

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE (“Agreement”) is executed on this ___ day of _____, 201___,

By and Between

Karyan Buildcon Private Limited, (CIN: U45309DL2020PTC361289, PAN No. AAICK0035E), a company incorporated under the provisions of the Companies Act, 1956 and existing under the Companies Act, 2013, having its registered office at 209, Second Floor, situated at Vardhman Tower, Commercial Complex Plot No. 16-17-18, Preet Vihar, Delhi – 110092, India represented by its authorized signatory _____ son/ daughter/ wife of _____ son of _____ (Aadhar No. _____) authorized vide board resolution dated _____, hereinafter referred to as the **“Promoter”** (which term or expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns) of the ONE PART;

AND

[In case of an Individual]

Mr./Ms./Mrs. _____ son of/ daughter of/ wife of Mr. _____ permanent resident of _____ and presently residing at _____ (PAN No. _____, Aadhar/ UID No. _____);

OR

[In case of more than Individual]

Mr./Ms./Mrs. _____ son of/ daughter of/ wife of Mr. _____ permanent resident of _____ and presently residing at _____ (PAN No. _____, Aadhar/ UID No. _____);

Mr./Ms./Mrs. _____ son of/ daughter of/ wife of Mr. _____ permanent resident of _____

_____ and _____ presently residing at _____
_____ (PAN No. _____, Aadhar/ UID No. _____);

Mr./Ms./Mrs. _____ son of/ daughter of/ wife of Mr. _____
_____ permanent resident of _____

_____ and _____ presently residing at _____
_____ (PAN No. _____, Aadhar/ UID No. _____);

AND/ OR

[In case of Sole Proprietorship]

Mr./Ms./Mrs. _____ son of/ daughter of/ wife of Mr. _____
_____ permanent resident of _____

_____ and _____ presently residing at _____
_____ carrying on the business and trading as a Proprietor Firm, having its office at _____

_____ acting through its Proprietor Mr./Ms./Mrs. _____ son/
daughter/ wife of Mr. _____ (PAN No. _____, Aadhar/ UID No. _____);

AND/OR

[In case of Partnership]

_____, a Partnership Firm duly registered under the Indian Partnership Act, 1932 with the office of the Registrar of Firm/ a Hindu Undivided Family/ a Limited Liability Partnership duly registered under the Limited Liability Partnership Act, 2008 vide Registration No. _____ (PAN No. _____), having its principal place of business/ head office at _____

_____ acting through its authorized Partner/ Karta/ Authorized Signatory, Mr./Ms./Mrs. _____ son/ daughter/ wife of Mr. _____ (Aadhar No. _____ / UID No. _____) (copy of the resolution/letter of authority signed by all the partners to be submitted along with the Agreement by the Allottee);

AND/OR

[In case of Company]

_____, a company incorporated under the Companies Act, 1956 and existing under the Companies Act, 2013 and existing under the Companies Act, 2013 (CIN # _____, PAN No. _____), having its registered office at _____, acting through its duly constituted and authorized signatory, Mr./Ms./Mrs. _____, son/ daughter/ wife of Mr. _____ (Aadhar No. _____ / UID No. _____) duly authorized vide Board Resolution dated __/__/20__, which is still valid, subsisting and has not been revoked;

AND/OR

[In case of Society]

M/s. _____, a society registered under the Societies Registration Act, 1860, (Registration No. _____, PAN No. _____), having its registered office at _____ acting through its duly constituted and authorized signatory, Mr./Ms./Mrs. _____, son/ daughter/ wife of Mr. _____ (Aadhar No. _____ / UID No. _____), duly authorized vide Board Resolution dated __/__/20__, which is still valid, subsisting and has not been revoked;

AND/OR

[In case of Trust]

_____, a Trust registered under the Indian Trusts Act, 1882, (Registration No. _____, PAN No. _____), having its registered office at _____, acting through its duly constituted and authorized Trustee, Mr./Ms./Mrs. _____, son/ daughter/ wife of Mr. _____ (Aadhar No. _____ / UID No. _____) duly authorized vide Resolution dated __/__/20__, which is still valid, subsisting and has not been revoked;

(hereinafter singly/jointly, as the case may be, referred to as the “**Allottee**”, which term or expression shall, unless it be repugnant to the subject, context or meaning thereof, mean and be deemed to mean and include in case of (i) individual/ proprietorship firm - the Allottee’s legal heirs, legal representatives, executors, administrators, successors and permitted assigns; (ii) partnership firm/ LLP/ HUF - all the partners of the Firm/ LLP/ Karta and each member of the HUF/ Firm/ LLP along with their respective legal heirs, legal representatives, administrators, executors, successors and permitted assigns; (iii) company/ society/ trust - its successor(s)-in-interest and permitted assign(s); as the case may be) of the **SECOND PART**.

