

**RERA Registration No.** \_\_\_\_\_

RERA Website Address: [www.up-rera.in/projects](http://www.up-rera.in/projects)

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## **AGREEMENT FOR SALE**

This **AGREEMENT FOR SALE** (hereinafter referred to as "**Agreement**", which expression shall include the Schedule(s) hereof and all amendments to be made from time to time) is executed on this \_\_\_\_\_.

### **By and Between**

**Baba Construction Pvt Ltd** (CIN No U45203DL1988PTC031334), a Private Limited Company having its registered office at G-83/201, Second Floor, Vijay Chowk, Laxmi Nagar, East Delhi, Delhi (PAN- AAACB0894Q), represented by its authorized signatory **Mr. Akshay Tyagi (Aadhar No: 794923859535, PAN- AXVPT2196A)** authorized vide board resolution dated \_\_\_\_\_ hereinafter referred to as the "**Promoter**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the said firm, the survivor or survivors of them and their heirs, executors and administrators of the last surviving partner and his/her/their assigns) of the FIRST PART.

### **AND**

\_\_\_\_\_ S/O or W/O \_\_\_\_\_ aged about \_\_\_\_ years, R/o- \_\_\_\_\_ having (Aadhar No. \_\_\_\_\_) (PAN- \_\_\_\_\_) (hereinafter singly/jointly, as the case may be, referred to as the "Allottee(s)", which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include their legal successor(s), administrators, executors' successors & permitted assignees) of the OTHER PART.

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

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## INTERPRETATIONS /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 the Uttar Pradesh Real Estate Regulatory Authority.
- c) **"Completion Certificate"** means the completion certificate, or such other certificate, by whatever name called, issued by the competent authority certifying that the real estate project has been developed according to the sanctioned plan, layout plan and specifications, as approved by the competent authority under the local laws.
- d) **"Common Areas and Facilities of the Project"** shall mean such common areas, facilities, equipment and spaces in the Project which are meant for common use and enjoyment of all the occupants of the Project and more particularly described in Schedule 'E & F' attached hereto.
- e) **"Delay Payment Interest"** means the amount to be paid on account of delay in the payment of any/all charges/installment calculated at the Interest Rate (Specified herein below) and shall include compensation for any loss caused due to delay in payment or any other loss caused to the promoter.
- f) **"Deemed Completion"** means right of completion accruing to the promoter as per the Section 4(5) of The Uttar Pradesh Unit (Promotion of Construction, Ownership and Maintenance) Act, 2010 after submission of requisite NOCs and application for issuances of Completion Certificate to competent authority.
- g) **"Government"** means the Government of Uttar Pradesh.
- h) **"Interest Rate"** means the rate of Interest payable by the promoter to the allottee or by the allottee to the promoter shall be the MCLR (Marginal Cost of Lending Rate) on home loan of State Bank of India +1% or such other rate as may be applicable from time to time as per the Act and Rules.
- i) **"Independent Areas"** means the areas which have been declared but not included as common areas for joint use of unit holders and may be sold by the Promoter without the interference of other unit holders.
- j) **"Limited Common Area of the Project"** means those common areas and facilities which are designated in writing by the Promoter before the allotment, sale or other transfer of any unit as reserved for use of certain unit to exclusion of other unit (s).
- k) **"Non-Defaulting Allottee"** means an allottee who is not in default of any condition as laid down in para 9.3 of this agreement.
- l) **"Project"** shall mean and include the multi-storied building having Lower Ground Floor + Upper Ground Floor + 1<sup>st</sup> Floor + 2<sup>nd</sup> Floor constructed over project land along with all the units, shops, offices, parking spaces, common areas and facilities, open

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spaces etc. for commercial purpose and all that is constructed/to be constructed and there about lying upon the land and collectively named as **"Kailasha Arcade 2"**.

- m) **"Project Land"** shall mean land admeasuring 339.11 Sq Mtr. and there about lying and situated at Kailasha Enclave, Noornagar, Raj Nagar Extension, Ghaziabad, Uttar Pradesh.
- n) **"Rules"** means the Real Estate (Regulation and Development) Rules, 2016 as amended from time to time.
- o) **"Regulations"** means the Regulations made under the Real Estate (Regulation and Development Act), 2016.
- p) **"Schedule"** means the Schedule attached to this Agreement.
- q) **"Section"** means a section of the Act.

**WHEREAS:**

- A. The Promoter **Baba Construction Pvt Ltd** is the absolute and lawful owner of Freehold commercial plot total admeasuring 339.11 Square Meters situated at Kailasha Enclave, Noornagar, Raj Nagar Extension, Ghaziabad (Hereafter referred as "Project Land or Said Land") vide sale deed registered in the office of Sub-Registrar \_\_\_ in book No-\_\_ Volume \_\_\_ at pages \_\_\_ as Document No. \_\_\_ on \_\_\_\_\_.
- B. The Said Land is earmarked for the purpose of building a Commercial Project, comprising one multistoried building consisting of Lower Ground Floor + Upper Ground Floor+1<sup>st</sup> Floor & 2<sup>nd</sup> Floor with parking spaces, common areas and facilities, open spaces and the said project shall be known as **"Kailasha Arcade 2" ("Project")**.
- C. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the Said Land on which Project is to be constructed have been completed.
- D. The Ghaziabad Development Authority has granted the commencement certificate to develop the project vide approval dated 23.11.2024 bearing permit No. Retail Shop/07958/GDA/BP/24-25/0924/23102024. The Allottee has full satisfaction and is desirous to book the unit.
- E. The Promoter has obtained the layout plan, sanctioned plan, specifications and all necessary approvals for the Project and also for the Unit/office or building, as the case may be, from the Ghaziabad Development Authority. The Promoter agrees and undertakes that it shall not make any changes to these approved plans except in strict

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compliance with section 14 of the act and other laws as applicable. The Promoter is entitled to make such minor changes or alterations as may be necessary due to architectural and structural reasons duly recommended and verified by authorized Architect and/or Engineer after proper intimation to the Allottee.

