

## **AGREEMENT FOR SALE**

This **AGREEMENT FOR SALE** (hereinafter referred to as "**Agreement**"), is executed at \_\_\_\_\_ on this **\_day** of \_\_\_\_\_ **2025**;

### **BY AND BETWEEN**

M/s Earthcon Constructions Pvt. Ltd. (ECPL), a Company registered under the Companies Act, 1956 having its corporate and registered office at T-17, DDA Flats, Sector-7, Jasola Vihar, New Delhi – 110025 and corporate office at B-1, Sector-4, Noida, Uttar Pradesh-201301 (PAN \_\_\_\_\_), represented by its authorized signatory \_\_\_\_\_ 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 its successor-in-interest, and permitted assigns) being party of the First Part:

### **AND**

#### **(If Allottee is an individual)**

1- **Mr./ Ms.** \_\_\_\_\_ (Aadhar No \_\_\_\_\_ & PAN no \_\_\_\_\_), son / daughter of \_\_\_\_\_, aged about \_\_\_\_\_ years, residing at \_\_\_\_\_ hereinafter called the "**Allottee**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the allottee and his/her heirs, executors, administrators, successors and assigns).

### **OR**

2- **Mr./ Ms./ Mrs.** \_\_\_\_\_ (Aadhar No. \_\_\_\_\_ & PAN No. \_\_\_\_\_), W/o/ Son/ daughter of \_\_\_\_\_, residing at \_\_\_\_\_ (herein after jointly/ collectively referred to as the Allottee which shall unless repugnant to the context or meaning thereof be deemed to mean and include the allottee and his/ her heirs, executors, administrators, successors and assigns) being

party of the Second Part;

OR

**3- (if the Allottee is a company)**

M/s\_\_\_\_\_ (CIN:\_\_\_\_ (PAN:\_\_\_\_\_) a company incorporated under the companies act, 1956 having its registered office at \_\_\_\_\_ (herein after referred to as "allottee" which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) acting through its duly authorized signatory \_\_\_\_\_ authorized via resolution passed in the meeting of board of directors held on \_\_\_\_\_, being party of Second part;

OR

**(if the Allottee is a partnership)**

M/s\_\_\_\_\_ (PAN:\_\_\_\_\_) A Partnership firm registered under the provisions of the Indian Partnership Act, 1932 having its principal place of business at \_\_\_\_\_ (hereinafter referred to as the "Allottee" which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include all the partners and heirs and legal representatives of the last surviving partner) acting through its duly authorized partner Mr.\_\_\_\_\_, being party of the Second Part;

OR

**(if the Allottee is HUF)**

M/s\_\_\_\_\_ (PAN\_\_\_\_\_) an HUF Firm having its office at \_\_\_\_\_, through its duly authorized Karta Mr. \_\_\_\_\_, having permanent Account Number \_\_\_\_\_, (herein referred to as "Allottee"), which expression shall, unless repugnant to the context or meaning thereof, include all the coparceners/ members of the said HUF and their legal heirs, executors, legal representatives and successors, being party of the Second Part;

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

## **INTERPRETATIONS / DEFINITIONS:**

For the purpose of this Agreement, unless the context otherwise requires,-

- a)"Act"** means the Real Estate (Regulation and Development) Act, 2016 (16 of 2016);
- b)"Authority"** means Uttar Pradesh Real Estate Regulatory Authority.
- c)"Government"** means the Government of Uttar Pradesh.
- d)"Rules"** means the Real Estate (Regulation and Development) (Amendment) Rules, 2016, as amended from time to time;
- e)"Regulations"** means the Regulations made under the Real Estate (Regulation and Development Act), 2016;
- f)"Section"** means a section of the Act.

## **WHEREAS:**

- A. That U.P. Awas Evam Vikas Parishad ("UPAVP") under its Amrapali Yojna had invited bid/ tender and on the basis of the bidding held on 29.01.2011 by which the U.P. Awas Evam Vikas Parishad has allotted a piece of land bearing Plot No. E-1/ GH - 01, Sector – E-1, Hardoi Road Distt. Lucknow, Uttar Pradesh 226003, admeasuring (Amended) 24,355.22 sq. mts. (approx.) (hereinafter referred to as the "Plot) to M/s. Earthcon Construction Private Ltd. (Promoter) and the same Plot has been transferred in the name of Promoter vide the registered Agreement dated 29-09-2011 duly registered with the office of Sub-registrar-IV, Lucknow under vide Registration No. 12001, Book No. 01, Volume No. 8328 from Page 211 to 268 for the purpose of construction and development of a Residential Group Housing Complex more particularly demarcated in the plan annexed hereto in **Schedule A**.
- B. The Promoter, being a real estate Developer has expertise, know-how and experience in the business of real estate development, construction of Multi-storied Housing & Commercial Complexes, infrastructural development and civil construction works and other

related works. Therefore, the Promoter is sufficiently entitled to develop and construct Residential/Commercial complex on the land.