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

DEFINITIONS:

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

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

WHEREAS:

A. **Karyan Buildcon Private Limited** (CIN: U45309DL2020PTC361289), jointly with M/s SKD Estates Private Limited (CIN: U45309UP2022PTC161016) (hereinafter collectively referred to as the “**Promoter**”), is the owner and holder of freehold land admeasuring 23,657.11 sq. meters situated at Village Mehrauli, NH-9 (Old NH-24), Pargana Dasna, Tehsil & District Ghaziabad, Uttar Pradesh (hereinafter referred to as the “**Land**”). The Land comprises Khasra Nos. 939, 940, 948, 949, 950, 954, 955 and 956, which has been acquired through thirty (30) registered sale deeds, and the title thereof presently vests with M/s Karyan Buildcon Private Limited. Further, the Promoter has been granted exclusive development, marketing and selling rights over an additional parcel of land admeasuring 14,277.11 sq. meters, bearing Khasra Nos. 949D, 949Miu, 954, 955 and 956, pursuant to a Development Rights Agreement dated 21.03.2024, registered vide Document No. 3804, Book No. 1,

Volume No. 21350, Pages 233 to 354 with the office of Sub-Registrar, Ghaziabad. The Promoter is developing on the said Land a Group Housing Residential Project under the name and style “TREVANA RESIDENCES” (hereinafter referred to as the “**Project**”), comprising multistoried residential buildings along with the common areas, facilities and amenities in a planned and phased manner. The residential units, including the Unit agreed to be sold to the Vendee, are comprised in Block _____, Floor _____, forming an integral part / constituent / segment of the Project.

- B. The Said Land is earmarked for the purpose of building a [commercial/residential/any other purpose] project, comprising multistoried apartment buildings and [insert any other components of the Project] and the said project shall be known as ' _____ ' ("Project");

Provided that where land is earmarked for any institutional development the same shall be used for those purposes only and no commercial/residential development shall be permitted unless it is a part of the plan approved by the competent authority

- C. The Promoter has obtained and shall be further obtaining (if required at the relevant time) the requisite permissions and approvals for development of the Project under the applicable laws, including the sanction of the layout plans and the building/compounding plans from the Ghaziabad Development Authority (“**GDA**”) under the Uttar Pradesh Urban Planning and Development Act, 1973, vide Approval No. _____ dated _____, together with registration of the Project under the Real Estate (Regulation and Development) Act, 2016 read with the Uttar Pradesh Real Estate (Regulation and Development) Rules, 2016, bearing UP-RERA Registration No. _____ (hereinafter collectively referred to as the “**Approvals**”). The Promoter is accordingly authorized to invite applications for allotment and to make allotments of the residential units comprised in the Project.
- D. The Promoter is entitled to market, sell, and otherwise deal with the residential units comprised in the Project and to invite and accept applications and make allotments of such units in accordance with the Approvals. The development and construction of the Project on the Land shall be undertaken by the Promoter, and shall remain subject to the terms and conditions set forth in this Agreement, together with the provisions of the applicable laws, rules and regulations.
- E. The Project, namely “**TREVANA RESIDENCES**”, is duly registered under the Real Estate (Regulation and Development) Act, 2016 read with the Uttar Pradesh Real Estate (Regulation and Development) Rules, 2016, with the Uttar Pradesh Real Estate Regulatory Authority (“**UP RERA**”) under Registration No. _____ dated _____.
- F. The Promoter has the right and is duly authorized and empowered to invite and receive applications for the sale of residential units in the Project, to negotiate and finalize the terms and conditions of such sale, to receive the Total Consideration (as hereinafter defined) and all

other charges, costs, fees and dues payable by the Applicant(s)/Allottee(s) under this Application and the Agreement to be executed in furtherance hereof, and to issue valid receipts and discharges in its own name. The Promoter is further authorized to make allotments of units, to execute the Agreement to Sell/Allotment Agreement, and to sign, execute, deliver and register all conveyance deeds and any additional, incidental or ancillary documents as may be required for effecting the sale, transfer and conveyance of units in the Project.

- G. The Allottee has understood all limitations, restrictions, requirements and obligations of the Promoter. The extent of the Said Land may be modified by way of addition or deletion of land parcels and by merging such parcels with the Said Land in future, to the extent as may be acquired, required or desired pursuant to or consequent upon any directions, approvals or permissions issued by the Ghaziabad Development Authority (“GDA”) and/or any other Government Authority(ies) / Competent Authority(ies), and/or as may be permissible under the Uttar Pradesh Urban Planning and Development Act, 1973, the Real Estate (Regulation and Development) Act, 2016, the Uttar Pradesh Real Estate (Regulation and Development) Rules, 2016, and other Applicable Laws.
- H. The Allottee had applied for a residential unit in the Project vide Application No. _____ dated _____, and on the terms and conditions set out in the Application Form, has been allotted Residential Unit bearing No. _____, having a carpet area of _____ sq. mtrs. (_____ sq. ft.) (“**Carpet Area**”), of type _____, situated on the _____ Floor in Block / Tower No. _____ (“**Block**”). The allotment includes the exclusive right to use _____ number of **car parking space(s)**, as permissible under Applicable Law, together with the pro rata undivided share in the Common Areas. The said residential unit (hereinafter referred to as the “**Unit**”) is more particularly described in **Schedule** ____, and the plan of the Unit is annexed hereto and marked as **Schedule** __.

G.G The allottee has been allocated slot no _____ in the open parking area free of cost to be ratified by resident Welfare Association.

- 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 Applicable Laws, applicable in the State and related to the said Group Housing Residential Project.
- K. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement 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 parking, if any, and as applicable as specified in Recital [•] above.