- F. The promoter has registered the Project under the provisions of the Act with the Uttar Pradesh Real Estate Regulatory Authority on \_\_\_\_ under registration no. \_\_\_\_\_. The exhaustive list of details of the Promoter and Project are available on the website (www.up-rera.in) of the Authority.
- G. The Promoter has made full and true disclosure of the title of the Project Land. The Promoter has also disclosed to the Allottee(s) the nature of its right, title and interest and right to construct Unit(s)/Project. The Promoter has made available for inspection of the Allottee(s), all the documents of title relating to the Project and also the plans, designs and specifications of the said Unit(s)/Project prepared by the Architect and of such other document as are specified under the Act, rules and regulations made there under and the Allottee(s) after inspecting all the documents, plans, specifications, location details, etc. in respect of the Project Land has satisfied himself and is also aware of the fact that the Promoter has entered and is entering into separate agreements with several other allottee(s) and/or parties who are interested in acquiring the proposed commercial units, other facilities and amenities in the said project. The Allottee(s) has understood all limitations and obligations of the Promoter in respect thereof.
- H. The Allottee being aware of the said Project and details given in the advertisements about the Project made by the Promoter and/or on visiting the project land/site had applied for an office/unit in the Project vide Application dated \_\_\_\_ and has been allotted Unit No.- \_\_\_\_ having carpet area of \_\_\_\_ Square Meters (\_\_\_\_ Square Feet), Type-Commercial, on \_\_\_\_ Floor in the project as permissible under the applicable law and of pro rata share in the common areas ("Common Areas") as defined under clause (d) of Rule 2(1) of U.P. Real Estate (Regulation & Development) Rules, 2016 and in Schedule E & F and deed of declaration submitted before the concerned authority (hereinafter referred to as the "Office/Unit" more particularly described in Schedule-A and the floor plan of the unit is annexed hereto and marked as Schedule-B).
- I. All the required approvals and NOCs are obtained and are also examined by the Allottee to its utmost satisfaction.
- J. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project.

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- K. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter.
- L. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the Unit along with the right to use the parking (if applicable).
- M. That the Allottee understands that the Promoter is undertaking this project as per the applicable laws, notifications, rules and regulations applicable to the Land and also understands the limitations and obligations of the Promoter in respect of it.

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

### **1. TERMS**

Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell & the Allottee hereby agrees to purchase the Unit as specified in para-H. Both the parties confirm that they have read and understood the provisions of Section -14 of the act. The Total Price for the Unit (Excluding Association Charges) based on the carpet area is Rs. \_\_\_\_/- ("Total Unit Price"):

<b>Unity No.-</b> <b>Type- Commercial</b> <b>Floor-</b> <b>Carpet Area- Sq. Ft.</b> <b>Built up Area- Sq. Ft.</b>	<b>Date of Booking:</b>  <b>Date of Allotment:</b>
<b>Total Unit Price (in Rupees)- (A)</b>	<b>Rs.</b>
<b>Association Charges-(B)</b>	
Interest Free Maintenance Charges (IFMS)	Rs.
Monthly Recurring Maintenance Charges (MRMC)-One Year Advance	Rs.

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<b>Duties &amp; Taxes-(C)</b>	<b>Rs.</b>
<b>Total Amount Inc. of all Taxes-(A+B+C)</b>	<b>Rs.</b>

**Note:** GST on the cost of the Unit is presently calculated at 12% (Effective Rate) on the entire cost of the Unit (Except Association Charges), No GST is calculated over IFMS & 18% GST is calculated over MRMC). Any future increase or decrease in GST will be adjusted accordingly.

**Explanation:**

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

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

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

- (iii) The Promoter shall periodically intimate to the Allottee through E-Mail/written Notice by Registered AD, the amount payable as stated in (i) above and the Allottee shall make payment demanded by the Promoter within the time and in the manner specified therein. In addition, the Promoter shall provide to the allottee the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective.
- (iv) The Total Price of the unit includes recovery of price of land, construction of (not only the office but also) the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to

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the office, lift, water line and plumbing, finishing with paint, tiles, doors/shutters, 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 Unit and the Project.

- (v) The Allottee(s) has agreed that out of the amount(s) paid/payable by her/him/them for the said unit, the Promoter shall treat 10% of the Total Price of the said unit as booking amount to ensure fulfillment, by the Allottee(s) of all the terms and conditions as contained in this Agreement.

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

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

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

- 1.3. All other charges such as documentation charges, stamp duty, registration charges, Society Registration Charges etc. which are specifically to be paid with reference to this Agreement and any subsequent agreement/deed to be entered in this respect, do not form part of the Total Price and shall be paid by the Allottee(s) in addition to Total Price.

- 1.4. The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee by discounting such early payments @6% per annum for the period by which the respective installment has been preponed. The provision for allowing the rebate and such rate of rebate shall not be subject to any

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revision/withdrawal, once granted to an Allottee by the Promoter.

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

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

- 1.6. The Promoter shall conform to the final carpet area that has been allotted to the Allottee after the construction of the building is complete and the completion certificate/deemed completion (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: -

- 1.6.1. If there is a reduction in carpet area, then the Promoter shall refund the excess money paid by the allottee within 45 days with annual interest at the rate prescribed in the rules from the date when such an excess amount was paid by the allottee. The promoter at the time of offering of possession will reevaluate the sale consideration based on reduced area and if the revised sale consideration is less than the actual amount received by the promoter for the unit, then interest will be applicable from the last instalment till the date of offer of possession.

- 1.6.2. If there is an increase in the carpet area, which is not more than 3 (Three) % of carpet area of said Unit, allotted to allottee the Promoter may demand that from the allottee as per the next milestone of the payment plan as provided in **Schedule-C**. All these monetary adjustments shall be made at the same rate per square meter/foot as agreed in this agreement. The Carpet area shall always be measured from brick-to-brick dimensions shall be up to the outer edge of the slab.

- 1.7. The Allottee hereby agrees and understands that except the unit along with the right to use the parking (if any) as described in the schedule attached hereto, the Allottee shall have no ownership claim or right of any nature in respect of any unallotted spaces/areas and that such unallotted units/spaces shall remain the exclusive property of the Promoter which it shall be free to deal with in accordance with the Applicable Laws.