- C. The said land is earmarked for the purpose of building a (residential/commercial/ any other purpose) project comprising \_\_\_\_\_ multistoried apartment building and (insert other components of the project) and the project shall be known as “\_\_\_\_\_” (hereinafter referred to as the “Project”).
- D. The Promoter is fully competent to enter into this agreement and all the legal formalities with respect to the rights, title and interest of the promoter regarding the said land on which the project is to be constructed have been completed.
- E. The \_\_\_\_\_ (Name of Competent Authority) has granted the commencement certificate to develop the project vide approval dated \_\_\_\_\_ bearing registration no. \_\_\_\_\_.
- F. The promoter has obtained the layout plan, sanction plan, specifications and all necessary approvals for the project and also for the apartment, plot or building, as the case may be, from \_\_\_\_\_. The Promoter agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with section 14 of the Act and other laws as applicable.
- G. The Promoter has registered the Project under the provisions of Real Estate (Regulation & Development) Act, 2016 read with Uttar Pradesh Real Estate Registration Rules and the Authority has granted Registration vide registration bearing no. **UPRERAPRJ** \_\_\_ **dated** \_\_\_.
- H. The Allottee had applied for an Apartment in the Project vide application No. \_\_\_\_\_ dated \_\_\_\_\_ and accordingly has been allotted Unit No. \_\_\_\_\_ having carpet area of \_\_\_\_\_ square meter (\_\_\_\_square feet), type \_\_\_\_\_, on \_\_\_\_\_ floor in (Tower/block/building) No. \_\_\_\_\_ (Building) along with garage/covered parking no. \_\_\_\_\_ admeasuring \_\_\_\_\_

square meters (\_\_\_\_\_Square feet) in the \_\_\_\_\_ **(Please insert the location of the garages/covered parking)**, as permissible under the applicable law and of pro rata share in the common areas (“Common Areas”) as defined under clause (d) of Rule 2(1) of U.P. Real Estate (Regulation & Development) Rules, 2016 and as may be declared in deed of declaration to be submitted before the concerned authority (hereinafter referred to as the “Apartment” more particularly described in Schedule C and the floor plan of the apartment is annexed hereto and marked as Schedule B)

- I. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;
- J. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws rules and regulations notifications, etc. applicable to the Project/Apartment;
- K. The Parties relying on the confirmations, representations and assurance 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 in the terms and conditions appearing hereinafter:
- L. In accordance with the terms and conditions set out in this agreement and as mutually agreed upon by and between the parties, the promoter hereby agrees to sell and the Allottee hereby agrees to purchase the \_\_\_\_\_(Apartment/Plot) and the \_\_\_garage/covered parking (if applicable) as specified in Para H.

**NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL REPRESENTATIONS, COVENANTS, ASSURANCES, PROMISES AND AGREEMENTS CONTAINED HEREIN AND OTHER GOOD AND VALUABLE CONSIDERATIONS, THE PARTIES AGREE AS FOLLOWS:**

## **1. TERMS**

- 1.1.1. Subject to the terms and conditions as detailed in the Agreement, the Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase the Apartment more in para H:
- 1.1.2. Both the Parties confirm that they have read and understood the provisions of Section -14 of the Act.

1.1 The Total Price for the Apartment based on the carpet area is Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ Only) ("Total Price").

Block/Building/Tower _____, Apartment No. _____	No. _____	Rate of Apartment Rs. _____ per square Mtr. (Rs. _____ per sq foot)*
Type		
Floor		
Carpet Area		
Total Price (in Rupees)		

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

If applicable:

Garage/Covered Parking 1	Price for 1
Garage/Covered Parking 1	Price for 2
Total Price in Rupees	

**Explanation:**

- (i) The Total Price includes the booking amount paid by the Allottee to the Promoter towards the Apartment;
- (ii) The Total Price 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/Apartment payable by the Promoter, by whatever name called) up to the date of handing over the possession of the Apartment to the Allottee and the Project to the Association of Allottee ("**Association**") or the competent authority, as the case may be, after obtaining the completion certificate:

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

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

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

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

1.2 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 Allottees 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.