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

1. TERMS

1.1.1. Subject to the following terms and conditions along with the other stipulations and representations detailed in this Agreement, the Company/Developer agrees to sell to the Allottee(s) and the Allottee(s) hereby agrees to purchase, the Said Apartment/Unit as specified in Recital I above:

1.1.2. Both the parties confirm that they have read and understood the provisions of section-14 of the Act.

1.2. The Total price for the Apartment based on the carpet area is Rs.__(Rupees_____ only ('Total Price")):

Block/Tower No. _____ _____ Apartment No. _____ Type _____ Floor _____ Carpet Area _____	Rate of Apartment Rs _____ per square meter (Rs _____ Per sq. foot)
Total Price (in rupees)	

* Note: The Promoter shall Provide Common Areas, taxes and maintenance breakup of the

amounts such as cost of plot, proportionate cost of charges as per Para 11 etc., if/as applicable

[AND] [if/as applicable]	
Garage/Covered parking – 1	Price for 1
Garage/Covered parking – 2	Price fOr 2
Total price (in rupees)

*Note: The Promoter shall Provide 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.

[AND] [if/as applicable]

Garage/Covered parking - 1	Price for 1
Garage/Covered parking – 2	Price for 2
Total price (in rupees)

Explanation: -

- (i) The Total Price above includes the booking amount paid by the Allottee(s) to the Company/Developer towards the Said Apartment/Unit;
- (ii) The Total Price above includes Taxes (consisting of tax paid or payable by the Company/Developer by way of GST and other taxes which may be levied, in connection with the construction of the Project payable by the Company/Developer, by whatever name called) up to the date of handing over the possession of the Apartment/Unit to the Allottee and the Project to the RWA/AOA or the competent authority, as the case may be, after obtaining the completion certificate/occupancy certificate/deemed completion certificate/deemed occupancy certificate/temporary completion certificate or temporary occupancy certificate (as applicable): (GST subject to variation as per government norms)
- (iii) Provided that in case there is any change / modification in the taxes, the subsequent amount payable by the Allottee(s) to the Company/Developer shall be increased/reduced based on such change / modification:
- (iv) Provided further that if there is any increase in the taxes after the expiry of the scheduled date of the 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(s).

- (v) The Allottee(s) is fully satisfied with the cost of the Said Apartment/Unit and has agreed to pay all the payments /amounts as per the agreed / applicable payment plan. The Allottee(s) hereby also agrees and undertakes to pay all the amounts due along with applicable Taxes and payable to the Company/Developer in accordance with the Payment Plan opted on or before the respective due dates. It is being clarified that the Company/Developer will send reminders for making the payment as per Payment Plan and/or for the invoices or demands raised by the Company/Developer, it is clearly clarified that these above-mentioned reminders can be by way of any digital communication like E-Mails or WhatsApp messages or through post as well. As the timely payment is the essence of this Agreement, so any kind of delay in payment either on account of self- funding or due to delay in arrangement of loans from Bank/NBFC/Housing Finance Company/any other Financial Institution shall be the sole responsibility of the Allottee(s). Further the Allottee(s) shall be responsible to bear and pay the delayed payment interest on the respective instalment to the Company/Developer. The Allottee(s) shall make the payment as per the payment plan attached ("**Payment Plan**").
 - (vi) The Total Price of the Said Apartment/Unit includes recovery of price of land, construction of [not only the Said Apartment/Unit but also the Common Areas, internal development charges, external development charges, taxes, cost of providing electric infrastructure in Project, lift, water line and plumbing, finishing as per specifications, fire detection and firefighting equipment in the Common Areas, etc. all as per the specification attached and includes cost for providing all other facilities, amenities and specifications to be provided within the Said Apartment/Unit and the Project. Further, it does not include the maintenance charges, IFMS, water charges, common area electricity charges and any other charges.
- 1.3. The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay, due to increase on account of development 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
- 1.4. The Allottee(s) shall make the payment as per the payment plan set out in Schedule C ("**Payment Plan**").
- 1.5. The Allottee to any Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the by discounting such early payments @ % per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and

such rate of rebate shall not be subject revision/withdrawal, once granted to an Allottee by the Promoter. It is made clear by the Company/Developer and the Allottee(s) agrees that the Said Apartment/Unit along with open/covered parking shall be treated as a single indivisible unit for all purposes. Further, subject to the provisions of the Clause 1.1 (u) above, the Project's facilities and amenities, other than declared as independent area in the Deed of Declaration as per Section 12 of Uttar Pradesh Apartment (Promotion of Construction, Ownership and Maintenance) Act, 2010, shall be available only for use and enjoyment of the allottees of the Project.

- 1.6. 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' (which shall be in conformity with the advertisement, prospectus etc., on the basis of which sale is effected) in respect of the apartment, plot or 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 as per the provisions of the Act.
- 1.7. [Applicable in case of an apartment] The Promoter shall confirm to the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the completion certificate/occupancy certificate (as applicable) is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is reduction in the carpet area then the Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area, which is not more than three percent of the carpet area of the apartment, allotted to Allottee, the Promoter may demand that from the Allottee as per the next milestone of the Payment Plan as provided in Schedule C. All these monetary adjustments shall be made at the same rate per square meter/square foot as agreed in para 1.2 of this Agreement.
- 1.8. Subject [Apartment/Plot] to Para 9.3 the Promoter agrees and acknowledges, the Allottee shall have the right to the as mentioned below
 - (i) The Allottee shall have exclusive ownership of the [Apartment/Plot];
 - (ii) The Allottee shall also have undivided proportionate share in the Common Areas. Since the share/interest of Allottee in the 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 7IPage Page 8 of 18 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 price of the [Apartment/Plot] includes recovery of price of land, construction of [not only the Apartment but also] the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the apartment, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the Common Areas, maintenance charges (as per Para 11 etc.) and

includes cost for providing all other facilities, amenities and specifications to be provided within the [Apartment/Plot] and the Project;

