii) inseparable and indivisible right to use / enjoy the common areas and common facilities along with other owners / occupants in the Project.
- 4.6. If construction and development of the Project is delayed by reason of Force Majeure Conditions, then the Allottee agrees that the Company shall be entitled to extension of time for completion of the Project and delivery of possession of the Unit. If the circumstances beyond the control of the Company so warrant, the Company may suspend the development works for such period as it may consider expedient and the Allottee shall not claim compensation of any nature whatsoever during the period of suspension of the scheme/project.

## **5. ABANDONMENT OF THE PROJECT**

- 5.1. The Company may abandon the Project or suspend construction and development of the Project in the following events:

- 5.1.1. in case the Force Majeure Conditions continue beyond a period of 30 (thirty) days from the date of its occurrence;
  - 5.1.2. in case 50% of the units of the Project remains un-allotted/unsold even after expiry of 12 months/years from the date of this Agreement making it non-viable for the Company to continue with the Project;
  - 5.1.3. in case 50% of the allottees out of the total units allotted/sold default in payment of instalments for a period of 4 months.
- 5.2. In case the Company is forced to abandon the Project due to force majeure circumstances that such Force Majeure conditions are of a nature which make it impossible for the contract to be implemented then the Allottee agrees that the Promoter shall refund the amount paid by the Allottee after deducting Non-refundable amount. In such an eventuality the Allottee shall not make any demand for interest or compensation from the Company on account of such abandonment or for reasons beyond its control as mentioned in clause 5.1.2 and 5.1.3 then upon being demanded by the Allottee the Company shall refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the apartment, along with interest at the rate specified in the Rules.

## 6. **USE OF THE UNIT**

- 6.1. The Residential Unit shall always be used by the Allottee for residential purposes only. Any change in the specified use shall be treated as a breach of the terms of this Agreement entitling the Company to take legal action against the Allottee and the Allottee shall have to compensate the Company for all other losses resulting there from. The Company shall not in any way, be responsible/ liable for any default / violation committed by the Allottee under any applicable laws, rules, regulations, guidelines etc. imposed by the concerned authority(ies) for not using the Unit for residential purpose.
- 6.2. The Allottee shall not at any time:
- 6.2.1 demolish the Unit or any part thereof nor will at any time make or cause to be made any additions and / or alterations of whatsoever nature to the structure of the Unit or any part thereof including any further constructions / modifications in the balconies of the Unit. No further constructions modification is permissible to the Allottee anywhere in the Unit including over the roof terrace of the said Unit and the Company or the Maintenance Agency shall always have the unrestricted right of access to the roof tops terrace of the Building to repair/renovates install any pipe, drains, water tank, electrical fittings, etc. for the common use.
  - 6.2.2 shall not cover/enclose balconies of the Unit.
  - 6.2.3 sub-divide / bifurcate the Unit or amalgamate the Unit with other neighbouring or adjacent units/spaces.

- 6.2.4 change the colour scheme of the outer walls or painting of the exterior side of the doors and windows etc. of the Unit or carry out any change in the exterior elevation or design of the Unit.
- 6.2.5 put any name or sign board, neon sign, publicity or advertisement material, etc. on the external façade of the Unit or anywhere on the exterior of the Unit or its building or common areas in the Project except the nameplate at gate / door of the Unit.
- 6.2.6 keep any material in the common areas and the passages in the building / Project or obstruct / disturb common facilities.
- 6.2.7 construct, place or maintain any matter or thing upon, over or under the common areas of the building / Project nor throw/stack trash, garbage, excess materials of any kind on or at the common areas.
- 6.2.8 store any hazardous or combustible goods in the Unit.
- 6.2.9 use the common parts/areas of the building / Project for keeping/chaining pets, dogs, birds or for storage of cycles etc.;
- 6.2.10 fix/install air conditioners / air coolers or alike equipments at any place other than the spaces earmarked / provided for in the Unit or its exterior and shall not design or project or open them in the inside passages or the common areas.
- 6.2.11 The roof/terrace rights of the Unit shall remain with the Company unless allotted to Allottee against Consideration. The Allottee shall have no objection if the Company gives on lease or hire any part of the top roof/terraces above the top floor for installation and operation of antenna, satellite dishes, Communication towers, signages etc.
- 6.3. In case of non-observance of any of the provisions contained in this Agreement and maintenance agreement, the Company/maintenance agency shall issue a notice to the Allottee to rectify the breach. Upon failure of the Allottee to rectify the breach the Company/maintenance agency through their authorised representative shall be entitled to enter the Unit, if required, and remedy / rectify the breach at the cost and expenses of the Allottee. Further, the Allottee shall be responsible for all losses, damages and/or expenses if any suffered by the Company/maintenance agency in this regard.
- 6.4. Any interior works /fit-outs in the Unit shall be implemented and undertaken by the Allottee in accordance with the rules and regulations of the Company/maintenance agency and applicable bye-laws. Such works shall not obstruct or affect the construction work, if any, of the Company or the interior works being carried out by any other buyer(s)/occupant(s) in the Project/building or cause any nuisance or annoyance of any kind which may be objectionable to the Company / maintenance agency or other buyer(s)/occupant(s) in the Project/building.