1.3 The Allottee shall make the payment as per the payment plan set out in **Schedule D (“Payment Plan”)**.

1.4 The Promoter may allow, in its sole discretion, a rebate for early payments of instalments payable by the Allottee by discounting such early payments @ \_\_\_\_\_% per annum for the period by which the respective instalment has been advanced. The provision for allowing the rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.

1.5 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 describe herein as per schedules (which shall be in conformity with the advertisement, prospectus, etc. on the basis of which sale is effected) in respect of the Apartment, building as the case may be, without the previous written consent of the Allottee as per the provisions of the Act:

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

1.6 The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the building is complete and the completion/occupancy certificate (as applicable) is granted by the competent authority, by furnishing details of the charges, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is a reduction in the carpet area then the promoter shall

refund the excess money paid by the allottee within 45 days with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area, which is not more than three percent of the carpet area of the apartment, allotted to the allottee, the promoter may demand that from the allottee as per the next milestone of the payment plan as provided in Schedule D. All these monetary adjustment shall be made at the same rate per square meter/square foot as agreed in para 1.2 of this agreement.

- 1.7 Subject to Para 9.3 the Promoter agrees and acknowledges that, the Allottee shall have the right to the Apartment as mentioned below:
- (i) The Allottee shall have exclusive ownership of the Apartment.
  - (ii) The Allottee shall also have undivided proportionate share in Common Areas. Since the share/interest of Allottee in Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other occupants, maintenance staff etc. without causing any inconvenience or hindrance to them. It is clarified that the Promoter shall hand over the Common Areas to the Association of Allottees after duly obtaining the completion certificate from the competent authority as provided in the Act.
  - (iii) That the computation of the prices of the apartment includes recovery of price of land, construction of (not only the apartment by also) the common areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the apartment, lift, water line and plumbing, finishing with paints, marbles, tiles, doors windows, fire detection and firefighting equipment's in the common areas, maintenance charges (as per para 11 etc.) and included cost of providing all other facilities, amenities and specifications to be provided within the Apartment and the Project;
  - (iv) The Allottee has the right to visit the Project site to assess the extent of development of the Project and his/her/their Apartment, as the case may be.
- 1.8 It is made clear by the Promoter and the Allottee agrees that the Apartment along with \_\_\_\_\_ garage/covered parking shall be treated

as a single indivisible unit for all purposes. It is agreed that the project is 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 facility and amenities other than areas declared as independent areas/limited common areas in deed of declaration shall be available only for use and enjoyment of all the Allottees of the Project.

1.9 The promoter agrees to pay all outgoings before transferring the physical possession of the apartment 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 of other encumbrances and such other liabilities payable to the 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 liability, mortgage loan and interest thereon before transferring the apartment to the allottees, the promoter agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person.

1.10 The Allottee has paid booking amount of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ Only) as booking amount being part payment towards the Total Price of the Apartment at the time of application, the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Apartment as prescribed in the Payment Plan [**Schedule D**] as may be demanded by the Promoter within the time and in the manner specified therein:

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

- 1.11 Any additional car parking space, if required by the Allottee shall, subject to availability, will be granted by the Promoter, and charged at the then prevalent rates for allotment of each such car park space.
- 1.12 The Allottee undertakes to park its vehicles only in the Car Parking Space provided to him, and not anywhere else in Project. The Allottee agrees and confirms that in the event of cancellation, surrender, relinquishment, resumption, re-possession etc., of the Apartment under any of the provisions of this Agreement, the Car Parking Space shall also be deemed to be cancelled, surrendered, relinquished, and resumed, as the case may be.

## **2 MODE OF PAYMENT**

Subject to the terms of this 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 D**] through A/c Payee cheque/demand draft/bankers cheque or online payment (as applicable) in favor of “\_\_\_\_\_” Payable at \_\_\_\_\_.

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

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

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

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

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

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

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

Similarly, the Allottee shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under this Agreement subject to the simultaneous

completion of construction by the Promoter as provided in Schedule D ("Payment Plan").

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

The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the Apartment/Project 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 UP Apartment (Promotion of construction ownership and Maintenance) Act 2010 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 terms by the promoter shall constitute a material breach of the Agreement.

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

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

Provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the allotment within 120 days from that date. The promoter shall intimate the allottee about such termination at least thirty days prior to such termination. After refund of the money paid by the Allottee, the Allottee agrees that he/ she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement. In case the project is developed in phases, it will be the duty of the promoter to maintain those common areas and facilities which are not complete and handover all the common areas and facilities to the RWA once all phases are completed. The promoter shall not charge more than the normal maintenance charges from the Allottees.