- (iv) The Allottee has the right to visit the Project site to assess the extent of development of the Project and his apartment/plot, as the case may be.
- 1.9. It or only is made clear by the Promoter and the Allottee agrees that the [Apartment/Plot] along with garage/covered Project except facilities parking shall be treated as a single indivisible unit for all purposes. It is agreed that the is an independent, self-contained Project covering the said Land and is not a part of any other project zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that Project's and amenities other than declared as independent areas in deed of declaration shall be available 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 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 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 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.
- 1.11. The Allottee has paid a sum of Rs. (Rupees only) as booking amount being which [Apartment/Plot] within Provided interest part payment towards the Total Price of the [Apartment/Plot] at the time of application the receipt of the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the as prescribed in the Payment Plan [Schedule C] as may be demanded by the Promoter the time and in the manner specified therein: that if the Allottee delays in payment towards any amount which is payable, he shall be liable to pay at the rate prescribed in the Rules..

2 MODE OF PAYMENT

Subject to the terms of the this ATS and the Company/Developer abiding by the construction milestones, the Allottee(s) shall make all payments, on demand by the Company/Developer, within the stipulated time as mentioned in the Payment Plan through A/c Payee cheque/demand draft or online payment (RTGS or NEFT) (as applicable) in favour of **KPBL TREVANA RESIDENCES M.COL A/C** payable at (Delhi/Noida/Ghaziabad).

3 COMPLIANCE OF LAWS RELATING TO REMITTANCES

- a. The Allottee(s), if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act 1934 and rules and regulations made 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 Company/Developer with such permission, approvals which would enable the Company/Developer to fulfil its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the rules and regulations of the Reserve Bank of India or any other Applicable Law. The Allottee(s) understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

- b. The Allottee(s) declares, agrees and confirms that the monies paid/payable by him under this Agreement is not involved directly or indirectly to any proceeds of the scheduled offence and is/are not designed for the purpose of any contravention or evasion of the provisions of the Prevention of Money Laundering Act, 2002, rules, regulations, notifications, guidelines or directions of any other statutory authority passed from and/or amended from time to time (collectively Money Laundering Regulations). The Allottee(s) further declares and authorizes the Company/Developer to give its personal information to any statutory authority as may be required from time to time. The Allottee(s) further affirm that the information/details provided is/are true and correct in all respect and nothing has been withheld including any material facts within the knowledge of the Allottee(s). The Allottee(s) further agrees and confirms that in case the Company/Developer becomes aware and/or in case the Company/Developer is notified by the statutory authorities of any instance of violation of Money Laundering Regulations, then the Company/Developer shall, at its sole discretion, be entitled to cancel/terminate/reject this Agreement, pursuant to which, the Allottee(s) shall not have any right, title or interest in any project and/or the Said Apartment/Unit neither have any claim/demand against the Company/Developer, which the Allottee(s) hereby unequivocally agrees and confirms.
- c. The Company/Developer accepts no responsibility in regard to the matters specified in 3(a) and (b) above. The Allottee(s) shall keep the Company/Developer fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee(s) subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee(s) to intimate the Company/Developer by filing the requisite form and receiving proper acceptance receipt from the officer in-charge.
- d. The Allottee(s) are fully aware that Company/Developer has not authorized any person or Company/Developer to collect the payment on their behalf. All the payments against the allotment of the Said Apartment/Unit will be made only to the Company/Developer and its affiliated companies. The Company/Developer shall not be responsible for payments made to any other party other than the Company/Developer.

4 **ADJUSTMENT/APPROPRIATION OF PAYMENTS**

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

5 **TIME IS ESSENCE**

Time is of essence for the Company/Developer as well as for the Allottee(s). The Company/Developer shall abide by the time schedule for completing the Project and handing over the Said Apartment/Unit to the Allottee(s) as per the timeline mentioned Clause No. 7.1 and the Common Areas to the RWA/AOA as per local laws.

Similarly, the Allottee(s) shall make timely payments of the instalment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Company/Developer as provided in the Payment Plan [Schedule-E].

6 **CONSTRUCTION OF THE PROJECT/ SAID APARTMENT/UNIT**

The Allottee(s) has seen the proposed layout plan, specifications, amenities and facilities of the Said Apartment/Unit in the Project and accepted the floor plan, payment plan and the specifications, amenities and facilities annexed along with this Agreement, as represented by the Company/Developer. The Company/Developer shall develop the Project in accordance with the plans sanctioned by the GDA. Subject to the terms in this Agreement including but not limited the Clause 1.1, the Company/Developer undertakes to strictly abide by such plans approved by the concerned authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the GDA 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 Company/Developer shall constitute a material breach of this Agreement.