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- 1.8. Subject to Para 9.3 the Promoter agrees and acknowledges that, the Allottee shall have the right to the office/unit as mentioned below:
- (i) The allottee shall have exclusive ownership of the Unit.
  - (ii) The Allottee shall also have the right to use the undivided proportionate share in common areas and facilities of the said project. Since the share/interest of allottee in common areas is undivided and cannot be divided or separated, the allottee shall use the common areas along with other occupants, maintenance staff etc. without causing any inconvenience or hindrance to them. It is clarified that the promoter shall hand over the common areas to the association of allottees after duly obtaining the completion certificate/deemed completion (as applicable) from the competent authority or upon deemed completion as the case may be, as provided in the act.
  - (iii) That the computation of price of Unit includes recovery of price of land, construction of [not only the Unit but also] the common areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the unit, lift, water line and plumbing, finishing with paint, tiles, doors/shutters, windows, fire detection and firefighting equipment in the common areas, maintenance charges and includes cost for providing all other facilities, amenities and specifications to be provided within the Unit 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 Unit. The promoter discourages such kind of visit by the allottee and his/her family members due to the risks involved at construction site. If at all the allottee decides to visit the site, he/she shall only do so after intimating the promoter or his site engineer and after taking due care and proper safety measures at his own responsibility. The promoter shall in no way, be held responsible for any accident/mishap involving the allottee and his accompanying persons while visiting the site. Further the promoter strictly prohibits the visit of children at the project construction site.
- 1.9. It is made clear by the Promoter and the Allottee agrees that the Unit along with the right to use the parking (if any) shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the said Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that Project's facilities and amenities other than declared as independent areas in deed of declaration shall be available only for use and enjoyment of the Allottees of the Project.
- 1.10. The promoter agrees to pay all outgoings before transferring the physical possession of
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the unit to the Allottees, which it has collected from the Allottees, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the Project). If the Promoter fails to pay all or any of the outgoings collected by it from the Allottees or any liabilities, mortgage loan and interest thereon before transferring the unit to the allottees, the 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 persons to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefore by such authority or person.

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

## **2. MODE OF PAYMENT**

Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the Payment Plan [Schedule C] through A/c Payee cheque/demand draft/bankers' cheque or online payment (as applicable) in the collection account of project. The receipt would be valid only after realization of the said cheque /bank draft and effect of credit in the account of the Promoter. In case cheque is dishonored for any reason whatsoever, The Promoter may demand for an administrative handling charge of Rs. 500/-

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

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

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Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or the statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

The Promoter accepts no responsibility in regard to matters specified in Para 3.1 above. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of the Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities, if any, under the applicable laws. The Promoter shall not be responsible towards any third-party making payment/remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the said unit applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only and in case of cancellation by any such allottee, refund in terms of this agreement shall be made only to allottee.

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

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

It is irrevocably agreed by the Allottee that on all amounts received, the Promoter shall be entitled to first adjust/appropriate any amounts paid firstly towards the taxes, charges, levies etc. due and payable on previous installments. Thereafter, towards the interest levied on the previous pending installment (if any) and, thereafter the pending installment. The balance amounts shall be adjusted towards the taxes, charges, levies etc. due and payable on the current installment due and then on the current installment amount.

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

The Promoter shall abide by the time schedule for completing the Project as disclosed at  
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the time of registration of the Project with the Authority and as extended by the Authority under the provisions of the Applicable Laws towards handing over the Unit to the Allottee and the Common Areas and facilities to the association of Allottees or the competent authority, as the case may be. Similarly, the allottee shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the agreement subject to the simultaneous completion of construction by the promoter as provided in **Scheduled C** ("Payment Plan") and in case allottee shall not comply with the timely payment of installments and other dues, he shall be treated as allottee in default and terms conditions of default as mentioned in this agreement shall apply.

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

The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the Unit/Office 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 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.

Furthermore, the Promoter possesses an area of which includes the terrace/roof designated as Limited Common Area within the project. This Terrace Area is explicitly excluded from being part of the Common Area and is designated for exclusive ownership and usage by the Allottee(s) to whom it is allotted, sold, or transferred. The Allottee acknowledges that the Promoter is not obligated to seek its consent for the transfer of this area to any other Allottee. Consequently, the Allottee is not entitled to a proportionate title or usage of the said area unless it is specifically allotted, sold, or transferred to the Allottee. The Allottee further agrees that if the said area remains unsold or unallotted to any Allottee in the project, the Promoter will retain ownership and retains the right to sell, lease, or transfer it in accordance with the provisions of the law.

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

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**7.1. Schedule for possession of the said Unit-** The Promoter agrees and understands that timely delivery of possession of the Unit to the Allottee and the Common Areas and facilities to the Association of Allottees or the competent authority, as the case may be, is the essence of the Agreement. If the allottee defaults in paying the relevant amounts as per the payment plan along with all the other taxes/charges, he shall not be entitled to enforce the timeline of project completion. Therefore, subject to the timely receipt of payment of price and the other amounts from the allottee as per this agreement, The promoter assures to hand over possession of the Unit along with ready and complete Common Areas with all specifications, amenities and facilities of the Project in place on or before \_\_\_\_ 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") Or there is a delay due to any reasonable circumstances. 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 Unit.

Provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. In such an event the promoter shall not be liable to pay any penalty/interest/compensation to the allottee. If project is delayed due to any reasonable circumstances, allottee agrees that promoter shall be entitled to the extension of time for delivery of possession of the unit as may be granted by the Authority and no penalty/interest/compensation for such delayed period shall be paid by the promoter.

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, after deducting the taxes paid by the promoter on behalf of allottee (if any), from the allotment within 120 days from that date. The Promoter shall intimate the Allottee about such termination at least thirty days prior to such termination. After refund of the money paid by the Allottee, the Allottee agrees that he/she shall not have any right, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

Furthermore, the allottee hereby understands and agrees that project's completion date as mentioned on the RERA website is \_\_\_\_ and promoter reserves the right to seek extension in accordance with the provisions of the Act. The allottee hereby understand

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that date of possession will automatically get extended with the period of extension so granted by RERA and allottee undertakes not to raise any objections or disputes regarding such extension(s) at any point of time in the future. This agreement is entered into with full understanding and legal commitment by both parties.

- 7.2. Procedure for taking possession** – The promoter, upon obtaining the completion certificate/deemed completion (as applicable) from the competent authority or after the date of deemed completion shall vide “offer letter” offer in writing the possession of the Unit with demand of all the outstanding dues, interest (if any) stamp duty, registration charges and documentation charges, other incidental charges, to the Allottee in terms of this Agreement to be taken within a month from the date of issue of completion certificate/deemed completion (as applicable).