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

[Provided that, in the absence of the Applicable law the conveyance deed in favor of the allottee shall be carried out by the promoter within 3 months from the date of issuance of completion certificate/occupancy certificate (as applicable)]. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfilment 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 the allottees, as the case may be after the issuance of the completion certificate/occupancy certificate (as applicable) for the project. The promoter shall handover the completion

certificate/occupancy certificate (as applicable) of the apartment, as the case may be, to the Allottee at the time of conveyance of the same.

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

**7.4 Possession by the Allottee** – after obtaining the completion certificate/occupancy certificate (as applicable) and handing over physical possession of the apartment to the allottees, it shall be the responsibility of the promoter to hand over the necessary documents and plans, including common areas, to the association of allottees or the competent authority, as the case may be as per the applicable law.

Provided that, in absence of any applicable law, the promoter shall handover the necessary documents and plans, including common areas, to the association of allottees or the competent authority, as the case may be, within thirty days after obtaining the completion certificate/ occupancy certificate (as applicable).

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

Provided that where the Allottee(s), proposes to cancel/withdraw his/her Apartment without any fault of the Promoter, the Promoter herein is entitled to forfeit the booking amount paid for the allotment. The Promoter shall refund 50% (fifty percent) of the balance amount of money paid by the allottee within 45 days of such cancellation/ withdrawal and

the remaining 50% of the balance amount on re-allotment of the apartment or at the end of one year from the date of cancellation/ withdrawal by the allottee, whichever is earlier. The promoter shall inform the previous allottee the date of re-allotment of the said apartment and also display this information on the 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/her 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 offer of possession of the Apartment (i) in accordance with the terms of the Agreement, duly completed by the date specified in para 7.1 hereinabove or (ii) due to discontinuance of its 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 Allottee, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the apartment, with interest at the rate prescribed in the rules including compensation in the manner as provided under the Act within forty five days of it becoming due:

Provided that where if the allottee does not intent to withdraw from the project, the promoter shall pay the allottee interest at the rate prescribed in the rules for every month of delay, till the handing over of the possession of the apartment, which shall be paid by the promoter to the allottee within forty five days of it becoming due.

**7.7** The possession of the project will be given in phase wise manner.

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

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

- (i) The Promoter has absolute, clear and marketable title with respect to the Said land; and has the requisite rights to carry out development upon the Said land and also has absolute, actual, physical and legal possession of the Said land for the implementation of the Project;
- (ii) The Promoter has lawful rights and requisite approvals from the competent authority to carry out development of the Project;
- (iii) There are no encumbrances upon the Project Land/Project;
- (iv) There are no litigation(s) pending before any Court of law or Authority with respect to the Said land, Project or the Apartment to the best of the Promoter's knowledge as on the date of this Agreement.
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, Said land and Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, Said land, Apartment and common areas.
- (vi) 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;
- (vii) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement/arrangement with any person or party with respect to the Project / Said land/Apartment which will, in any manner, affect the rights of Allottee under this Agreement;
- (viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the Apartment to the Allottee in the manner contemplated in this Agreement;
- (ix) At the time of execution of the conveyance/sale deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the Apartment to the Allottee and the common areas to the association of allottees or the competent authority, as the case may be;
- (x) The Apartment/scheduled property is not the subject matter of

any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Apartment/scheduled property;

- (xi) 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 Project to the competent authorities till the completion certificate/occupancy certificate (as applicable) has been issued and possession of Apartment land or building, as the case may be, along with Common Areas (equipped with all the specifications, amenities and facilities as per this Agreement) has been handed over to the allottee and the association of the allottees or the competent authority as the case may be.
- (xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the Said 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, the Promoter shall be considered under a condition of default, in the following events:
- i. Promoter fails to provide ready to move in possession of the apartment to the allottee within the time period specified in Para 7.1 or fails to complete the project within the stipulated time disclosed at the time of registration of the project with the Authority. For the purpose of this para, 'ready to move in possession'; shall mean that the apartment shall be in a habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the parties, and for which occupation certificate and completion certificate, as the case may be, has been issued by the relevant authority;
  - ii. Discontinuance of the Promoter's business as a Promoter on account of suspension or revocation of its 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 condition 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 thereafter the Allottee be required to make the next payment without any interest; or
- ii. The Allottee shall have the option of terminating the Agreement in which case the promoter shall be liable to refund the entire money paid by the allottee under the head whatsoever towards the purchase of the apartment, along with interest at the rate equal to MCLR (Marginal Cost of Lending Rate) on home loan of State Bank of India + 1% unless provided otherwise under the rules, within forty five days of receiving the termination notice:

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

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

- i. In case the Allottee fails to make payments for 2 consecutive demands made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard the allottee shall be liable to pay interest to the promoter on the unpaid amount at the rate equal to MCLR (Marginal Cost of Lending Rate) on home loan of State Bank of India + 1% unless provided otherwise under the rules. The promoter must not be in default to take this benefit;
- ii. In case of Default by Allottee under the condition listed

above continues for a period beyond 3 consecutive months after notice from the Promoter in this regard, the Promoter may cancel the allotment of the Apartment in favor of the Allottee and refund the money paid to him by the allottee by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated. The promoter must not be in default to take this benefit; Provided that the promoter shall intimate the allottee about such termination at least thirty days prior to such termination.

iii. In case the Allottee wants to avail loan facility from the employer or any other financial institution or the bank to facilitate the purchase of the said Apartment/shop the company shall facilitate the process subject to the following:

- a. The terms of financing agency /bank shall exclusively be binding and applicable upon the Allottee
- b. The responsibility of getting the loan sanctioned and disbursed as per the company's payment schedule will be exclusively of Allottee. In the event off loan bot being paid sanctioned or the disbursement getting delayed, the payment to the company as per schedule shall be ensured by the Allottee failing which Allottee shall be governed by the provisions contained in clause 9.3 (i) above.

## **10 TRANSFER/CONVEYANCE OF THE APARTMENT:**

- i. The Promoter, on receipt of Total Price of the Apartment as per para 1.2 under this agreement from the Allottee, shall execute a Conveyance Deed and convey the title of the Apartment together with proportionate indivisible share in the Common Areas within 3 months from the date of issuance of the completion certificate and the occupancy certificate (if any) as the case may be:

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/Sale Deed in his/her favor till payment of 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 the Indian Stamp Act, 1899, including any actions taken or deficiencies / penalties imposed by the Competent Authorities.

#### **11 MAINTAINANCE OF APARTMENT/ PROJECT:**

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

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

#### **12 DEFECT 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 this Agreement 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 possession to the allottee, whichever is earlier, it shall be the duty of the Promoter to rectify such defect without further charge, within 30 days, and in the event of Promoter failure to rectify such defect within such time, the aggrieved Allottees shall be entitled to receive appropriate compensation in the manner as provided under the Act.

**13 RIGHT OF ALLOTTEE TO USE COMMON AREAS AND FACILITIES SUBJECT TO PAYMENT OF TOTAL MAINTENANCE CHARGES:**

The Allottee hereby agrees to purchase the apartment on a specific understanding and his/her right to use the common areas shall be subject to timely payment of total maintenance charges as determined and thereafter billed by the maintenance agency appointed or the Association of the Allottee (or the maintenance agency appointed by it) and the performance by the Allottee of all his/her obligations in respect of the terms and conditions specified by the maintenance agency or the Association of the allottees from time to time.

**14 RIGHT TO ENTER THE APARTMENT FOR REPAIRS:**

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

**15 USAGE OF BASEMENT AND SERVICES AREAS:**

The basement(s) and service areas, if any, as located within the Project shall be earmarked for purposes such as parking spaces and services including but not limited to electric substation, transformer, DG set rooms, Underground water tanks, pump rooms, maintenance and service rooms, firefighting pumps and equipment(s) etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the services areas

and the basements in any manner whatsoever other than those earmarked as parking spaces and the said service areas shall be reserved for use by the Association of allottees formed by the allottees for rendering maintenance services.

## **16 GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT:**

- 16.1 Subject to para 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the Apartment at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the building, wherein the Apartment is located or the Apartment, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authorities or change or alter or make additions to the Apartment and keep the Apartment its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the building is not in any way damaged or jeopardized.
- 16.2 The Allottee further undertakes, assures and guarantees that he/she would not put any signboard/ nameplate, neon light, publicity material or advertisement material etc. on the face/façade of the building or anywhere on the exterior of the project, buildings therein or common areas. The allottees shall also not change the color scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the allottee shall not store any hazardous or combustible goods in the apartment or place any heavy material in the common passages or staircase of the building. The allottee shall also not remove any wall, including the outer load bearing wall of the apartment.
- 16.3 The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter by the association of allottees and/or maintenance agency appointed by the allottees. The Allottee shall be responsible for any loss or damage arising out of breach

of any of the aforesaid conditions.

**17 COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES:**

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

**18 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 and Rules.

**19 PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:**

After the Promoter execute the Agreement it shall not mortgage or create a charge on the Said apartment and if such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of Allottee who has taken or agreed to take such Said apartment.

