

AGREEMENT FOR SALE

This agreement for sale (“Agreement”) is executed at Lucknow on this day of _____, 2019 (“Agreement”)

AMONGST

PROTOSTAR INFRAESTATES PRIVATE LIMITED (earlier known as Sapphire Infraestates Private Limited) (CIN No.U45400UP2012PTC048952), a company incorporated under the provisions of the Companies Act, 1956 , having its registered office at LGF 3/460 Vishwas Khand, Gomti Nagar, Lucknow (hereinafter referred as “PSIE”) (PAN –AARCS0590D), represented by its authorized signatories Mr. _____ (Aadhar No. _____) & _____ (Aadhar No. _____) authorized vide board resolution dated _____ being party of the FIRST PART;

AND

[If the Allottee is a company]

_____, (CIN No. _____) a company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], having its registered office _____ at _____, (PAN _____), represented by its signatory, _____, authorized (Aadhar No. _____) duly authorized vide board resolution dated _____, hereinafter referred to as the “Allottee” (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 SECOND PART;

[OR]

[If the Allottee is a Partnership]

_____, a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at _____, (PAN _____), represented by its authorized partner, _____, (Aadhar No. _____) authorized vide _____, hereinafter referred to as the “ Allottee” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the said firm, the survivor or survivors of them and their heirs, executors and administrators of the last surviving partner and his/her/their assigns) being party of the SECOND PART;

[OR]

[If the Allottee is a LLP]

_____ (LLP), a limited liability partnership incorporated under the provisions of the Limited Liability Partnership Act, 2008 having registration no. _____ and having its registered office at _____, (PAN _____), represented by its authorized partner, _____, (Aadhar No. _____) authorized vide _____, hereinafter referred to as the “Allottee” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of

the said firm, the survivor or survivors of them and their heirs, executors and administrators of the last surviving partner and his/her/their assigns) being party of the SECOND PART;

[OR]

[If the Allottee is an Individual]

Mr. / Ms. _____, (Aadhar no. _____) son / daughter of _____, aged about _____, residing at _____, (PAN _____), hereinafter called the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assigns) being party of the SECOND PART;

[OR]

[If the Allottee is a HUF]

Mr. _____, (Aadhar No. _____) son of _____ aged about _____ for self and as the Karta of the Hindu Joint Mitakshara Family known as _____ HUF, having its place of business / residence at _____, (PAN _____), hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and the members or member for the time being of the said HUF, and their respective heirs, executors, administrators and permitted assigns). being party of the SECOND PART;

[Please insert details of other allottee(s), in case of more than one allottee]

All parties to this Agreement i.e. Promoter, Confirming Parties and the Allottee are hereinafter collectively referred to as the "Parties" and sometimes individually referred to as "Party".

DEFINITIONS:

In this Agreement, unless repugnant or contrary to the context, and in addition to terms otherwise defined herein, following terms shall have meanings assigned herein below -

- (a) "Act" means the Real Estate (Regulation and Development) Act, 2016 and subsequent amendments thereto;
- (b) "Adjudicating Officer" shall have the same meaning ascribed to it under the Act;
- (c) "Apartment Ownership Act" shall mean the Uttar Pradesh Apartment (Promotion of extent and Construction, Ownership, and Maintenance) Act, 2010
- (d) "Applicable Laws" shall mean and include any applicable Central, State or local laws, statutes, ordinances, rules, regulations, codes, bye-laws etc. including amendments/ modification thereto, any government notifications, circulars, office orders, directives, guidelines, policies etc. or any government order or direction, judgment, decree or order of a judicial or a quasi-judicial authority whether in effect on the date of this Agreement or thereafter;