{Provided that, in the absence of Applicable Law the conveyance deed in favor of the Allottee shall be carried out by the Promoter within 2 months from the date of issue of completion/occupancy certificate (as applicable)}/deemed completion. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee, after taking possession, agrees to pay the maintenance charges as determined by the Promoter/association of Allottees, as the case may be after the issuance of the completion/occupancy certificate (as applicable)/deemed completion for the project. The Promoter shall hand over the completion/occupancy certificate, if received (as applicable), of the Unit to the Allottee at the time of conveyance of the same.

It shall be duty of the allottee to adhere to the prescribed time line for payment of dues and execution and registration of Sale Deed.

- 7.3. Failure of Allottee to take Possession**– Upon receiving a written intimation from the Promoter as per Para 7.2 above, the Allottee shall take possession of the Unit from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Unit to the Allottee. In case the Allottee fails to take possession within the time provided in Para 7.2, such allottee shall be liable to pay to the promoter holding charges at the rate of Rs. 2/- per **month** per **Sq. Ft.** of carpet area for the period beyond 2 months till actual date of possession in addition to maintenance charges as specified in Para 7.2. and the allottee shall also be liable to pay interest on the unpaid amount at the interest rate till actual date of possession. The Promoter shall not be responsible for any wear and tear damage caused to the Unit on account of delay on the part of the Allottee(s) in taking over possession and in such event the Allottee(s) shall have to take possession of the same on "as is where

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is basis". The Allottee(s) shall be responsible and liable for all civil and criminal liabilities, which may accrue qua such Premises.

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

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

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

Provided that where the Allottee(s), proposes to cancel/withdraw from the project without any fault of the promoter, the promoter herein is entitled to forfeit the booking amount paid for the allotment along with all/any taxes, duties, cess, etc. deposited by the Promoter to the concerned department/authority in respect of the said Unit. The promoter shall refund 50% (Fifty Percent) of the balance amount of money paid by the allottee within 45 (Forty Five) days of such cancellation/withdrawal and remaining 50% (Fifty Percent) of the balance amount on re-allotment of the Unit or at the end of one years from the date of cancellation/withdrawal, whichever is earlier. Allottee is also required to pay all other penalties and interest liabilities due as on the date of such termination. The Promoter shall inform the previous allottee, the date of re-allotment of the said Unit & also display this information on official website of UP RERA on the date of re-allotment.

- 7.6. **Compensation** – The Promoter shall compensate the Allottee in case of any loss caused to him due to defective title of the land, on which the Project is being developed or has been developed, in the manner as provided under the Act and the claim for interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force.

Except for occurrence of a Force Majeure event, if the Promoter fails to complete or is unable to give possession of the Unit (i) in accordance with the terms of this Agreement, duly completed by the date specified in Para 7.1. or (ii) due to

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discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act. or for any other reason. the Promoter shall be liable, on demand to the Allottees, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him excluding all/any taxes, duties, cess, etc. deposited by the Promoter to the concerned department/authority in respect of the said Unit with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act within forty five days of it becoming due:

Provided that where if the Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee interest at the rate prescribed in the Rules for every month of delay, till the handing over of the possession of the Unit, which shall be paid by the Promoter to the Allottee within forty-five days of it becoming due. Provided that in case of extension of the Project, the extended date of the Project shall be considered as date of completion of the Project/handover of the possession of the Unit as described in **Schedule A** and no interest or compensation shall be given to the Allottee for such extended period.

Provided that where the Promoter is unable to handover the unit on/or before the date stated in Para 7.1 due to reasonable circumstances beyond the control of the Promoter, the Allottee(s) agrees that he/she/it shall not be eligible to withdraw from the Project and/or claim refund, interest, compensation of any sort till the date upto which the extension is granted by the Authority for the completion of the Project.

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

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

- 8.1 The Promoter has absolute, clear and marketable title with respect to the said land.
- 8.2 The promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the project.
- 8.3 There are no encumbrances upon the said land of the project. There are no litigations pending before any court of law or Authority with respect to the said land, Project or the Unit.
- 8.4 All approvals, licenses and permits issued by the competent authorities with respect to the project, said project Land and Unit are valid and subsisting and have been obtained by following due process of law. Further, the promoter has been and shall, always, remain to be in compliance with at applicable law in relation to the project, said project land, Building and Unit and Common Areas and facilities.

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- 8.5 The Promoter has the right to enter into this agreement and has not committed or omitted to perform any act or thing, whereby the right title and interest of the allottee created herein, may prejudicially be affected.
- 8.6 The Promoter has not entered into any agreement for sale/lease and/or development agreement or any other agreement/arrangement with any person or party with respect to the said land, including the project and the said Unit which shall, in any manner, affect the rights of the Allottee under this agreement.
- 8.7 The promoter confirms that the promoter is not restricted in any manner whatsoever from selling the said Unit to the Allottee in the manner contemplated in this agreement.
- 8.8 At the time of execution of the conveyance deed the promoter shall handover lawful, vacant, peaceful, physical possession of the Unit to the allottee and the common areas to the association of the allottees or the competent authority, as the case may be.
- 8.9 The project land is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the project land.
- 8.10 The promoter has duly paid and shall continue to pay and discharge all government dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to their competent authorities till the completion certificate/deemed completion (as applicable) has been issued and possession of Unit along with the common areas and facilities (equipped with all the specifications, amenities and facilities) has been handed over to the allottees and the association of allottees or the competent authorities as the case may be.
- 8.11 No notice from the government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said project land) has been received by or served upon the promoter in respect of the said land and/or the project.