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

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

**21 BINDING EFFECT**

Forwarding this agreement to the allottee by the Promoter, does not create a binding obligation on the part of the Promoter or the

Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 days from the date of receipt by the Allottee. Secondly, appears for registration of the same before the concerned sub registrar as and when intimated by the promoter. If the allottee(s) fails to execute and deliver to the promoter this agreement within 30 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 a 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.

## **22 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 Apartment as the case may be.

## **23 RIGHT TO AMEND**

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

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

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

purposes.

## **25 WAIVER NOT A LIMITATION TO ENFORCE:**

25.1 The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement waive the breach by the Allottee in not making payments as per the Payment Plan (Schedule D) 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.

25.2 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.

## **26 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.

## **27 IFMS**

(i) That the Allottee shall pay interest free maintenance security deposit @ ₹\_\_\_\_\_ per square feet of the saleable area shall be paid by the Allottee to the company before possession as and when any plant or machinery within the building or the complex including but not limited to generating sets, lifts, firefighting, arrangements, electric pumps, or any other plant

equipment of capital nature etc required replacement and upgradation the cost thereof shall be met out of the replacement/sinking fund.

In case the funds available in the set replacement are not be sufficient to meet the requirement of the occasion for any such replacement, the company or the Maintenance Agency shall have the sole authority to decide the necessity of such replacement, upgradation, addition etc including its timing or cost thereof and the Allottee agrees to abide by the same. A separate account of IFMS shall be kept and rendered displayed on notice board. The balance amount of sinking fund at the time of ending over a maintenance to the Allottee shall be refunded to the respective Allottee at that time.

- (ii) That so long as the maintenance and replacement charges are paid regularly as provided in the present, the Allottee anyone else lawfully claiming under him or her shall be entitled to the usage of common facilities. In default of such payment irrespective of the fact that the Allottee has paid securities, it shall not be open to the Allottee to claim usage of any rights of the common facilities and that the company in its sole discretion shall be entitled to stop /deny the usage of such common facilities to the Allottee. The usage of such common facilities shall be restored as soon as the beach is rectified by the Allottee.

## **28. ELECTRICITY POWER BACK-UP:**

1. That the Allottees that the company may obtain single point electric connection to the home complex from the state authorities and shall be legally entitled to supply power in the said complex and with the said apartment/shop is located. The allottee shall enter into a separate agreement for supply of electricity and the same shall be provided with the prepaid electric meter filled

up further agrees that this arrangement of being supplied the power to individual Allottee shall be provided by the company or its agent only through a separate energy distribution agreement directly or through the company's agent. It is further agreed by the Allottee that the company shall have sole right to select the site for installation, determine the capacity and type of power generating and supply equipment, after taking diversity factor into consideration, as may be deemed necessary by the company. It is also understood that the said equipment may be located anywhere in the complex. Till such time the necessary power connection is transferred to respective society/association of the apartment owner, the distribution of power/power backup/energy system shall continue to vest the company. For any reason whatsoever, if any malfunctioning of this installation is observed, the company shall be responsible to get the same set right within a reasonable time but shall not under any circumstances or in any manner be responsible for it or nor shall be liable for any similar criminal liability in this regard.

2. It is further agreed and confirmed by the Allottee that the company shall have the right to charge tariff for providing/supplying the power at the rate as may be fixed from time to time which may or may not be limited to the rate charge by state electricity boards. The Allottee agrees and confirms that he or she shall pay the amount based on the tariff to the company or its subsidiaries affiliates directly or through the society /Association of honors respectively for consuming the power so supplied but shall have no ownership right, title or interest in the equipment so installed by the company or it subsidiaries/affiliates. The Allottee confirms and understands that such power generating or supplying Equipment's may during its

operation cause inconvenience to the Allottee and the Allottee shall have no objection to the same. The Allottee shall be liable to pay consumption charges through a prepaid electric meter which shall always remain under the control of the company or its agency.

The Allottee shall not have the right to raise any dispute with regard to such arrangements either with regard to the installation of power generating Equipment's or payment of tariff at any time whatsoever and during the during that period the Allottee continues to be the owner of the said apartment. The clause shall survive conveyance of the apartment or any subsequent sale /or resale convincing thereof.