7 **POSSESSION OF THE SAID APARTMENT/UNIT**

7.1 **Schedule for possession of the Said Apartment/Unit**

The Company/Developer agrees and understands that timely delivery of possession of the Said Apartment/Unit is the essence of the Agreement. The Company/Developer, based on the approved plans and specifications, assures the date of possession shall be **on or before** -----/-----/----- . Time period of 6 months as fit out period shall be additional. The Said fit out period shall not be considered in period of delay in possession and Allottee(s) will not be entitled for delay possession penalty for this period. Unless there is delay or failure due to Force Majeure which includes war, flood, drought, fire, cyclone, earthquake, lockdown, pandemic or any delay due to any restrictions imposed by

National Green Tribunal (NGT) which affects construction activity and restrictions by any other statutory authority or any other calamity caused by nature affecting the regular development of the real estate project. The time period lost during the continuance of above events along with such additional period till the resumption of all activities to its normal state shall explicitly be excluded from the agreed possession date and is covered under Force Majeure. If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee(s) agrees that the Company/Developer shall be entitled to the extension of time for delivery of possession of the Said Apartment/Unit, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee(s) agrees and confirms that, in the event it becomes impossible for the Company/Developer to implement the Project due to Force Majeure conditions, then this allotment shall stand terminated and the Company/Developer shall refund to the Allottee(s) the entire amount received by the Company/Developer towards this Said Apartment/Unit within 120 days from that date after deduction of tax deposited and without any interest. The Company/Developer shall intimate the Allottee(s) about such termination, the Allottee(s) agrees that he/she shall not have any right, claim, etc. against the Company/Developer and that the Company/Developer 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 Company/Developer to maintain and complete and hand over all the common areas and facilities to the AOA/RWA once all the phases are completed 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..

Note: - Date of possession above mentioned is for the purpose of calculation of Delay Possession Penalty though Company/Developer can offer the possession any time on or before _____ on the basis of completion certificate/occupancy certificate/deemed completion certificate/deemed occupancy certificate/temporary completion certificate or temporary occupancy certificate (as applicable). On this basis, it is mandatory for the Allottee(s) to make the payment, obtain the NOC and take possession of the Said Apartment/Unit. In case there is any denial or delay in payment by the Allottee(s) the Company/Developer shall be entitled to cancel this Agreement as per the terms and conditions specified in this Agreement.

7.2 PROCEDURE FOR TAKING POSSESSION

The Company/Developer, upon obtaining the completion certificate/occupancy certificate/deemed completion certificate/deemed occupancy certificate/temporary completion certificate or temporary occupancy certificate (as applicable) from the Authority shall offer in writing the possession of the Said Apartment/Unit to the Allottee(s), in terms of this Agreement, to be taken within two months from the date of issue of completion certificate/occupancy certificate / deemed completion/deemed occupancy certificate (as applicable).

[Provided that in the absence of Applicable Law, the sale deed in favour of the Allottee(s) shall be carried out by the Company/Developer within 3 months from the date of issue of

completion certificate/occupancy certificate (as applicable)]. The Company/Developer agrees and undertakes to indemnify the Allottee(s) in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Company/Developer. The Allottee(s), after taking possession, agrees to pay the maintenance charges as per policy determined by the Company/Developer/RWA/AOA, as the case may be after the issuance of the completion certificate/occupancy certificate/deemed completion certificate/deemed occupancy certificate/temporary completion certificate or temporary occupancy certificate (as applicable) for the Project.

Note: The Allottee(s) after receiving Offer for Possession has to complete certain possession formalities which include but not limited to obtaining No Dues Certificate from the Company/Developer after providing his bank statements from which the payment for the allotted Said Apartment/Unit have been made so that Company/Developer can verify the payment and get account reconciliation done.

7.3 FAILURE OF ALLOTTEE TO TAKE POSSESSION OF SAID APARTMENT/UNIT

Upon receiving a written intimation from the Company/Developer as per Para 7.2, the Allottee(s) shall take possession of the Said Apartment/Unit from the Company/Developer by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Company/Developer shall give possession of the Said Apartment/Unit to the Allottee(s). In case the Allottee(s) fails to take possession within the time provided in para 7.2, the Allottee(s) shall be liable to pay to the Company/Developer **holding charges at the rate of Rs. 2/- per month per sq. ft. of Carpet Area** for the period beyond 3 months till actual date of possession in addition to maintenance charges as specified in Clause 1.1 (b)

7.4 POSSESSION BY THE ALLOTTEE

After obtaining the completion certificate/occupancy certificate/deemed completion certificate/deemed occupancy certificate/temporary completion certificate or temporary occupancy certificate (as applicable) and handing over physical possession of the Said Apartment/Unit to the Allottee(s), it shall be the responsibility of the Company/Developer to hand over the copy of necessary documents and plans, including Common Areas, to the RWA/AOA or the concerned authority at the time of handing over the Project to RWA/AOA or the concerned authority, as the case may be, as per the Applicable Law.

[Provided that, in the absence of any Applicable Law the Company/Developer shall handover the copy of necessary documents and plans, including Common Areas, to the RWA/AOA or the concerned authority, as the case may be, after the Said RWA/AOA is registered and takes the handover of the common areas of the Project by the signing all the required documents.]