- 6.5. The Allottee shall be solely responsible towards the safekeeping of the material and the equipments kept at the Unit, to be used for the interiors being carried out by the Allottee, and the Allottee shall be responsible or liable in case of theft, pilferage or misplacement of such material or equipment. Further, the Allottee shall be liable for any accident or injury caused or occasioned to any employee or the workers engaged by the Allottee for doing the interiors or any work relating thereto. The Allottee shall indemnify the Company against all such claims or liabilities.
- 6.6. The Company may, by its authorized representatives / employees, at all reasonable times and in reasonable manner, after giving 24 (Twenty Four) hours' notice in writing unless warranted earlier, be entitled to enter the Unit for the purpose of ascertaining that the Allottee has duly complied with and observed the conditions under the provisions of this Agreement and / or the applicable laws and the Allottee agrees to extend all co-operation and assistance in this regard.
- 6.7. The Allottee shall comply with and carry out from time to time the requirements, requisitions, demands and repairs in the Unit which are required by the maintenance agency / competent authorities in respect thereof and shall keep the Company indemnified, secured and harmless against all costs, consequences and all damages arising on account of non-compliance with the said requirements, requisitions, demands and repairs.
- 6.8. The use of the Unit by the Allottee shall be subject to strict compliance of the house rules/code of conduct as may be formulated and determined by the Company / maintenance agency for such occupation/usage. Further, the Company / maintenance agency reserves the right to modify/amend the house rules/code of conduct and such modifications/changes shall be binding on the Allottee along with other buyers in the Project.
- 6.9. The Allottee agrees and understands that he/she/they/it shall not have any right in any commercial premises, shops, community centre etc. if any constructed in the Project. The Company shall be free to dispose of the same on such terms and condition, as it may deem fit and proper. The Allottee shall not have any right to interfere in the manner of booking/allotment sale of such commercial premises, buildings, shops, community centre etc. to any personal and also in their operation and management.
- 6.10. The Allottee hereby also agrees, undertakes and assures the Company and the Maintenance Agency that the Allottee shall not encroach upon any part of the Common Area/ Common Path of the said building/Project or upon the adjoining Units of the said Unit either by erecting or constructing any structure or by installing any kind of machine /equipments/ fixture (temporary or permanent) there upon. In case the Allottee encroaches upon any part of the Common Area/ Common Path of the said building/Project or upon the adjoining Units of the said Unit by erecting/ constructing/ installing any kind of structures machines equipments fixture (temporary or permanent) thereupon, the Company/ Maintenance Agency is authorized to remove or demolish, as the case may be,

such erection/ fixtures installation and the Company/ Maintenance Agency shall raise the expense bill to the Allottee towards the cost of such demolishing/ removal along with any other concurrent/ consequential expense/ loss incurred by the Company/ Maintenance Agency/ other Allottees/ Occupiers of other Units which the Allottee hereby agrees and undertakes to pay to the Company/Maintenance Agency within 7 days of the receipt of such Bill. The Company/ Maintenance Agency shall not be responsible for any kind of loss/ damage caused to any machines installation while removing/ demolishing the same or consequential thereupon.

**7. PARKING**

- 7.1. The Allottee agrees and confirms that it shall be entitled to the exclusive use of parking space designated / reserved for the use of the unit's Allottee. Such parking space shall be used together with the Unit and usage of the same shall not be allowed independent of the right to own / occupy the Unit.
- 7.2. The Allottee agrees and undertakes not to sell/transfer/deal with the designated / reserved parking space independent of the Unit. The Allottee undertakes to park its vehicle in the designated / allotted parking and not anywhere else in the Project.