3. That the transformer DG sets electrical panels and any other installations shall be located within the complex. It shall be endeavor of the company that they are located in the best interest of the Allottee and as such the location of the same shall be final and binding.
4. That all the residuary right for all common facilities installations and infrastructures etc. shall vest either with the allottee or with company and no third party shall have any interest whatsoever in any of the residuary right.
5. That the Allottee agreed that all occupants of the complex including commercial areas or any areas other than residential shall be entitled to the usage and maintenance of all common infrastructures, facilities such as water supply, electric supply, power backup, sewerage, securities and housekeeping services, right of ingress and outguess, usage of parking facilities, usage of allotted independent areas and facilities etc. on payment of pro rate maintenance charges.

The residents shall not interfere in their usage so long as they are paying necessary maintenance /energy usage charges. In addition, for common electricity & water charges shall be paid by them on pro rata basis, as in the case of residential allottee. All terms of the maintenance agreement shall apply to all concerned in the complex mutatis mutandis

The Allottee hereby covenants with the company to pay from time to time and at all times the amounts which the allottee is liable to pay as agreed and to observe and perform all covenants and conditions of booking and sale and to keep the company and its agents and representatives, estate and effect, indemnified and harmless against all payments and observance and performance of the said covenants and conditions and also against any loss or damages that the company may suffer as result of non-payment, non-observance or non-performance of the said covenants and conditions by the Allottee.

## **29. Transfer Of Ownership**

Allotment of unit may be transferred on the request the applicant and charges thereto shall be subject to the discretion of the company which cannot be less than Rs.\_\_\_\_\_/ - per Sq. Ft.

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

Wherever in this Agreement it is stipulated that the Allottee has to make any payment in common with other Allottee/Allottee(s) in Project, the same shall be the proportion which the carpet area of the Apartment bears to the total carpet area of all the units in the Project.

**31. FURTHER ASSURANCES**

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

**32. 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 \_\_\_\_\_ after the agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution this Agreement shall be registered at the office of the Sub- Registrar at \_\_\_\_\_. Hence this Agreement shall be deemed to have been executed at \_\_\_\_\_.

**33. NOTICES**

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

\_\_\_\_\_ Name of Allottee  
\_\_\_\_\_(Allottee Address)

M/s Earthcon Constructions Pvt. Ltd.

Corporate office at:

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 Speed/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.

**34. JOINT ALLOTTEES.**

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

**35. SAVINGS:**

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

**36. GOVERNING LAW:**

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

**37. INDEMNITY:**

The Allottee undertakes to indemnify and keep the Promoter, and their officers / employees jointly and severally fully indemnified and hold harmless from and against any actions, suits, claims, proceedings, damages, liabilities, losses, expenses or costs ("Claims") faced, suffered, inflicted or incurred by the Promoter, other

occupants as consequence of breach of any of the representations, warranties covenants or provisions as mentioned herein. It is agreed that the Allottee shall be responsible for the failure to comply with the obligations herein or for the occurrence of any hazard within the Apartment due to the Allottee's wilful misconduct and / or negligence. In such an event, the Allottee shall keep and hold the Promoter fully indemnified for the quantum of loss, penalty caused or borne by the Promoter, claims or demands raised on the Promoter due to such wilful misconduct and / or negligence on the part of the Allottee.

**38. 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, construction 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.

**IN WITNESS WHEREOF PARTIES HEREINABOVE NAMED HAVE SET THEIR RESPECTIVE HANDS AND SIGNED THIS AGREEMENT AT \_\_\_\_\_ 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 Prefix your  
Latest self-Attested  
photograph

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

Name\_\_\_\_\_

Address\_\_\_\_\_

Please Prefix your  
Latest self-Attested  
photograph

**SIGNED AND DELIVERED BY THE WITHIN NAMED**

Promoter

(1)Signature (Authorized Signatory)

Name\_\_\_\_\_

Address\_\_\_\_\_

WITNESSES:

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

Name\_\_\_\_\_

Address\_\_\_\_\_

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

Name\_\_\_\_\_

Address\_\_\_\_\_

**SCHEDULE A**  
**APPROVED LAYOUT PLAN OF THE PROJECT**

**SCHEDULE B**  
**FLOOR PLAN OF THE APARTMENT**

**SCHEDULE C**  
**DETAILS OF THE APARTMENT**

Details of the Apartment	Apartment No.
Built Up area of the Apartment (in sq. mtr and sq. ft)	
Carpet Area of the Apartment <sup>1</sup>	
Exclusive Balcony / Verandah Area <sup>2</sup> (in sq. mtr and sq. ft) [if Applicable]	
Exclusive Open Terrace Area <sup>3</sup> /Lawn area(in sq. mtr and sq. ft) [if applicable]	
Source of Booking	Direct <input type="checkbox"/> Channel Partner <input type="checkbox"/> Sub Source:
Real Estate Agent name (if applicable) and RERA Registration no <sup>#</sup>	a) Name of Entity:- _____ _____ b) Seal c) RERA Registration Number _____
Date of offer of Possession <sup>##</sup>	
Initial token amount / Application Money	
Details of payment of Initial token	

amount	
Payments to be made in favor of	Bank Account Name:      Bank Name : Bank Account No. : IFSC code :
Interest for delayed payments	10% p.a

\*Area measurement is approximate and subject to variation.