7.5 CANCELLATION BY ALOTTEE

The Allottee(s) shall have the right to cancel/withdraw his allotment in the Project as provided in the A Provided that where the Allottee(s) proposes to cancel/withdraw from the Project without any fault of the Company/Developer, the Company/Developer herein is entitled to forfeit the earnest money paid for the allotment and taxes deposited the concerned department under the Applicable Laws. The Company/Developer shall return 50% (fifty percent) of the balance amount of money paid by the Allottee(s) within 45 (forty-five) days of such cancellation / withdrawal and the remaining 50% (fifty percent) of the balance amount on re-allotment of the Said Apartment/Unit or at the end of one year from the date of cancellation / withdrawal by the Allottee(s), whichever is earlier. The Company/Developer shall inform the previous allottee the date of re-allotment of the Said Apartment/Unit and also display this information on the official website of UP RERA on the date of re-allotment. That upon the cancellation of allotment as per this Agreement either by Company/Developer or Allottee(s), the Allottee(s) shall submit all the original documents i.e. this Agreement, payment receipts, letters/demand letters and any other documents related to Said Apartment/Unit along with bank account details for refund with the consent of each co-allottee. If the Allottee(s) fails to submit the above-mentioned documents, this delay shall not be considered on the part of Company/Developer and the Allottee(s) undertakes that he/she shall not be entitled to claim any interest or compensation for Said period from the Company/Developer.

7.6 COMPENSATION

The Company/Developer shall compensate the Allottee(s) in case of any loss caused to him due to defective title of the land, on which the Project is being developed or has been developed, in the manner as provided under the Act and the claim for interest 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 Company/Developer fails to complete or is unable to give possession of the [Said Apartment/Unit] (i) in accordance with the terms of this Agreement, duly completed by the date specified in Clause 7.1; or (ii) due to discontinuance of its business as a Company/Developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Company/Developer shall be liable, on demand to the Allottee(s), in case the Allottee(s) wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the [Said Apartment/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 if the Allottee(s) does not intend to withdraw from the Project, the Company/Developer shall pay the Allottee(s) interest at the rate prescribed in the Rules for every month of delay, till the handing over of the possession of the [Said Apartment/Unit], which shall be paid by the Company/Developer to the Allottee(s) within forty-five days of

it becoming due.

8. REPRESENTATIONS AND WARRANTIES OF THE COMPANY/DEVELOPER

The Company/Developer hereby represents and warrants to the Allottee(s) as follows:

- (i) The Company/Developer has absolute, clear and marketable title with respect to the said Project Land; the requisite rights to carry out development upon the said Project Land and absolute, actual, physical and legal possession of the said Project Land for the Project;
- (ii) The Company/Developer has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- (iii) The details of encumbrances (if any) are attached in Schedule- F.
- (iv) There are no litigations pending before any Court of law with respect to the said Project Land, Project and/or the Said Apartment/Unit.
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Project Land and Said Apartment/Unit are valid and subsisting and have been obtained by following due process of law. Further, the Company/Developer has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Project Land, Building and Said Apartment/Unit and common areas;
- (vi) The Company/Developer has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee(s) created herein, may prejudicially be affected;
- (vii) The Company/Developer has not entered into any agreement to sell and/or development agreement or any other agreement/arrangement with any person or party with respect to the said Project Land, including the Project and the said Apartment/Unit which will, in any manner, affect the rights of Allottee(s) under this Agreement;
- (viii) The Company/Developer confirms that the Company/Developer is not restricted in any manner whatsoever from selling the said Apartment/Unit to the Allottee(s) in the manner contemplated in this Agreement;
- (ix) At the time of execution of the sale deed the Company/Developer shall handover lawful, vacant, peaceful, physical possession of the Said Apartment/Unit to the Allottee(s) and the common areas to the Association of the Allottee(s) as per applicable law;

- (x) 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;
- (xi) The Company/Developer has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said Project to the concerned authorities till the completion certificate/occupancy certificate/deemed completion certificate/deemed occupancy certificate/temporary completion certificate or temporary occupancy certificate (as applicable), along with common area (equipped with all the specifications, amenities and facilities) has been handed over to the Allottee(s) and the RWA/AOA or the concerned 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, writ petition (including any notice for acquisition or requisition of the said Project Land) has been received by or served upon the Company/Developer in respect of the said Project Land and/or the Project.
- (xiii) The delayed interest as per Clause 7.6 shall become due only when the Allottee pays the final amount of the Total Consideration along with the requisite stamp duty for the registration of the Apartment/Unit in his name.

9. EVENTS OF DEFAULTS AND CONSEQUENCES

9.1 Subject to the Force Majeure clause, the Company/Developer shall be considered under a condition of Default, in the following events:

- (i) Company/Developer fails to provide ready to move in possession of the Said Apartment/Unit to the Allottee(s) within the time period specified. For the purpose of this clause, 'ready to move in possession' shall mean that the completion certificate/occupancy certificate/deemed completion/ deemed occupancy certificate/temporary completion certificate or temporary occupancy certificate (as applicable) has been issued by the concerned authority.
- (ii) Discontinuance of the Company/Developer's business as a Company/Developer on account of suspension or revocation of its registration under the provisions of the Act or the rules or regulations made thereunder.

9.2 In case of Default by Company/Developer under the conditions listed above, a non-defaulting Allottee(s) is entitled to the following:

- (i) Stop making further payments to Company/Developer as demanded by the Company/Developer. If the Allottee(s) stops making payments, the

Company/Developer shall correct the situation by completing the construction milestones and only thereafter the Allottee(s) be required to make the next payment without any interest; or

- (ii) The Allottee(s) shall have the option of terminating the Agreement in which case the Company/Developer shall be liable to refund the entire money paid by the Allottee(s) under any head whatsoever towards the purchase of the Said Apartment/Unit, 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 termination notice:

Provided that where an Allottee(s) does not intend to withdraw from the Project or terminate the Agreement, he/she shall be paid interest at the rate prescribed in the Rules, for every month of delay till the handing over of the possession of the Said Apartment/Unit, which shall be paid by the Company/Developer to the Allottee(s) within forty-five days of it becoming due.