- (e) “Applicable Taxes” shall mean all the taxes, cess, revenue, by whatever name called, payable by the Promoters;
- (f) “Association of Allottees” shall mean the condominium / association of the allottees in the Real Estate Project as the case may be, which shall be formed by the Promoters under the Applicable Laws;
- (g) “Authority” shall mean the authority constituted under the Real Estate (Regulation & Development) Act, 2016;
- (h) “Booking Amount” shall mean 10% (Ten Percent) of the Total Price of the Apartment;
- (i) “Carpet Area” shall have the same meaning as ascribed to it under the Act;
- (j) “Common Areas” shall mean:
 - (i) the entire land for the Complex;
 - (ii) the stair cases, lifts, staircase and lift lobbies, fire escapes, and common entrances and exits of buildings;
 - (iii) the common basements, terraces, parks, play areas, open parking areas and common storage spaces;
 - (iv) the premises for the lodging of persons employed for the management of the property including accommodation for watch and ward staffs or for the lodging of community service personnel;
 - (v) installations of central services such as electricity, gas, water and sanitation, air-conditioning and incinerating, system for water conservation and renewable energy;
 - (vi) the water tanks, sumps, motors, fans, compressors, ducts and all apparatus connected with installations for common use;
 - (vii) all community and commercial facilities to be provided in the Real Estate Project under the declaration to be filed under the Apartment Ownership Act;
 - (viii) all other portion of the Real Estate Project / Complex necessary or convenient for its maintenance, safety, etc., and in common use, which shall be provided by the Promoters in the declaration to be filed under the Apartment Ownership Act (including the common areas / services / facilities as mentioned in Schedule VIII and Schedule IX hereto).

INTERPRETATION:

In this Agreement, unless the context requires otherwise, the following rules of interpretation shall apply -

- (a) References to any statute or statutory provision or order or regulation made there under shall include that statute, provision, order or regulation as amended, modified, re-enacted or replaced from time to time whether before or after the date hereof;
- (b) References to person(s) shall include body corporate(s), unincorporated association(s), partnership(s) and any organization or entity having legal capacity;
- (c) References to Recitals, Schedules or Annexures are, unless the context otherwise requires, references to recitals, schedules and annexure of this Agreement;
- (d) To the extent to which any provision of this Agreement conflict with its Schedule or any provision of the Application for Allotment or the Allotment Letter, the provision of this Agreement will prevail.
- (e) “Competent Authority” shall mean any Central or State judicial, quasi-judicial or government authority, body, department, agency or instrumentality (whether statutory or otherwise) having authority or jurisdiction over the Complex Lands and/or the Complex;
- (f) “LDA” shall mean Lucknow Development Authority;
- (g) “Force Majeure Event” shall have the same meaning as ascribed to the term “force majeure event” under the Act;
- (h) “Government” means the Government of Uttar Pradesh;
- (i) “Maintenance Agency” shall mean either the Promoters themselves or the Association of Allottees or any third party employed / hired by the Promoters / Association of Allottees carrying out the maintenance services in the Real Estate Project;
- (j) “Rules” means the Uttar Pradesh Real Estate (Regulation and Development) Rules 2016;
- (k) “Section” means a section of the Act.
- (l) Total Price” shall have the same meaning ascribed to it under Clause 1.2;
- (k) Any reference to a document includes the document as modified from time to time and any document replacing or superseding it.
- (l) Unless the context otherwise requires, reference to one gender includes a reference to the other, and words importing the singular include the plural and vice versa.
- (m) Reference to the expression ‘he’, ‘his’, ‘him’, ‘himself’ etc. used in this Agreement shall be construed as ‘she’, ‘her’, ‘herself’ etc. whenever the reference is to female Allottee. These expressions shall be deemed to be modified and read accordingly whenever the Allottee is a body corporate or a partnership firm. The use of singular

expressions shall also include plural expressions and masculine includes the feminine gender wherever the context of this Agreement so demands.

- (n) Reference to the term “herein”, “hereto”, “hereunder”, “hereof”, “hereinafter”, “hereinbefore” etc. used in this Agreement shall mean reference to this entire Agreement and not to the particular Article, Recital or provision in which the said term has been used, unless the context otherwise requires.
- (o) References to the words “include” or “including” shall be construed as being suffixed by the term “without limitation”.
- (p) Any reference to the word ‘year’ or ‘annum’ means 12 (twelve) months;
- (q) The words ‘in writing’ or ‘written’ include any communication sent by registered letter and/or, facsimile transmission.
- (r) The currency amounts are stated in Indian Rupees (INR) unless otherwise specified.
- (s) The captions / headings in this Agreement are for easy reading and convenience and are of indicative nature only and in no way define, limit or describe the scope of this Agreement to the intent of any provision hereof. The true interpretation of any matters / articles in this Agreement shall be done by reading the various articles in this Agreement as a whole and not in isolation or in parts or in terms of captions provided.