**8. COMMON AREA AND FACILITIES**

- 8.1.1. The Allottee agrees and understands that the interest of the Allottee in the common areas and common facilities of the building of Unit and the Project is undivided and cannot be separated and the Allottee shall use such common areas and common facilities harmoniously along with other buyers, occupants, users, maintenance staff, etc. without causing any inconvenience or hindrance or obstruction to them. The Allottee shall use and access common areas and common facilities in accordance with the terms of this Agreement, maintenance agreement and house rules of the maintenance agency.
- 8.2. The common areas and common facilities shall not be transferred by the Allottee and shall remain undivided. The Allottee shall not bring any action or demand partition or division of the common areas and common facilities or any part thereof.
- 8.3. The Allottee agrees and confirms that the maintenance and upkeep of the common areas and common facilities will be undertaken by the Company/maintenance agency till handover of the same to association of allottees/competent authority, as the case may be.
- 8.4. The service areas, if any, as may be located within the Project, shall be earmarked by the Company to house services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, firefighting pumps and equipment storage etc. and other permitted uses/spaces. The Allottee shall not be permitted to use or access the service areas in any manner whatsoever and the same shall be reserved for use and access by the Company or the maintenance agency and its employees for rendering maintenance services. Any violation of this condition shall be a breach of this Agreement / maintenance agreement by the Allottee.

- 8.5. The common areas in the Project shall not be used by the Allottee for conducting any personal functions such as marriages, birthday parties, social gatherings etc. If any such personal functions are required to be conducted, same shall be conducted in area designated by the maintenance agency/Company for the said purposes after making payment of requisite charges as may be prescribed by the maintenance agency/Company and subject to obtaining necessary permissions from the Company / maintenance agency, as the case may be.

9. **ASSOCIATION OF ALLOTTEES**

- 9.1 Allottees/Occupants Association shall be formed within 12 (Twelve) months from the day of first possession. Initial office bearers shall be nominated by the Company for a minimum tenure of one year, which shall be reckoned from the date of taking over of the maintenance of the Complex by the Association.
- 9.2 It shall be incumbent on each Allottee to join the Association for the purpose of management and maintenance of the complex at the time of possession of the Flat/Unit and to abide by the Rules of the Association.
- 9.3 The Company shall handover the responsibility of the maintenance of the complex along with the LSMD and balance PDCs of MRMC (if any) within a period of 2 years from the date of first possession or minimum 40% possession are being hand over, whichever is earlier and thereafter association shall maintain the complex and collect the additional amount (if any) from the Allottee for the smooth running and maintenance of the complex.

10. **MAINTENANCE**

- 10.1 The Company shall be entitled to maintain and manage the Project and Common Areas and Common Facilities in the Project either itself or through the nominated maintenance agency.
- 10.2 The Allottee shall execute and enter into a separate maintenance agreement with the Company /maintenance agency in the prescribed format and shall also pay interest free security deposit, maintenance charges, replacement fund and all other related charges/fess to the Company/maintenance agency as determined by the Company or its appointed maintenance agency from time to time as per the terms of the maintenance agreement. In the event of any delay in making payment of charges specified under the maintenance agreement as per terms thereof the Allottee shall be liable to pay an interest at the marginal lending rate of SBI plus 2% or at the rate as applicable under the state rules shall be charged per annum on the amounts due for the entire period of delay.
- 10.3 Since, the Project is part of the Township, the Allottee agrees to pay to the Company/maintenance agency of the Township the Township Maintenance Fee/Charges at the prescribed rates and if required, shall also execute necessary documents/agreements in this regards with the Township maintenance agency.
- 10.4 The Allottee understands and agrees that the maintenance charges and Township maintenance charges/fee as applicable, shall become due/payable effective from the date

of possession or expiry of the offer of possession whichever is earlier, irrespective of whether or not the Allottee has taken possession of the Unit.