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

- 9.1. Subject to the force majeure clauses and delay due to reasonable causes, 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 within the time period specified in Para 7.1 or fails to complete the project within the stipulated time disclosed (including extension) at the time of registration of the project with the authority. For the purpose of this Para, 'ready to move in possession' shall mean that the Unit shall be in a habitable condition which is complete in all respect including the provision of all specifications, amenities and facilities, as

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- agreed to between the parties, and for which completion certificate has been issued by the competent authority or deemed completion of the project as the case may be..
- (ii) Discontinuance of the promoter's business as a developer on account of suspension or revocation of his registration under the provisions of the act or the rules or regulations made there under.
- 9.2. In case of default by promoter under the conditions listed above a non-defaulting allottee is entitled to the following:
- (i) Stop making further payments to promoter as demanded by the promoter. If the allottee stops making payments, the promoter shall correct the situation by completing the construction milestones and only there after the allottee be requires to make the next payment without any interest. or
- (ii) The allottee shall have the option of terminating the agreement in which case the promoter shall be liable to refund the entire money paid by the allottee under any head whatsoever towards the purchase of Unit, along with interest at the rate equal to MCLR (Marginal Cost of Landing Rate) on home loan of State Bank of India +1% unless provided otherwise under the Rules within 45 days of receiving the termination notice. Provided that where an allottee does not intend to withdraw from the project or terminate the agreement he shall be paid, by the promoter, interest at the rate prescribed in the Rules, for every month of delay till the handing over of the possession of the Unit which shall paid by the promoter to the allottee within 45 days of it becoming due.
- 9.3. The allottee shall be considered under a condition of default, on the occurrence of the following events:
- (i) In case the allottees fails to make payments for 2 (two) consecutive demands/reminders made by the promoter as per the payment plan annexed here to, despite having been issued notice in that regard, the allottee shall be liable to pay interest to the promoter on the unpaid amount at the rate equal to MCLR (Marginal Cost of Landing Rate) on home loan of State Bank of India +1% unless provided otherwise under the Rules. The promoter must not be in default to take this benefit.
- (ii) In case of default by allottee under the condition listed above continuous for a period beyond 3 (three) consecutive months after notice from the promoter in this regard, the promoter may cancel the allotment of the Unit in favor of the allottee and refund the money paid to him by the allottee after deducting the booking amount and the interest liabilities and this agreement shall thereupon stand terminated. The promoter must not be in default to take this benefit. Provided that the promoter shall intimate the allottee about such termination at least 30 days prior to such termination.
- (iii) In case of default by the allottee in execution and registration of conveyance deed of

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the Unit within the period mentioned in Offer Letter, promoter shall be entitled to charge compensation at Rs 25,000 (/month) for such delay. Further the Allottee shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899 and Indian Registration Act, 1908 including any actions taken or deficiencies/penalties imposed by the competent authority.

- (iv) In case of breach of any other terms & conditions of this Agreement and violation of any of the Applicable Laws on the part of the Allottee(s), the promoter may cancel the allotment of the Unit and refund the money paid to him by the allottee after deducting the booking amount, the interest liabilities and all taxes, duties, cess, etc. deposited by the Promoter to the concerned department/authority in respect of the Unit and other charges and this agreement shall thereupon stand terminated provided that the promoter shall intimate the allottee about such termination at least 30 days prior to such termination.
- (v) In case the allottee is considered as an allottee in default and the said default continues for a period of one year the said agreement shall stand cancelled Suo-motu at the will of the Promoter and the allottee shall have no objection in this respect. The Promoter shall present this agreement before the registrar of stamps and shall be eligible to get the same cancelled without the presence of allottee. The allottee agrees to the said condition and undertakes not to take any legal recourse in case of such cancellation by the promoter.

**General rights and remedies available to the promoter:**

- (i) Upon termination of this Agreement by the Promoter, the Allottee(s) shall not have any lien, right, title, interest, or claim in respect of the Unit. The Promoter shall be entitled to sell the Unit to any other person or otherwise deal with the Unit in any manner whatsoever.
- (ii) The Rights and remedies of the Promoter under this clause shall be in addition to other rights and remedies available to the Promoter under Applicable Laws, equity and under this Agreement.
- (iii) Acceptance of any payment without interest shall not be deemed to be a waiver by the Promoter of its right to charge such interest or of the other rights mentioned in this Agreement.
- (iv) Without prejudice to the rights of the Promoter under this Agreement, the Promoter shall be entitled to file/initiate appropriate complaint/proceedings against the Allottee(s) under the Act for default/breach of any of the terms and conditions of this Agreement or the provisions of the Act/Rules /Regulations.

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## **10. CONVEYANCE OF THE SAID OFFICE/UNIT:**

The promoter, on receipt of total price of the Unit as per this agreement (Including interest on delayed payment and other charges as stated in this agreement, as applicable) under the agreement from the allottee, shall execute a conveyance deed and convey the title of the Unit to the allottee together with proportionate indivisible share in the Common Areas to the Association of Allottee within 2 months from the date of issuance of the completion certificate/deemed completion as the case may be:

Provided that, in the absence of applicable law, the conveyance deed in favor of the allottee shall be carried out by the promoter within 2 months from the date of issue of completion certificate/deemed completion (as applicable). However, in case the allottee fails to deposit the stamp duty and /or registration charges within the period mentioned in the notice, the allottee authorizes the promoter to withhold registration of the conveyance deed in his/her favor and promoter may refuse to hand over the possession of Unit to the Allottee(s) till payment of stamp duty and registration charges to the promoter is made by the allottee.

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

- (i). The promoter shall be responsible to provide and maintain essential services in the project till the taking over of the maintenance of the project by the association of the allottees upon the issuance of the completion certificate or deemed completion of the project. The cost of such maintenance for 1 (one) year from the date of completion certificate or deemed completion has been included in the total price of the Unit.
- (ii). However, if the association of allottees is not formed within one year of completion certificate or from the date of deemed completion the promoter will be entitled to collect from the allottees amount equal to the amount of maintenance disclosed in para 1.2 + 10% in lieu of price escalation for the purpose of maintenance for next 1 year and so on. The Promoter will pay the balance amount available with him against the maintenance charges to association of allottees once it is formed.
- (iii). On offer of possession an Interest Free Maintenance Security (hereinafter IFMS) towards the maintenance and upkeep of the unit shall be payable by the Allottee to the Promoter. The IFMS shall become payable within 30 days from the date of offer of possession by the Promoter, whether or not the allottee/s takes possession of his/her unit. In case of delay in payment of IFMS within this period, interest shall be charged for the period of delay.
- (iv). The Allottee(s) upon offer of possession agrees to enter into a maintenance agreement