WHEREAS:

- A. The PSIE are the absolute owners of a parcel of land ad- measuring 2076.243 Sq. Meters, and more particularly described in the Part A of Schedule I (hereinafter referred to as the “Lands”). Confirming Parties have acquired the ownership of the Lands by and under the sale deeds mentioned in Schedule III hereto, duly registered with the Sub-Registrar, Lucknow.
- B. Amongst others, the following permissions, sanctions, in-principle approvals for development of Land, have been obtained:
 - 1. Approval of the building plans of the group housing colony on the Complex Lands i.e. by LDA.
- C. The Allottee has applied for the allotment of an apartment and the car parking space(s) from PSIE in the Real Estate Project vide application dated (“Application”).
- D. PSIE has, vide an Allotment Letter dated..... (“Allotment Letter”) and on the terms and conditions mentioned therein, allotted to the Allottee the residential apartment bearing No. on the floor having Carpet Area ofsquare meter equivalent to.....square feet in the tower / building (“Building”) and having exclusive balconies having an

aggregate Carpet Area ofsquare meter equivalent to.....square feet; along with covered car parking space no.. forcars (“Car Park Space”) each (aggregate area of square feet) in the as permissible under the Applicable Laws and an undivided proportionate interest in the Common Areas in the Real Estate Project (hereinafter referred to as the “Apartment”), more particularly described in Schedule IV. The floor plan of the Apartment is annexed hereto and marked as Schedule V.

- E. The Allottee has, prior to the date hereof, examined the copy of the RERA Certificate and has caused the RERA Certificate to be examined in detail by his/her/its advocates and planning and architectural consultants. The Allottee has agreed and consented to the development of the Real Estate Project on the Land. The Allottee has also examined all documents and information uploaded by the Promoter on the website of the Authority as required by Act and the Rules and has understood the documents and information in all respects.
- F. The Allottee represents and confirms that it has inspected all the documents pertaining to the Complex and the Complex Lands including but not limited to all the title documents and has fully satisfied itself in all respects, with regard to the right, title and interest of the Promoters in the Real Estate Project and its right to convey the Apartment to the Allottee.
- G. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein.
- H. The Parties hereby confirm that they are signing this Agreement with full knowledge of the Applicable Laws.
- I. 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.
- J. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoters hereby agrees to sell and the Allottee hereby agrees to purchase the Apartment and the covered parking (if applicable) as specified in this agreement.

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 Subject to the terms and conditions as detailed in this Agreement, the Promoter agree to sell to the Allottee and the Allottee hereby agrees to purchase, the Apartment as specified in herein above and more particularly described in Schedule IV of this Agreement.
- 1.2 The Total Price for the Apartment based on the Carpet Area is Rs. _____/- (Rupees

_____ only) (“Total Price”). The breakup and description of the Total Price is as follows:

Block/ Building/ Tower no. ____ Apartment No. _____ Type _____ Floor _____	Rate of Apartment per square feet
Total price (in rupees)	_____

S. No.	Charges	Amount
1.	Basic sale price at the rate of Rs.____/- persquare meter equivalent to.....square feet of the Carpet Area	
2.	Preferential location charges at the rate of Rs. _____square meter equivalent to.....square feet Carpet Area	
3.	Exclusive use of balcony(ies)/ open terrace(s) at the rate of Rs. _ persquare meter equivalent to.....square feet of the Carpet Area	
4.	Proportionate cost of share in Common Areas at the rate of Rs. _ persquare meter equivalent to.....square feet. of the Carpet Area	