- 10.5 The Allottee, at its own costs and expenses, shall be responsible for maintenance of the Unit and fittings, fixtures, equipments, goods and furniture kept / installed in the Unit and shall keep the Unit, 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 pillars/structures etc. is not in any way damaged or jeopardized. Further, insurance of fittings, fixtures, equipments, goods and furniture kept / installed in the Unit shall be responsibility of the Allottee.
- 10.6 The Allottee confirms and undertakes to become the member of the association of allottees of the Project in accordance with the provisions of the applicable laws, sign/execute the forms/documents as may be prescribed by the association and make timely payment of all charges as stipulated by the association. The maintenance and management of Project and common areas and common facilities will be handed over to the association of the allottees owners / buyers in accordance with the applicable laws.
- 10.7 In the interest of all allottees/occupants of the Project buyers including the Allottee some safeguards need to be provided to prevent entry of unauthorized persons into the Project and to deal more effectively with the security of the Project entry to the Project is required to be regulated. For this, the Company / maintenance agency shall be free to restrict the entry of anyone into the Project whom it considers undesirable. The security services will be without any liability of any kind upon the Company / maintenance agency and security costs thereof shall form a part of the maintenance charges.
- 10.8 The Company or maintenance agency and their representatives, employees etc. shall be permitted at all reasonable times to enter into and upon the Unit, roof top, terrace, balconies etc. for carrying out any repair, alterations, cleaning etc., or for any other purpose in connection with the obligations and rights under this Agreement / maintenance agreement including for connections/ disconnections of the electricity and water and/or for repairing/ changing wires, gutters, pipes, drains, part structure etc. The Allottee hereby authorizes the Company or maintenance agency and their representatives, employees etc. that in case of urgency or exigency situation like, fire, short-circuit, gas-leakage, etc. to break the locks, doors, windows etc. of the Unit to enter into the Unit in order to prevent any further damages/ losses to life/ property in the said or adjoining Units/ building/ Project.
- 10.9 The company /Maintenance Agency shall maintain the Complex till the maintenance is handed over to the Allottee Association for a period as referred in Clause 9.3 from the date of completion of the block in which Said Flat is located and/or Project, whichever is earlier and the Company is not bound to maintain the Block and/or Colony beyond such period, as aforesaid. It is only playing the role of maintenance facilitator till that period. If the Association fails to take over the maintenance within that period, Company is authorized to cease the maintenance and return the Said Security net of default of Maintenance Charges; other dues etc. along with Applicable Interest and discontinue maintenance of the Block/Project. If association fails to accept the said return of Said Security within 15 days of written intimation

to such effect, then the net of default said security shall lie with the Company without creating any liability to either provide maintenance or interest on the same.

## **11 ELECTRICITY AND POWER BACK-UP**

- 11.1 The Allottee understands that an electric connection of 3 KVA shall be provided for the Unit. The Allottee pay the monthly electricity charges as per the bills raised on the basis of actual consumption based on the readings of meter installed for the Unit and charges for water consumption.
- 11.2 It is specifically made clear to the Allottee that in the event of non-payment of electricity charges as billed by the Company / maintenance agency, the consequences as detailed in this Agreement and the maintenance agreement shall follow.
- 11.3 Power back-up of load not exceeding 3 (Three) KVA would be provided for the Unit from standby generators / D.G. Sets subject to timely payment of maintenance charges and shall be in addition to normal power back up for the common areas and common facilities.
- 11.4 The Allottee shall pay on monthly basis charges for power back-up consumed by it as indicated in the meter which may be installed by the Company / Maintenance Agency at for the Unit.
- 11.5 In the event the Allottee withdraws / consumes the power load exceeding the above mentioned load, then the Allottee shall be liable to pay such penalty to the maintenance agency as the maintenance agency deems fit and imposes on the Allottee in respect thereof.

## **12 COMMERCIAL AND COMMUNITY AREAS**

- 12.1 The commercial and community areas of the Project including the club area are independent area declared by the Company as per applicable laws and the Company reserves the right to operate and manage the same in the manner as it deems fit. Further, the Company shall be entitled to sell, grant lease or license of or transfer the shops/commercial spaces in the Project to the third parties and the Allottee shall raise n objections to the same.
- 12.2 The Company intends to construct and develop a club in the Project which shall be an independent area. It is hereby clarified that the club may be developed by the Company in any of the phases of Project. Further, the club shall be owned, regulated and maintained by the Company and/or the entity appointed / nominated by the Company and to which the Allottee shall not raise objections The Allottee shall pay one time club membership charges as mentioned in **Annexure II** annexed herewith. The Allottee agrees and confirms that upon the club becoming functional the Allottee shall pay such amounts/charges to the Company/maintenance agency/management of the club at such intervals as prescribed by them for using various facilities in the club. Such usage charges shall be in addition to the Unit Consideration and other charges payable under this Agreement.

- 12.3 The Allottee shall abide by all rules and regulations of the Company/club management agency / maintenance agency in respect of access/usage of the club, commercial facilities and community facilities.
- 12.4 All the income arising out of the club and commercial and community facilities in the Project, after deducting maintenance and operation expenditure shall accrue to the Company/nominated agency.
- 12.5 The facilities of the club and community centre are available for the benefit of the Allottee and in the event of transfer of ownership of the Unit, the transferee of the Unit will be entitled to the benefit of such facilities as per the terms of membership and the transferor shall cease to enjoy or hold such benefits.