9.3 The Allottee(s) shall be considered under a condition of Default, on the occurrence of the following events:

- (i) In case the Allottee(s) fails to make payments for 2 (two) consecutive demands made by the Company/Developer as per the Payment Plan annexed hereto, despite having been issued notice in that regard the Allottee(s) shall be liable to pay interest to the Company/Developer 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 Company/Developer must not be in default to take this benefit;
- (ii) In case of Default by Allottee(s) under the condition listed above continues for a period beyond 3 (three) consecutive months after notice from the Company/Developer in this regard, the Company/Developer may cancel the allotment of the Said Apartment/Unit in favour of the Allottee(s) and refund the money paid to it by the Allottee(s) by deducting the earnest money and GST/Taxes deposited with the government, value of any other benefits extended to the Allottee(s) by the Company/Developer and the interest liabilities and this Agreement shall thereupon stand terminated. The Company/Developer must not be in default to take this benefit.

Provided that the Company/Developer shall intimate the Allottee(s) about such termination at least thirty days prior to such termination.

10. CONVEYANCE/ SALE DEED OF THE SAID APARTMENT/UNIT

The Company/Developer, on receipt of Total Price of the Said Apartment/Unit as per Clause

1.2 under the Agreement from the Allottee(s), shall execute a sale deed and convey the title of the said Apartment/Unit together with proportionate indivisible share in the Common Areas within 3 months from the date of issuance of the completion certificate/occupancy certificate/deemed completion certificate/deemed occupancy certificate/temporary completion certificate or temporary occupancy certificate (as applicable) as the case may be, to the Allottee(s).

Provided that, in the absence of Applicable Law, the sale deed in favour of the Allottee(s) shall be carried out by the Company/Developer within 3 months from the date of issue of completion certificate/occupancy certificate (as applicable)]. However, in case the Allottee(s) fails to deposit the stamp duty and/or registration charges within the period mentioned in the notice, the Allottee(s) authorizes the Company/Developer to withhold registration of the conveyance deed in his/her favour till payment of stamp duty and registration charges to the Company/Developer is made by the Allottee(s). No possession shall be given without paying stamp duty.

11. MAINTENANCE OF THE SAID PROJECT/BUILDING/SAID APARTMENT/UNIT

The Company/Developer shall be responsible to provide and maintain essential services in the Project, either itself or through its maintenance agency, till the taking over of the Project by the RWA/AOA upon the issuance of the completion certificate/occupancy certificate/deemed completion certificate/deemed occupancy certificate/temporary completion certificate or temporary occupancy certificate (as applicable). However, if the RWA/AOA is not formed within 1 year of the completion certificate/occupancy certificate/deemed completion/deemed occupancy certificate/temporary completion certificate or temporary occupancy certificate (as applicable), the Company/Developer will be entitled to collect from the Allottee(s) amount equal to the amount of maintenance disclosed in Clause 1.1 (b) + 10% in lieu of price escalation every year for the purpose of the maintenance for next 1 year and so on.

The Interest Free Maintenance Security (IFMS) deposit is payable to the Company/Developer **totaling to Rs. _____/- (Rupees _____ Only)**. Out of this amount a certain portion of IFMS shall be transferred to the Original Vendor or its nominated agency. Further the IFMS amount can also be used by the Company for the replacement of any capital equipment or for any capital expenditure.

The balance amount of IFMS will be handed over to RWA/AOA at the time of handing over the maintenance and common area of the Project, as per the norms of definitive sub-lease deed/MOT signed with registered RWA/AOA, after the deduction of security deposit or any other deposit with any other statutory authority which was deposited earlier by the Company/Developer for electricity connection and any further work for the Project. Further

any outstanding charges due from the Allottee(s)/residents on account of electricity maintenance or any other charges shall also be deducted from the total IFMS amount to be transferred to the RWA/AOA.

12. DEFECT LIABILITY

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Company/Developer as per this Agreement relating to such development is brought to the notice of the Company/Developer within a period of 5 (five) years by the Allottee(s) from the date of handing over possession or the date of obligation of the Company/Developer to give possession to the Allottee(s), or date of issue of offer of possession, whichever is earlier it shall be the duty of the Company/Developer to rectify such defects without further charge, within 30 (thirty) days, and in the event of Company/Developer's failure to rectify such defects within such time, the aggrieved Allottee(s) shall be entitled to receive appropriate compensation in the manner as provided under the Act.

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

The Company/Developer/maintenance agency /RWA/AOA shall have rights of unrestricted access of all Common Areas, open/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 [Said Apartment/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.

14. USAGE

Use of Basement and Service Areas: The basement(s) and service areas, if any, as located within the Project, shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, firefighting pumps and equipment etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the Company/Developer/maintenance agency and the association of Allottees formed by the Allottees after handover, for rendering maintenance services.

15. GENERAL COMPLIANCE WITH RESPECT TO THE SAID APARTMENT/UNIT

15.1 Subject to Clause 12 above, the Allottee(s) shall, after taking possession, be solely responsible to maintain the Said Apartment/Unit at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the tower, building, or the [Said Apartment/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 authority or change or alter or make additions to the Said Apartment/Unit and keep the Said Apartment/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 Allottee(s) further undertakes, assures and guarantees that he/she would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face / facade of the building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottee(s) shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee(s) shall not store any hazardous or combustible goods in the Said Apartment/Unit or place any heavy material in the common passages or staircase of the building. The Allottee(s) shall also not remove any wall, including the outer and load bearing wall of the Said Apartment/Unit.