5.	Development Charges: a. External development charges at the rate of Rs. persquare meter equivalent to.....square feet b. Internal development charges at the rate of Rs. persquare meter equivalent to.....square feet Infrastructure augmentation charges at the rate of Rs.____ persquare meter equivalent to.....square feet	
6.	Applicable Taxes: a. GST b. Labour cess	
7.	Maintenance charges (for the 12 months from offer of possession) at the rate of Rs.____ persquare meter equivalent to.....square meter equivalent to.....square feet. per annum, for maintenance of essential services, including annual maintenance contracts for equipment and systems, proportionate charges towards procuring insurance for the Project.	
Total Price		

The Allottee acknowledges that in addition to the payment of the aforementioned amounts, it shall also be liable to:

(i) make payments towards all other third party charges including the stamp duty and statutory registration charges at the time of offer of possession of the Apartment, to enable the conveyance of the Apartment in favour of the Allottee; and

(ii) pay to the Promoters an interest bearing maintenance security, at the time of offer of possession of the Apartment.

[AND] [if / as applicable]

Car Parking Space – 1	Allotment price for 1
Car Parking Space – 2	Allotment price for 2
Total price (in rupees)	_____

Explanation:

(i) The Total Price above includes the Booking Amount paid by the Allottee to the Promoter towards the Apartment;

(ii) The Total Price above includes taxes (consisting of tax paid or payable by the Promoter by way of GST and Cess or any other similar taxes which may be

levied, in connection with the construction of the Real Estate Project and 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 Allottees 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;

- (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 the Apartment includes recovery of price of land, construction of the Apartment and the Common Areas, preferential location charges, charges for exclusive use of balcony(ies)/ open terrace(s), internal development charges, external development charges, 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 for the first 12 months as mentioned above and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment and the Real Estate Project.
- (v) The Allottee is aware that as per the amended Income Tax Act, 1961, any payment made on or after 01.06.2013 for acquisition of any immovable property other than agricultural land is subject to Tax Deduction at Source (“TDS”) at the rate of 1% where the aggregate consideration is equal to or more than Rs. 50,00,000/-. As may be applicable, the Allottee has to deduct the 1% TDS as would be informed by the Promoters at the time of actual payment or credit of such sum to the account of PSIE, and within 30 days of such deduction the Allottee shall submit the original TDS certificate to PSIE which shall be a condition precedent to the handover of possession and execution of the Conveyance Deed in favour of the Allottee. The Allottee agrees and undertakes that if the Allottee fails and / or neglects to deduct the TDS or fails to deposit the same with the authorities after such deduction, the Allottee alone shall be deemed to be an assessee in default in respect of such tax and the Promoters shall not be liable for any statutory obligations / liability or non-deposit of such TDS. In case the credit of TDS deducted by the Allottee is not reflected in Form No. 26AS of the Income Tax Act, 1961 and the rules thereunder, and if the original TDS certificate is not submitted by the Allottee to the Promoters then the amount of TDS shall be considered as receivable from the Allottee and handover of the possession of the Apartment shall be subject to adjustment/recovery of such amount.

- 1.3 The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay, due to increase on account of development charges payable to the

Competent Authorities and/or any other increase in charges which may be levied or imposed by the Competent Authorities from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/ charges imposed by the competent authorities, the Promoters 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.