### **13 FINANCIAL ASSISTANCE**

- 13.1 The Company shall have the first lien and charge on the Unit for all its dues and other sums payable by the Allottee to the Company.
- 13.2 Loans / financial assistance from financial institutions to finance the Unit may be availed by the Allottee. The Allottee agrees that it shall take prior written permission of the Company in case the Allottee opts for a loan arrangement with any financial institution/banks, for the purposes of purchase of the Unit. However, availability of loan/ approval of the Project by the financial institution / bank is not the pre-requisite/condition precedent of the allotment of the Unit and the Allottee hereby agrees to pay the Unit Consideration and other charges according to the opted payment plan, irrespective of availability of finance from any financial institution/bank. The Allottee shall be solely liable and responsible for repayment of loan facility and satisfaction of charge.
- 13.3 If any particular financial institution / bank refuses to extend financial assistance on any ground, the applicant shall not make such refusal an excuse for non-payment of the installments/dues. The Allottee shall ensure timely payment of instalments as per the payment plan failing which, the consequences contained in this Agreement shall follow.
- 13.4 The Allottee agrees and confirms that in the event it has availed loan facility for purchase of the Unit, then original title documents shall be directly deposited with the concerned bank / financial institution to create equitable mortgage thereon as per arrangement with bank/financial institution.
- 13.5 In case the Allottee fails to repay the loan amount to the bank/financial institution or fails to comply with any terms and conditions of the loan/financing agreement entered into with such bank/financial institution, then the bank/ financial institution may enforce the security by sale of the Unit and the Company may accept the purchaser of the Unit in place of the Allottee, after the purchaser complies with the necessary formalities of the Company in this respect. The amount standing to the credit in the account of the Allottee after forfeiting the amount as detailed in this Agreement will be transferred to the account of the purchaser. Further, in case the bank/ financial institution ask the company to cancel allotment of the Unit and call for repayment of outstanding loan amount, then the Company

may cancel the allotment and after forfeiting the amount as detailed in this Agreement, pay the balance amount to the bank/ financial institution against outstanding loan amount for and on behalf of the Allottee.

- 13.6 The Company shall have the right to raise finance from banks / financial institutions / body corporate and for this purpose create charge / mortgage of the Project / receivables of the Project or part thereof including the Unit therein and for such purposes the Allottee shall be deemed to have granted its consent for creation of such mortgage / charge.

#### **14 PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE / SUBSEQUENT ALLOTTEES**

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

#### **15 INDEMNITY**

- 15.1 The Allottee shall indemnify and hold harmless the Company from or against any or all actions, suits, claims, demands, arbitration or other legal proceedings, losses, damages, liabilities, fees, costs and expenses of any kind or nature whatsoever including reasonable attorney's fees, costs and expenses incurred by or asserted against the Company that arise from or relate to non-payment of amounts / charges payable hereunder, non-observance and non-compliance of the covenants, obligations and conditions on the part of the Allottee under this Agreement or due to any misrepresentation / concealment / suppression of material facts made by the Allottee to the Company. Any claim so made shall be paid forthwith by the Allottee to the Company without any delay. In the event of failure of payment of such damages / compensation to the Company within the time period specified in the demand notice raised by the Company, the Company shall be liable to recover the same from the amounts deposited by the Allottee with the Company under the terms of this Agreement.

- 15.2 The Company hereby agrees to indemnify, defend and hold harmless the Allottee from and against any and all losses, claims, damages penalties etc. that may be suffered by the Allottee due to any defect in the title of the Promoter with respect to the Project land resulting in loss to the Allottee or loss of the Unit or any part thereof.

#### **16 CANCELLATION OF THE AGREEMENT AND CONSEQUENCES**

- 16.1 In the event any misinterpretation / concealment / suppression of material facts are found to be made by the Allottee or in case of breach of any of the terms and conditions contained herein this Agreement including and not limited to those relating to timely payment of the instalments as per the payment plan and other amounts / dues pursuant to this Agreement or demands raised by the Company, registration of this Agreement, execution of any deed / document by the Allottee as may be required by the Company, accepting possession of the Unit within prescribed time period, failure to execute maintenance agreement as per the terms hereof etc., the allotment of the Unit may be cancelled at by the Company in

case the Allottee fails to rectify the breach within the notice period / time allowed by the Company to rectify the breach / default.

- 16.2 Upon cancellation of the allotment the Advance Consideration and other Non-refundable Amounts shall stand forfeited by the Company and the balance amounts, if any, shall be refunded by the Company to the Allottee. If the amounts deposited / paid by the Company is less than the amounts to be forfeited, then the Allottee shall make good the shortfall or difference of the forfeitable amounts forthwith. The refund of balance amounts shall be subject to the Allottee executing necessary documents and complying with the procedure prescribed by the Allottee.
- 16.3 The right of forfeiture of amounts of the Company shall be in addition to any other rights / remedies that are available to the Company under this Agreement and applicable laws.
- 16.4 Upon cancellation of the allotment as per the terms here above, said Unit shall be resumed by or shall revert back to the Company and the Allottee shall not be left with any lien, right, title and interest or claim of any nature whatsoever in the Unit and the Company shall be free to deal with the same in the manner it deems fit.