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- with the Promoter or any association/society or any of its nominee/agency/association(s) or other body as may be appointed/nominated by the promoter (hereinafter referred to as “the Maintenance Agency”) from time to time for the maintenance and upkeep of the Project. However, failure on the part of Allottee(s) to enter in to Maintenance Agreement for any reasons whatsoever will not absolve him from his obligation to pay Maintenance Charges and other related charges etc.
- (v). The Allottee(s) is liable to pay monthly/quarterly/yearly Maintenance Charges as intimated/demanded by the Promoter/Maintenance Agency, irrespective whether the allottee(s) is in occupation of unit or not, within a period of 7 days of demand. In case of delay in monthly/quarterly/yearly Maintenance Charges, interest @ 18% p.a. shall be charged for the period of delay.
- (vi). In case of failure of the Allottee(s) to pay the Maintenance Charges on the due date, the Promoter shall have the right to recover the same from the IFMS. However, in such a case interest @ 18% p.a. will be payable by the Allottee on the deficit amount of IFMS, from the date of its withdrawal till the date of its replenishment to the required amount of IFMS. Further, if the IFMS falls insufficient for the recovery of Maintenance Charges, the Promoter/Maintenance Agency in addition to levy of interest @ 18% p.a. for the period of delay shall also reserves the right to deny the Allottee(s) maintenance services and the Promoter/Maintenance Agency/Allottees Association will be entitled to effect disconnection of services to defaulting allottee(s) that may include disconnection of water/sewer, power, piped gas supply etc. and debarment from usage of any or all common facilities within the Project. Further, non-payment of Maintenance Charges shall constitute a breach of the terms contained herein by the Allottee/s.
- (vii). The Allottee will neither himself do not permit anything to be done which damages Common Areas/facilities of the Project or violates the rules or bye-laws of the Local Authorities or the Association of Allottee/s. The Allottee/s shall be liable to rectify such damages to the satisfaction of the parties concerned, failing which the Promoter may recover the expenditure incurred in such rectification from the Allottees IFMS along with liquidated damages equivalent to such amount incurred. In case IFMS is insufficient to meet such expenditure or losses than the Promoter shall be entitled to raise demand against it, which shall be strictly payable by the Allottee/s within 30 days of such demand. However, in such an event Allottee/s shall make further payment to maintain required balance of IFMS as applicable. The Allottee/s shall always keep the Promoter indemnified in this regard.
- (viii). It shall be incumbent on each allottee to form and join a common Association comprising of the Allottees for the purpose of management and maintenance of the Project.
- (ix). The common lawns and other common areas in the Project shall not be used for
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conducting personal functions such as marriages, birthday parties etc. If any common space is provided in any area for organizing meetings and small functions the same shall be used on payment basis.

The allottee or its nominees/agents/employees etc. shall at all times comply with the rules and regulations laid down by the Promoter or its nominated maintenance agency including terms of maintenance agreements.

## **12. DEFECT LIABILITY:**

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of service or any other obligations of promoter as per the agreement for sale relating to such development is brought to the notice of the promoter within a period of 5 (five) years by the allottee from the date of handing over possession or the date of obligation of the promoter to give the possession to the allottee, whichever is earlier, it shall be the duty of the promoter to rectify such defect without further charge, within thirty days, and in the event of promoter's failure to rectify such defect within such time, the aggrieved allottees shall be entitled to receive appropriate compensation in the manner as provided under the act. In this case it is important to note that there can be slight hairline cracks due to temperature variations and heterogeneous nature of construction for which the Promoter shall not be liable as stated above and in case of any other defect pointed out by the Allottee, the same shall be referred to a registered architect or engineer and on the basis of the report of the said architect or engineer it shall be concluded whether the defect stated by Allottees falls under the provision of the Act.

However, in case any damage to the unit is caused by the allottee and/or any reasonable wear and tear and/or improper maintenance and undue negligence on the part of the allottee(s)/AOA and/or any damaged caused due to force majeure shall not be covered under defect liability period.

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

The promoter/maintenance agency/association of allottees shall have rights of unrestricted access of all common areas, parking spaces for providing necessary maintenance services and the allottee agrees to permit the association of allottees and/or maintenance agency to enter into the Unit 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.

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#### **14. USAGE:**

**USE OF SERVICE AREAS:** The service areas, if any, as located within the project shall be earmarked for purposes such as common services including but not limited to electric substation, 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 in any manner.

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

- 15.1. Subject to Para 11 above, the allottee shall, after taking possession, be solely responsible to maintain the Unit at his/her on cost, in good repair and condition and shall not do or suffer to be done anything in or to the building, or the Unit, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authorities or change or alter or make additions to the Unit and keep the Unit its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the building is not in any way damaged or jeopardized.
- 15.2. The Promoter shall not be liable for any liability (legal or others) arising in the event of the Allottee(s) relying on the marketing agency or any sale broker, marketing campaign, published material. It is the sole responsibility of the Allottee(s) to confirm the information provided to them from the Promoter before relying on the same.
- 15.3. The allottee shall also not change the color scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the allottee shall not store any hazardous or combustible goods in the unit or place any kind of thing, articles, goods or heavy material in the common passages, pavements, Streets, open compound or staircase of the building and the Promoter/AOA shall be entitled to remove the same without giving any notice to the Allottee and to take them in its custody at the cost, risk and responsibility of the Allottee. The Promoter/AOA shall have the authority to dispose off the same without any notice or accountability to Allottee and no claim of any sort whatsoever shall be made by the Allottee against the Promoter in respect of such goods/things. The allottee shall also not remove any wall, including the outer and load bearing wall of the Unit.
- 15.4. The allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the promoter and there after the association of allottees and /or

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maintenance agency appointed by association of allottee. The allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid condition.