- 1.4 The Allottee shall make the payment as per the payment plan set out in Schedule VI (“Payment Plan”).
- 1.5 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 pre-poned. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/ withdrawal, once granted to the Allottee by the Promoters. The interest on such pre-paid instalment(s) shall be calculated from the date of pre-payment up till the date when such amount would actually have become due. The credit due to the Allottee on account of such pre-payment rebate shall however be adjusted/ paid only at the time of final instalment for the Apartment.
- 1.6 The Allottee may obtain finance/ loan from any financial institution, bank or any other source, but the Allottee’s obligation to purchase the said Apartment pursuant to this Agreement shall not be contingent on the Allottee’s ability or competency to obtain such finance. The Allottee would remain bound under this Agreement whether or not it has been able to obtain finance for the purchase of the said Apartment. The Allottee agrees and has fully understood that the Promoter shall not be under any obligation whatsoever to make any arrangement for the finance/ loan facilities to the Allottee from any bank/ financial institution. The Allottee shall not omit, ignore, delay, withhold, or fail to make timely payments due to the Promoters in accordance with the Payment Plan on the grounds of the non-availability of bank loan or finance from any bank/ financial institution for any reason whatsoever and if the Allottee fails to make the due payment to the Promoter within the time agreed herein, then the Promoter shall have the right to terminate this Agreement in accordance herewith.
- 1.7 Furthermore, in every case where the Allottee has obtained a loan/ finance from a bank, financial institution or any other source and for which a tripartite agreement has also been executed by the Promoter, it is agreed by the Allottee that any default by the Allottee of the terms and conditions of such loan/ finance, shall also be deemed to constitute a default by the Allottee of this Agreement, whereupon or at the written request of such bank, financial institution or person from whom such loan has been obtained, the Promoter shall be entitled to terminate this Agreement.
- 1.8 Save and except in the case of any bank, financial institution or company with whom a tripartite agreement has been separately executed for financing the Apartment, or where the Promoter has given its permission to mortgage the Apartment to any bank, financial institution or company for extending a loan to the Allottee against the Apartment, the Promoter shall not be responsible towards any other third party, who has made payments or remittances to the Promoter on behalf of the Allottee and any such third party shall not have any right against the said Apartment or under this Agreement whatsoever. The Promoter shall issue the payment receipts only in favour of the Allottee. Notwithstanding the above, the Allottee is and shall remain solely and absolutely responsible for ensuring and making all the payments due under this

Agreement on time.

- 1.9 It is agreed that the Promoters shall not make any additions and alterations in the sanctioned plans, layout plans and specifications & amenities which are part of the Apartment (as mentioned in Schedule VII hereto, and which are in conformity with the advertisement, prospectus etc. on the basis of which sale is effected) in respect of the Apartment 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.
- 1.10 The Promoters shall confirm the final Carpet Area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate is granted by the Competent Authority, by furnishing details of the changes, if any, in the Carpet Area of the Apartment. The Total Price payable for the Carpet Area shall be recalculated upon confirmation by the Promoter.

Any such variation within +/- 5% of the Carpet Area shall be acceptable to the Allottee and the Allottee shall, as the case may be, either pay or be entitled to refund of the excess money paid in the manner provided below -

- (i) If the Carpet Area of the Apartment increases in terms hereof, the Allottee shall be liable to pay the differential money proportionate to the increase in the Carpet Area, without any interest thereon; and
- (ii) If the Carpet Area of the Apartment decreases in terms hereof, then Allottee shall be entitled to a refund/adjust of the excess amount paid (proportionate to the said decrease in the Carpet Area) along with annual interest (as prescribed in the Rules) calculated thereupon. In the event of increase in Carpet Area in terms mentioned in point (ii) above, the Promoters shall be liable to refund / adjust the excess amount along with annual interest computed from the date when such excess amount was paid by the Allottee, within 45 days.

However, in the event the increase / decrease of the Carpet Area of the Apartment is beyond +/- 5% and the Allottee refuses to accept the Apartment with such revised Carpet Area or refuses to accept any alternate apartment in the Real Estate Project as may be offered to the Allottee by the Promoters; then the Allottee shall have the right to cancel / terminate this Agreement and on such cancellation / termination the Allottee shall be left with no lien, right, title, interest or claim of whatsoever nature in the Apartment. In such circumstances, Promoters shall refund to the Allottee the amounts paid till that time by the Allottee along with annual interest as prescribed in the Rules computed from the date of the payments / installments made by the Allottee till the date of refund to the Allottee.

- 1.11 Subject to Clause 9.3, the Promoter agrees and acknowledges, 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 the Common Areas. Since the share/ interest of the 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 hindrance to them. It is clarified that the Promoter shall hand over the Common Areas to the Association of Allottees after duly obtaining the occupation / completion certificate from the Competent Authority as provided in the Act;

- (iii) That the computation of the price of the Apartment includes recovery of price of land, construction of not only the Apartment but also the Common Areas, preferential location charges, charges for exclusive use of balcony(ies)/ open terrace(s)/ garden(s), internal development charges, external development charges, infrastructure augmentation 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 for the first 12 months as mentioned above and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment and the Real Estate Project;
- (iv) The Allottee has the right to visit the Real Estate Project site to assess the extent of development of the Real Estate Project and its Apartment, as the case may be.