## **17 REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE COMPANY**

17.1 The Company represents, warrants and covenants as under:

- 17.1.1 The Unit hereby agreed to be sold shall be sold free from all kinds of prior charges, liens, mortgages and encumbrances.
- 17.1.2 The Company has full power to execute and deliver this Agreement and to consummate the transaction contemplated herein.
- 17.1.3 The execution and delivery of this Agreement and the documents and agreements provided herein by the Company, and the consummation by it, of the transaction contemplated herein have been duly authorized.
- 17.1.4 This Agreement and all such other agreements and written obligations entered into and undertaken in connection with the consummation of the transaction contemplated herein, constitutes or will constitute, following the execution and delivery thereof, valid and legally binding obligations of the Company, enforceable against it in accordance with its respective terms.
- 17.1.5 The Company shall develop and construct the Project in accordance with the applicable laws and approvals and permissions granted by the authorities.

## **18 REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE ALLOTTEE**

18.1 The Allottee represents, warrants and covenants as under:

- 18.1.1 It has the power, authority and the legal right to enter into this Agreement.

- 18.1.2 It is not under any obligation to any person or entity, contractual or otherwise that would conflict with the terms of this Agreement.
- 18.1.3 The execution and delivery of this Agreement and the performance of the transactions contemplated hereby have been duly authorized.
- 18.1.4 This Agreement and all such other agreements and written obligations entered into and undertaken in connection with the consummation of the transaction contemplated herein, constitutes or will constitute, following the execution and delivery thereof, valid and legally binding obligations of the Allottee, enforceable against it in accordance with its respective terms.
- 18.1.5 The Allottee represents and undertakes that it has fully read and understood the terms and conditions of this Agreement, and undertakes to abide by them and shall comply with all the legal requirements for the purchase and transfer of the Unit, as may be applicable, after execution of this Agreement and sign all applications, forms and agreements for the same purpose.
- 18.1.6 The Allottee, hereby represents and warrants that it has seen the relevant documents/papers pertaining to the Project, which is being developed/constructed by the Company as per prevailing byelaws/ guidelines of the Lucknow Development Authority (LDA) and/or any other authority and has further understood all limitations and obligations in respect thereof. The Allottee is fully satisfied about the nature of rights, title, and interest of the Company in the Project. The Allottee is further satisfied that the title on the Project land is marketable and the Company has right and authority to develop the Project and to sell the Unit to any party under the terms and conditions mentioned in the documents of the Project shared with it and the Allottee has understood all limitations and obligations of the Company in respect thereof. The Allottee agrees that there shall be no further investigations or objections by it in this regard and further that it is fully satisfied of the competency of the Company to enter into this Agreement.
- 18.1.7 The Allottee hereby accepts and agrees to abide by the terms and conditions of this Agreement, maintenance agreement and any other document that may be executed with the Allottee in respect of the Unit. The Allottee further agrees to abide by the terms and conditions of all the permissions, sanctions, directions issued by the competent authorities and that of prevailing byelaws, guidelines of Lucknow Development Authority (LDA) or any other Authority(ies).
- 18.1.8 The Allottee agrees and understands that in case the Company is able to get additional FAR, the Company shall have the sole right to utilize the additional FAR in the manner as it may deem fit including but not limited to by making additional Unit or making additional buildings in and around the said land in the said Project and the Company shall be entitled to get Electric, Water, Sanitary and Drainage Systems of the additional construction thereof connected with the already existing

Electric, Water, Sanitary and Drainage System of the said building in the said Project. The Allottee acknowledges that the Allottee has not made any payment towards the additional FAR and shall have no right to object to any of such construction activities carried on the said Land in the said Project.