<sup>1</sup>"Carpet Area" means the net usable floor area of Apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the Apartment.

<sup>2</sup>"Exclusive Balcony / Verandah Area" means the area of the balcony or verandah (including the area of the wall of the balcony/verandah area), as the case may be, which is appurtenant to the net usable floor area of Apartment, meant for the exclusive use of the Allottee/s.

<sup>3</sup>"Exclusive open terrace area" means the area of open terrace which is appurtenant to the net usable floor area of the Apartment, meant for the exclusive use of the Allottee/s.

# The Promoter shall not be liable to the Allottee/s for any incorrect details, information and representations provided by the Real Estate Agent /Broker/ Channel Partner.

## **SCHEDULE D**

### **TOTAL PRICE AND PAYMENT SCHEDULE**

<b><u>Particulars</u></b>	<b><u>Amount (in Rs.)</u></b>
<b>Basic sale price of the Apartment</b>	
<b>Applicable taxes / GST</b>	
<b>Total Price</b>	

#### **Maintenance related charges/security/Club /other charges/ to be paid before possession of the Apartment**

- Interest Free Maintenance Security (IFMS) @ Rs. \_\_\_\_/- per sq. ft./p.m. of Carpet Area of Apartment.
- 36 Months Advance Maintenance Charges (CAM) @ approx. Rs. /- per sq. ft. /p.m. of Carpet Area of Apartment.
- Please note that the above indicative maintenance charges has been derived on the basis of cost as on\_\_. However, the final Maintenance charges shall be intimated at the time of offer of Possession of the Apartment, calculated on the basis of the Minimum Wages and Wholesale Price Index (WPI) prevailing at that point of time. The above charges are excluding applicable taxes.
- Club Membership Fees of Rs. \_\_/- is payable towards membership of Club in the Project.
- In addition to above Holding Charges @ Rs. \_\_-/- psft per month of the Carpet Area of the Apartment (if applicable) and Safeguarding Charges @ Rs. \_\_\_\_/- psft per month of the Carpet Area of Apartment(if applicable)

#### **Payment Schedule**

- Construction Linked Payment Plan
- Down Payment Plan

<b><u>Payment Plan</u></b>			
<b><u>Construction Linked Payment Plan</u></b>		<b><u>Down Payment Plan</u></b>	

- **BSP: Basic Sale Price**

**NOTE:**

1. In the event the Allottee approaches a Bank/ Financial Institution for availing a loan, any delay by such Bank/ Financial Institution in making the payment as per the payment schedule shall attract interest @ 10% per annum from the date such amounts fall due till realization of payments by the Promoter.
2. The Allottee shall pay all charges and expenses including but not limited to professional costs of the Attorney-at-Law/Advocates of the Promoter, with respect to formation/smooth functioning of Association/ Association's membership fees/ Share Money (as the case may be), Legal Charges, Society formation and consultancy retainer fees etc. including, for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the assignment of Sale deed etc.
3. In addition to above, stamp duty, registration fee, administration expenses and professional costs of the attorney-at-Law/Advocates of the Company for the execution and registration of the Agreement for Sale and Sale Deed of the Apartment to Allottee/s and Sale Deed of the Common Areas to Association, shall be payable by the Allottee.
4. The Allottee shall pay interest/ penalty/ loss that may be incurred by the Promoter on account of the Allottee failure and/ or delay to pay such taxes, levies, cess, statutory charges etc.
5. The amounts mentioned as other charges and outgoings are

provisional and based on estimates. If there is any increase due to actual cost incurred or demands by statutory authorities and/ or otherwise, such shortfall shall be paid by the Allottee.

6. The Total Price of Apartment does not include (i) property tax, local body tax, or other taxes, which are leviable or become leviable under the provisions of the applicable laws or any amendments thereto pertaining or relating to the sale of Apartment (ii) cost of running, maintenance and operation of Common Area of Apartment and the common facilities; or (iii) for any rights over areas reserved/ restricted for any other Allottee/ right-holder at the Project; or (iv) for any rights over areas to be transferred by the Promoter to third parties as per applicable laws.

**SCHEDULE E**  
**SPECIFICATIONS**