The Allottee has understood and acknowledged that as per the Applicable Laws some services and facilities may have to be made available at a single point for utilization from thereon for both Complex Lands(or on the lands resulting from the exchange / merger with the Other Lands), which would be on sharing basis and meant to be used jointly by allottees / owners of apartments on both Complex Lands (or on the lands resulting from the exchange / merger with the Other Lands), eg: electricity connection, water and sewerage connection, etc. (“Shared Services and Facilities”). The Shared Services and Facilities may be provided / developed on Real Estate Project Lands or the Other Lands (or on the lands resulting from the exchange / merger with the Other Lands), and notwithstanding their location, all such Shared Services and Facilities would be available for use of allottees / owners of apartments on Complex Lands and the Other Lands (or on the lands resulting from the exchange / merger with the Other Lands). The Allottee shall use such Shared Services and Facilities strictly in accordance with the terms and conditions of the conveyance deed, declaration to be filed under the Apartment Ownership Act, bye laws of the Association of Allottees and the Applicable Laws.

- 1.12 It is made clear by the Promoter and the Allottee agrees that the Apartment along with covered parking shall be treated as a single indivisible Apartment for all purposes. It is agreed that the Complex is an independent, self-contained project covering the Complex Lands 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 common areas / services / facilities of the Complex (as mentioned in Schedule IX hereto) shall be available for use and enjoyment of all allottees of the Complex.
- 1.13 The Promoters agrees to pay all outgoings before transferring the physical possession of the apartments 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 Real Estate Project). If the Promoters fail 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 apartments to the allottees, the Promoters agree 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.

- 1.14 The Allottee has paid a sum of Rs. ____/- (Rupees _____ only) as advance consideration / token money (“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 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, it shall be liable to pay interest at the rate prescribed in the Rules.

2 MODE OF PAYMENT:

Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the Payment Plan through A/c Payee cheque/ demand draft/ bankers cheque or online payment (as applicable) in favour of

_____ or an interbank electronic transfer to the _____ current account no. _____ at _____ BANK [ADDRESS]. All

payments shall be subject to their actual realization in the above mentioned account. The date of credit in the above account shall be deemed to be the date of payment, and exchange rates given by the bank on the date of said credit shall be applicable for payments made in foreign currency. Any and all bank charges shall be payable by the Allottee.

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 thereunder or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/ sale/ transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter 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 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 its part to comply with the applicable guidelines issued by the Reserve Bank of India, it 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 Clause 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, 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. Save as otherwise provided in this Agreement, the Promoter shall not be responsible towards any third party making payment/ remittances on behalf of the Allottee and such third party shall not have any right in the application/ allotment of the Apartment applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

4 ADJUSTMENT/ APPROPRIATION OF PAYMENTS:

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

5 TIME IS ESSENCE

- 5.2 Promoter shall abide by the time schedule for completing the Real Estate Project as disclosed at the time of registration of the Real Estate Project with the Authority or any extended time schedule as granted by the Authority to the Promoter and time schedule towards handing over the Apartment to the Allottee and the Common Areas to the Association of Allottees or the Competent Authorities, as the case may be.

5.3 Notwithstanding anything contained in this Agreement, timely performance by the Allottee of all its obligations under this Agreement, including without limitation, the obligations to make timely payments of all the dues (including the Total Price) as well as other dues, deposits and amounts, including payment of any interest, in accordance with this Agreement and the Act and the Rules shall also be the essence of this Agreement.