- 18.1.9 The Allottee has/have specifically agreed that if due to any change in the layout, the said Apartment ceases to be preferentially located, the Company shall refund/adjust the amount of preferential location charges paid by him/her/them in the last instalment as shown in the payment plan. If due to any change in the layout/building plan, the said Apartment becomes preferentially located, then I/we shall be liable and agree to pay the preferential location charges as and when demanded by the Company as per prevailing rates.
- 18.1.10 The Allottee agrees that he has applied for allotment of Unit voluntarily with full knowledge of all laws/notifications and rules applicable to the purchase and acquisition of immovable properties in India and the arrangement pertaining to the Project, in particular, which have been understood by him without any inducement by any of the agent or representative of the Company.
- 18.1.11 The Allottee shall make the payment towards Unit Consideration and other charges in accordance with the terms of this Agreement.
- 18.1.12 The Allottee hereby agrees that the Company shall be carrying out extensive development/construction activities for many years in future in the Project and shall also be connecting/linking the amenities/facilities viz. electricity, water, sanitary/drainage system etc. of additional development/ construction with the existing ones in the project. The Allottee has agreed that he/she/they/it shall not make any objection or made any claim(s) or default any payment as demanded by the Company on account of inconvenience, if any, which may be suffered by him/her/them/it due to such development/construction activities or incidental /relating activities as well as connecting/linking of amenities/facilities etc. as above said. The Company, relying in good faith on this specific undertaking of Allottee, has agreed to sign this Allotment in respect of the said Unit and this undertaking shall survive throughout the occupancy of the said Unit by the Allottee, his legal representatives, successors, administrators, executors, assigns etc.
- 18.1.13 The Company alone shall be entitled to obtain the refund of various securities deposited by it during construction of the Project with various Government/ Local Authorities for electric and Sewer Connection etc.

## **19 DISPUTE RESOLUTION**

Any dispute, controversy or claim between the parties arising out of this Agreement in respect of any term / interpretation of term thereof, shall at first instance be referred for adjudication to a sole arbitrator appointed by the Company in accordance with provisions of the Arbitration & Conciliation Act, 1996, amendments of 2015 and other changes as may be made to the legislations from time to time and the decision of such sole arbitrator shall

be final and binding on both the parties. The place of arbitration shall be at New Delhi and the proceedings shall be conducted in English. The Allottee further agrees that it shall not commence any suit or legal proceeding against the Company concerning a dispute hereunder until such dispute has been finally settled in accordance with the arbitration procedure provided herein.

## **20 DEFECT LIABILITY**

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services, except normal wear and tear or any other obligations of the Promoter as per the agreement for sale relating to such development is brought to the notice of the Promoter within a period of 5 (five) years by the Allottee from the date of handing over possession, it shall be the duty of the Promoter to rectify such defects without further charge, within 30 (thirty) days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottees shall be entitled to receive appropriate compensation in the manner as provided under the Act. For the avoidance of doubt, any repairs or restoration on account of normal wear and tear in the Project or any section thereof shall form a part of the Maintenance obligations of the Allottee.

## **21 INSURANCE**

The structure of the said Project Building may be got insured against fire, earthquake, riots and civil Commotion, militant action etc. by the Company or the maintenance agency on behalf of the Allottee and the cost thereof shall be payable by Allottee as part of the maintenance bill raised by the maintenance agency but contents inside each Unit shall be insured by the Allottee at his/her own cost. The cost of insuring the Project Building structure shall be recovered from the Allottee as a part of total maintenance charges and the Allottee hereby agrees to pay the same. The Allottee shall not do or permit to be done any act or thing which may render void or voidable insurance of any Unit or any part of the said Project Building or cause increased premium to be payable in respect thereof for which the Allottee shall be solely responsible and liable.

## **22 TIME IS ESSENCE**

Time is of essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the [Apartment/Plot] to the Allottee after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee shall make timely payments of the instalment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter.

## **23 COMPLIANCE OF LAWS, NOTIFICATIONS, ETC., BY ALLOTTEE**

The Allottee is entering into this Agreement for the allotment of a [Apartment/Plot] with the full knowledge of all laws, rules, regulations, notifications applicable to the Project in general and this project in particular. That the Allottee hereby undertakes that he/she shall comply with and carry out, from time to time after he/she has taken over for occupation and use the said [Apartment/Plot], all the requirements, requisitions, demands and repairs which are required by any competent Authority in respect of the [Apartment/Plot]/ at his/her own cost."

## 24 MISCELLANEOUS

24.1 Notices: All letters, receipts, and / or notices issued by the Company and / or its nominee and dispatched under a registered post or speed post, to the last address known or the subsequent changed address as informed, of the Allottee and the same shall be the sufficient proof of receipt of the same by the Allottee and shall fully and effectually discharge them. Further, such notice will be deemed to have been received by the Company within 72 hours of posting or 24 hours if sent by fax or by electronic mail. In case of joint allottees, all communications, demand notices, etc. shall be sent by the Company to the Allottee whose name appears first and at the address given by them and the same shall for all purposes be considered as served on all the allottees.

24.2 FEMA compliance: (i) The Allottee, if resident outside India or has/have the NRI/PIO status, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules made there under or any statutory amendment, modification 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 Company with such permissions, approvals etc. which would enable the Company to fulfil its obligations under this Agreement.