15.3 The Allottee(s) shall plan and distribute its electrical load in conformity with the electrical systems installed by the Company/Developer and thereafter the RWA/AOA and/or maintenance agency appointed by Association of Allottee(s). The Allottee(s) shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

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

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

17. ADDITIONAL CONSTRUCTIONS

The Company/Developer undertakes that it has no right to make addition 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/COMPANY/DEVELOPER SHALL NOT MORTGAGE OR CREATE A CHARGE

The Company/Developer shall not mortgage or create a charge on the Said Apartment/Unit and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee(s) who has taken or agreed to take such Said Apartment/Unit.

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

The Company/Developer has assured the Allottee(s) that the Project in its entirety is in accordance with the provisions of the U.P (Promotion of Construction, Ownership and Maintenance) Act, 2010. The Company/Developer showing compliance of as applicable in Uttar Pradesh.

20. BINDING EFFECT

Forwarding this Agreement to the Allottee(s) by the Company/Developer does not create a binding obligation on the part of the Allottee(s) until, firstly, the Allottee(s) signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee(s) and secondly appears for registration of the same before the concerned Sub-Registrar of GDA, Ghaziabad as per the authority as and when intimated by the Company/Developer. If the Allottee(s) fails to execute and deliver to the Company/Developer this Agreement within 30 (thirty) days from the date of its receipt by the Allottee(s) and/or appear before the Sub-Registrar for its registration as and when intimated by the Company/Developer, then the Company/Developer shall serve a notice to the Allottee(s) for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottee(s), application of the Allottee(s) shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the earnest money (after 10% deduction of total cost + GST/Taxes) shall be returned to the Allottee(s) without any interest or compensation whatsoever.

21. ENTIRE AGREEMENT

This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the Said Apartment/Unit , as the case may be.

22. RIGHT TO AMEND

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

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

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

24. WAIVER NOT A LIMITATION TO ENFORCE

24.1 The Company/Developer may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee(s) in not making payments as per the Payment Plan including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee(s) that exercise of discretion by the Company/Developer in the case of one Allottee(s) shall not be construed to be a precedent and/or binding on the Company/Developer to exercise such discretion in the case of other Allottee(s).

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

25. SEVERABILITY

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made there under or under other Applicable Laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to 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 common with other Allottee(s) in Project, the same shall be the proportion which the carpet area of the [Apartment/Plot/Unit] bears to the total carpet area of all the [Apartments/Plots/Units] in the Project.

27. FURTHER ASSURANCES

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions

specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

28. PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by the Company/Developer through its authorized signatory at the Company/Developer's Office, or at some other place, which may be mutually agreed between the Company/Developer and the Allottee(s), simultaneously with the execution the Said Agreement shall be registered at the office of the Sub-Registrar, Ghaziabad as per rules of GDA. Hence this Agreement shall be deemed to have been executed at Ghaziabad.

29. NOTICES

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

In case of Allottee(s)

(1) _____

Address : _____ **Email-Id** :-

Contact No:- _____

In case of Company/Developer

KARYAN BUILDCON PRIVATE LIMITED.

Regd: Address at: Office no.209, Second floor, situated at Vardhman Tower, commercial complex plot no. 16-17-18, Preet Vihar, Delhi-110092 **Email ID :-** _____ **@kayan.in**

It shall be the duty of the Allottee(s) to intimate the Company/Developer by filing the requisite form and receiving proper acceptance receipt from the officer in-charge of any change in mailing communication address/email address or WhatsApp numbers 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/email or sent on WhatsApp numbers shall be deemed to have been received by the Company/Developer or the Allottee(s), as the case may be. Information send on email or WhatsApp Numbers shall always be treated as received.

30. JOINT ALLOTTEES

That in case there are joint Allottees all communications shall be sent by the Company/Developer to the Allottee whose name appears first and at the address or WhatsApp Number or E-mail ID given by him/her which shall for all intents and purposes to consider as properly served on all the Allottees.

31. SAVINGS:

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

32. GOVERNING LAW

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force.

33. DISPUTE RESOLUTION

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

IN WITNESS WHEREOF the Parties hereinabove named have set their respective hands and signed this Agreement to Sell 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) Mr.

(2) At _____ on _____ in the

presence of:

**SIGNED AND DELIVERED BY THE WITHIN NAMED
COMPANY/DEVELOPER (Through the
Authorized Signatory):**

(Authorized Signatory)

WITNESSES:

1. Signature _____ Name _____ Address _____

WITNESSES:

2. Signature _____ Name _____ Address _____

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

SCHEDULE 'A' – DESCRIPTION OF THE APARTMENT

SCHEDULE 'B' – FLOOR PLAN FOR THE APARTMENT.

SCHEDULE 'C' – PAYMENT PLAN.

SCHEDULE 'D' - SPECIFICATION AMENITIES, FACILITIES. (WHICH ARE THE PART OF APARTMENT)

SCHEDULE 'E' - SPECIFICATION AMENITIES, FACILITIES. (WHICH ARE THE PART OF THE PROJECT)

(The schedule to this Agreement for sale shall be as agreed to between the parties.)