- 15.5. The Allottee understands and agrees that all fixture and fitting including air conditioners, coolers etc. shall be installed by him at the place earmarked or approved by the Promoter/Association of Allottees and nowhere else. Non-observance of the provisions of this clause shall entitle the Promoter or Maintenance Association, as the case may be, to enter the Unit, if necessary and remove all non-conforming fittings & fixtures at the cost and expenses of the Allottee(s).
- 15.6. The Allottee shall not use the said premises for any purpose, which may or is likely to cause nuisance or annoyance to owners/occupants of other units and/or Common Area/Common Parts/Facility in the Building.
- 15.7. The Allottee shall not do or suffer anything to be done in or about the said unit which may tend to cause damages to any Common Area/Roads/Streets in the Building or in any manner interfere with the use thereof or of any open space, passage or amenities available for common use.
- 15.8. The Allottee shall not at any time demolish the structure of the said unit or any part thereof and not make or cause to be made any additions or alterations of whatever nature to the said unit or any part thereof. The allottee may, however, make suitable changes in the said unit and other internal alterations and additions as per the terms of this agreement or the maintenance agreement, as the case may be, without causing damage or harm to the main structure as well as the ceiling of said unit & architectural aspect thereof but only with the prior approval/consent of the Promoter/AOA in writing. Provided that if any such additions or alterations, require the prior approval or permission of any municipality or any other local body or government authority, the Allottee shall not carry out such additions or alterations or erections without obtaining the prior permission or complying with such rules and regulations of such Municipal or local body or Government Authority and getting such sanction /permission on payment of fee, tax, etc.
- 15.9. The Allottee shall be allowed to put up his name-plate/Sign board for advertainments of his/her commercial unit only at the space provided by the Promoter for this purpose.
- 15.10. The Allottee agrees and undertakes that he/she shall join Association of Allottees as may be formed by the Promoter on behalf of the unit holders and to pay any fees, subscription charges thereof and to complete such documentation and formalities as may be deemed necessary for this purpose.
- 15.11. The Allottee undertakes not to sub-divide the said unit, agreed to be sold to him/her. The Allottee further undertakes that in case it transfers its right and interests in the
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said unit, in favour of any person/promoter by way of sale, mortgage, tenancy, license, gift or in any other manner, such person /promoter so inducted by the allottee shall also be bound by the terms and conditions of this agreement.

15.12. The allottee agrees that if at any time under any law/order or if the promoter may think necessary to insure the title of the land/building/unit/project, the charges towards the same shall be paid by the allottee proportionately as may be demanded by the Promoter in future.

15.13. In case the Allottee wants to avail of a loan facility from any financial institution/Bank to facilitate the purchase of the Unit applied for, the Promoter shall facilitate the process subject to the following:

- i. Any financing agreement between FI/Bank and the Allottee shall be entered into by the Allottee at its sole cost, expense, liability, risk and consequences.
- ii. The terms and conditions of the financing agency shall exclusively be binding and applicable upon the Allottee(s) only.
- iii. The responsibility of getting the loan sanctioned and disbursed, in accordance with the payment schedule, shall rest exclusively on the Allottee. In the event of the loan not being sanctioned or the disbursement getting delayed, the payment to the Promoter, as per the payment schedule, shall be ensured by the Allottee, failing which, the delay payment charges shall be applicable.
- iv. In case of default in repayment of dues of the financial institution/agency by the allottee(s), the allottee authorizes the promoter to cancel the allotment of the said unit and repay the amount received till the date after deduction of booking amount, Interest on delayed payments, other charges and taxes directly to the financing institution/agency on receipt of such request from financing agency without any reference to the allottee.

15.14. The Allottee is aware of the applicability of Tax Deduction at Source (TDS) with respect of the said Unit. Further, the Allottee has to deduct the applicable Tax Deduction at Source (TDS) at the time of making of actual payment or credit of such sum to the account of the Promoter, whichever is earlier as per Section 194-IA in the Income Tax Act, 1961. Further, the Allottee shall submit the original TDS certificate within the prescribed timelines mentioned in the Income Tax Act, 1961.

15.15. The Allottee expressly agrees that the promoter shall be solely entitled to claim any/all the refundable amounts deposited by the promoter to various competent authorities during the entire course of construction of the project.

15.16. Electricity Connection:

- i. That the allottee shall be required to get and maintain separate electric connection

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for the said premises in his own name from Electric Department and the entire cost of the electric meter and its fixation charges, cabling, MCB, main switch and other fittings shall be borne by him and shall be reimbursed to the Promoter if the same is paid by the Promoter. The allottee shall be entitled to avail and get electric connection from Electric Department only after the aforesaid obligations are complied with and N.O.C. is obtained from Promoter by him.

- ii. The Allottee will ensure to use similar material for electrical wiring, switch gear, air-conditioning ducting, plumbing and all such service utilities which are connected to the main equipment/service of the Project. The Allottee shall plan and distribute its electrical load in conformity with the electrical system installed by the Promoter.
  - iii. Electric charges for the separate meter installed for common facility like lift, tube well, parking area, outer development staircase, corridors, gates, control room etc. shall be paid by the AOA.
- 15.17. The Allottee understands and agrees that in the event of paucity or non-availability of any material and/or brand the Promoter may use alternative materials/article and/or equivalent brand, but of similar good quality, natural stones, tiles susceptible to staining and variations in shade and pattern. The Promoter shall not be held liable in any manner whatsoever for the same.

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

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

#### **17. ADDITIONAL CONSTRUCTIONS**

The Promoter undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the building plan, layout plan, sanction plan and specifications amenities and facilities has been approved by the competent authority(ies) and disclosed, except for as provided in the Act.

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

After the promoter execute this Agreement, he shall not mortgage or create a charge on the unit and if such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of allottee who has taken or agreed to take such Unit.

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

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

**20. BINDING EFFECT:**

Forwarding this agreement to the allottee by the promoter does not create a binding obligation on the part of the promoter or the allottee until, firstly, the allottee signs and delivers this Agreement with all the schedules along with the payment due as stipulated in the Payment plan within 30 days from the date of receipt by the allottee and secondly, appears for registration of the same before the concerned Sub-Register Ghaziabad as and when intimated by the promoter. If the allottee(s) fails to execute and deliver to the Promoter the Agreement within 30 (thirty) days from the date of its receipt by the allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the promoter, then the promoter shall serve notice to the allottee for rectifying the default, which if not rectified within 30 days from the date of its receipt by the allottee, application of the allottee shall be treated as cancelled and all sums deposited by the allottee in connection therewith including the booking amount shall be returned to the allottee without any interest or compensation whatsoever but after deducting taxes, duties, cess, etc. deposited by the Promoter to the concerned department/authority in respect of the said Unit and deducting reasonable administrative charges.