- (ii) 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.
- (iii) The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she shall be liable for any action under the Foreign Exchange Management Act, 1999 as amended from time to time. The company accepts no responsibility in this regard. The Allottee shall keep the Company full indemnified and harmless in this regard.
- (iv) 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 Company immediately and comply with necessary formalities if any under the applicable laws.
- (v) The Company shall not be responsible towards any third party making payment/remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the said Unit applied for herein in any way and the Company shall be issuing the payment receipts in favour of the Allottee only. The Company accepts no responsibility in this regard.
- (vi) In case any such permission is ever refused or subsequently found lacking by any Statutory Authority/ Company, the amount paid towards booking and further

consideration will be returned by the Company as per applicable rules without any interest and the allotment shall stand cancelled forthwith.

- 24.3 Waiver: Any express or implied waiver by the Company of any default shall not constitute a waiver of any other default by the Allottee or a waiver of any of the rights of Company. All original rights and powers of the Company under this Agreement will remain in full force, notwithstanding any neglect, forbearance or delay in the enforcement thereof by the Company, and the Company shall not be deemed to have waived any of its rights, or any provision of this Agreement, or any notice given hereunder, unless such waiver be provided in writing by Company, and any waiver by the Company of any breach by the Allottee of the Agreement shall not be deemed a waiver of any continuing or recurring breach by the Allottee of this Agreement.
- 24.4 Specific Performance: The parties agree that to the extent permitted by law, the rights and obligations of the Allottee and the Company shall be subject to the right of specific performance and may be specifically enforced against the defaulting party at the risk and cost of the defaulting party.
- 24.5 Severability: The Allottee understands and acknowledges that if any provision of this Agreement is deemed void or unenforceable under applicable laws by a court of competent jurisdiction, such a provision shall be amended or deleted in so far as reasonably inconsistent with the purposes of this Agreement and to the extent necessary to conform to the applicable laws but the remaining provisions of this Agreement shall remain valid and enforceable in accordance with their terms and the Allottee hereby confers upon the Company, the right to modify such provision(s) as may be necessary to make such provision(s) valid and enforceable.
- 24.6 Effect of this Agreement: The Allottee understands that forwarding this Agreement to the Allottee by the Company does not create a binding obligation on the part of the Company or the Allottee until the said Agreement is duly executed by the parties and registered as per applicable laws. If the Allottee fails to execute and get registered this Agreement within a period of 30 (Thirty ) days from the date of issuance by the Company then the Company shall be entitled to cancel booking of the Unit and forfeit the Advance Consideration and other Non-refundable Amounts, if any, paid by the Allottee. All costs and expenses towards stamp duty, registration fees and incidental charges shall be paid by the Allottee.
- 24.7 Applicable Laws: The rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India.
- 24.8 Right to Amend: This agreement may only be amended through written consent of the Parties.
- 24.9 Heading: Clause and Sub-Clause headings in this Agreement are included herein for convenience of reference only and shall not constitute a part of this Agreement for any other purpose or be given any substantive effect.

**25. Stamp Duty.** That the First Party have not handed over the physical vacant possession to the Second Party as part performance of this contract and the same shall be handed over at the time of execution and registration of Sale Deed, hence, the required stamp paper of Rs. 147100/- is paid vide e-Stamp Certificate No.- **IN-UPO** dated , the same shall be adjusted in Sale Deed.

**SCHEDULE OF PROPERTY**

Apartment/unit no. \_\_\_\_\_ on \_\_\_\_ floor in tower- \_\_\_\_\_ admeasuring \_\_\_\_\_ square feet i.e. \_\_\_\_\_ Sq. Mtr. Super Area Out of which the carpet area is \_\_\_\_\_ Square feet i.e. \_\_\_\_\_ Sq. Mtr. in **phase I** along with right to use open no. of open parking space in PAARTH AADYANT situated at Village-Ahmamau, Sector-7, Gomti Nagar Extension, Shaheed Path, Lucknow, bounded as below:-

East -  
West -  
North -  
South -

**IN WITNESS WHEREOF THE PARTIES HERETO HAVE SIGNED AND SUBSCRIBED THEIR RESPECTIVE HANDS AT PLACES AND ON THE DAY, MONTH AND YEAR MENTIONED UNDER THEIR RESPECTIVE SIGNATURES.**

**COMPANY**

**ALLOTTEE**

\_\_\_\_\_  
**(Authorised Representative)**

**1-**

**WITNESS**

**1-**

2-

**Typed By**

**Drafted By**

**Sarvesh Kumar Gupta  
Advocate  
Mob.No-9839011727**

Annexure I

Layout Plan of the Unit

Annexure II

Details of Unit Consideration and Other Charges

Annexure III  
Payment Plan

Annexure IV  
Specifications