**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 Unit as the case may be.

**22. RIGHT TO AMEND**

This agreement may only be amended through written consent of the parties. Any clause hereof cannot be orally changed, terminated or waived. Any changes or additional clauses must be set forth in writing duly signed by both the parties which

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only shall be valid.

**23. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE/SUBSEQUENT ALLOTTEES**

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

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

- 24.1 The promoter may, at its sole option and discretion, without prejudice to its rights as set out in the agreement waive the breach by the Allottee in not making payments as per the Payment Plan (Schedule-C) including waiving the payment of interest for delayed payment. It is made clear so agreed by the allottee that exercise of discretion by the promoter in the case of one allottee shall not be construed to be precedent and/or binding on the promoter to exercise such discretion in the case of other allottees.
- 24.2 Failure on the part of parties to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provisions.

**25. SEVERABILITY:**

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

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common with other allottee(s) in project, the same shall be the proportion which the carpet area of the unit bears to the total carpet area of all the units in the project.

## **27. INDEMNIFICATION**

The Allottee(s) shall, without prejudice to any other rights of the Promoter, agrees to indemnify and keep fully indemnified, hold harmless and defend the Promoter, from and against third party claims, demands, actions, suits, proceedings, judgments, orders, damages, costs, losses and expenses of any nature whatsoever brought against the Promoter or which the Promoter may suffer or incur due to or by reason of the Allottee(s) making, committing, causing or permitting to be made or committed any default or breach in respect of or non-observance or non-compliance with (i) any of the provisions/covenants of this Agreement and/or (ii) any representation or warranties or covenants of the Allottee(s) being false or incorrect and/or (iii) any other claim, cost or damage directly attributable to the obligations of the Allottee(s) under the Agreement or due to failure/delay of the Allottee(s) to comply with its obligations under the applicable Central and/or State and local laws and/or of any of the provisions of this Agreement and/or (iv) termination of this Agreement by the Allottee(s) without any default/delay on the part of the Promoter and/or (v) due to failure of the Allottee(s) to execute and deliver this Agreement to the Promoter within the time prescribed in this agreement due to failure of the Allottee(s) to appear before the sub-registrar for registration of this Agreement (vii) termination of this Agreement by the Promoter due to any default/delay on the part of the Allottee(s).

After the handover of the possession of the Unit, in case the Allottee(s) gets some interior works done and in case any vendor of the Allottee causes any harm/loss/wear and tear/physical damage to any structure, shafts, Common Areas and Facilities, walls, gates etc. then the Allottee shall be responsible to indemnify the same.

Further,

- i) The Parties acknowledge that the foregoing indemnities shall survive the termination of this Agreement.
- ii) The indemnification rights of the Promoter under this Clause shall be in addition to any other rights and remedies available to the Promoter under Applicable Laws, equity and this Agreement.

## **28. FURTHER ASSURANCES**

Both Parties agree that they shall execute, acknowledge and deliver to the other such

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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.

## **29. PLACE OF EXECUTION**

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

## **30. NOTICES**

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

\_\_\_\_\_

R/o- \_\_\_\_\_

### **M/s BABA CONSTRUCTION PVT LTD**

G-83/201, Second Floor, Vijay Chowk, Laxmi Nagar, East Delhi, Delhi

It shall be the duty of the Allottee and the Promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the Promoter or the Allottee, as the case may be.

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**31. JOINT ALLOTTEES:**

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

**32. SAVINGS:**

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

**33. GOVERNING LAW:**

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

**34. DISPUTE RESOLUTIONS:**

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

**35. DISCLOSURE:**

That the Allottee has entered into this agreement with full knowledge, physical inspection and understanding of the nature of construction and the construction plan of the Promoter, title documents of the Promoter, sale deeds and arrangements, entered into by the Promoter with several other persons and subject to all present and future laws, rules, regulation, bye-laws applicable to this area, including terms and conditions of the undertaking given by the Promoter to concerned authorities, and/or the Government of Uttar Pradesh in this regard and to such other regulations as the

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Promoter may from time to time promulgate and the Allottee has familiarized himself with all the aforesaid title documents, sale deeds, undertakings, conditions etc.

### **36. SPECIFIC PERFORMANCE**

The Parties hereto acknowledge and agree that the damages alone would not provide an adequate remedy for any breach or threatened breach of the provisions of this Agreement and therefore that, without prejudice to any and all other rights and remedies the Promoter may have, the Promoter shall be entitled to the remedies of injunction, specific performance and other equitable relief for any threatened or actual breach of the provisions of this Agreement. The remedies set forth in this Clause are cumulative and shall in no way limit any other remedy the Promoter may have under law or in equity or pursuant hereto.

36.1. That all annexure and Schedules annexed with Agreement are integral part of this Agreement.

36.2. This agreement shall remain in force and shall not merge into any other agreement save and except the conveyance deed as stated herein below.

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**IN WITNESS WHEREOF** parties hereinabove named have set their respective hands and signed this Agreement for Sale at Ghaziabad in the presence of attesting witness, signing as such on the day first above written.

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

Allottee: (including joint buyers)

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

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Please affix  
photograph and  
sign across the  
photograph

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

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Please affix  
photograph and  
sign across the  
photograph

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**SIGNED AND DELIVERED BY THE WITHIN NAMED**

**M/s BABA CONSTRUCTION PVT LTD**

Please affix  
photograph and  
sign across the  
photograph

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

(Authorized Signatory) Name:

Address:

At Ghaziabad on\_\_\_\_\_in the presence of:

WITNESSES:

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

Name\_\_\_\_\_

Address\_\_\_\_\_

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

Name\_\_\_\_\_

Address\_\_\_\_\_

\*or such other certificate by whatever name called issued by the competent authority.

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Allotee/s

**SCHEDULE 'A'**  
DESCRIPTION OF THE Unit No.- \_\_\_\_\_ ALONG WITH BOUNDARIES IN ALL FOUR DIRECTIONS

**SCHEDULE 'B'**  
FLOOR PLAN OF THE UNIT

**SCHEDULE 'C'**  
PAYMENT PLAN

**SCHEDULE 'D'**  
SPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF THE UNIT)

**SCHEDULE 'E & F'**  
COMMON AREA, SPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF  
THE PROJECT)

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Authorized Signatory

Allotee/s