6 CONSTRUCTION OF THE REAL ESTATE PROJECT/ APARTMENT:

- 6.1 The Allottee has seen and accepted the proposed layout plan, floor plan and common areas / services / facilities [as mentioned in Schedule V, Schedule VIII and Schedule IX hereto] and which has been approved by the Competent Authority, as represented by the Promoters. The Allottee has also agreed to the Payment Plan and the specifications & amenities which are part of the Apartment [as mentioned in Schedule VI and Schedule VII hereto]. 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, norms and provisions prescribed by the Government 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 Promoters shall constitute a material breach of the Agreement.
- 6.2 The Allottee understands and agrees that the Promoters shall carry out the internal development within the Project, which inter alia, includes laying of roads, water lines, sewer lines, electrical lines etc., however, it is understood that external linkages for these services beyond the periphery of the Real Estate Project, such as water lines, sewer lines, storm water drains, roads, electricity, and other such integral services are to be provided by the appropriate Government and/or the local authorities and the Promoters are dependent on the appropriate Government for providing such external linkage and the Promoters shall bear no responsibility for such unfinished work save and except towards payment of EDC or similar charges to the extent set out herein.
- 6.3 It is further clarified and the Allottee agrees that in the event the appropriate Government fails to provide the external linkages for water lines and electricity by the time the Promoters offer possession of the apartments to the allottees, the Promoters shall make arrangements for water supply through tankers or otherwise, and electricity supply through DG sets, the charges for which shall be payable by the allottees to be calculated on the basis of actual cost including Applicable Taxes and duties plus a mark-up.

7 POSSESSION OF THE APARTMENT:

- 7.1 Schedule for possession of the said Apartment – The Promoters agree and understand that timely delivery 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. Subject to Force Majeure Event or any other event / reason of delay recognized / allowed in this regard by the Authority, the Promoters assure to hand over possession of the Apartment with the specifications & amenities thereof mentioned in Schedule VII hereto and the common areas / services / facilities which are part of the Real Estate Project as mentioned in Schedule VIII hereto; on or before _____. The Allottees understand and agrees that the common areas / services / facilities which are part of the Complex as mentioned in Schedule IX hereto, are being developed as part of Phase II and will be completed on or before _____.

If, however, the completion of the Real Estate Project is delayed due to any Force Majeure Event or any other event / reason of delay recognized / allowed in this regard by the Authority, then the Allottee agrees that the Promoters shall be entitled to the extension of time for delivery of possession of the Apartment, provided that the Force Majeure Event is not of a nature which makes it impossible for the Agreement to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Promoters to implement the Project due to Force Majeure Event, then the allotment of the Apartment to the Allottee shall stand terminated and the Promoters shall refund to the Allottee the entire amount received by the Promoters, without any interest, within 45 (forty five) days from that date. The Promoters shall intimate the Allottee about such termination at least 30 (thirty) days prior to such termination. After refund of the money paid by the Allottee, the Allottee agrees that it shall not have any rights, claims etc. against the Promoters, the Confirming Parties and the Apartment, and that the Promoters shall be released and discharged from all its obligations and liabilities under this Agreement.

- 7.2 Procedure for taking possession - The Promoters shall, upon obtaining the occupancy certificate from the Competent Authority and subject to receipt of complete payment of the Total Price and all other dues and liabilities including stamp duty, registration charges and any other incidental charges or dues required to be paid for due execution and registration of the conveyance deed, offer in writing the possession of the Apartment, to the Allottee in terms of this Agreement to be taken within 2 (two) months from the date of issue of occupancy certificate. Provided that, in the absence of local law, the conveyance deed in favour of the Allottee shall be carried out by the Promoter within 3 (three) months from the date of issue of occupancy certificate. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Promoter shall hand over the occupancy certificate of the Apartment to the Allottee at the time of conveyance of the same.
- 7.3 Failure of the Allottee to take Possession of Apartment - Upon receiving a written intimation from the Promoters as per Clause 7.2, the Allottee shall take possession of the Apartment from the Promoters by executing necessary documents, including indemnities, undertakings and such other documentation as prescribed in this Agreement or as required by the Promoters, and the Promoters shall give possession of the Apartment to the Allottee.

Fulfillment of the aforesaid conditions shall be a condition precedent for handing over possession of the said Apartment to the Allottee and subsequent execution and registration of conveyance deed. Refusal to fulfill any of the conditions listed above by the Allottee shall amount to a breach of this Agreement.

Notwithstanding any other provisions of this Agreement, if the Allottee fails, ignores or neglects to take the possession of the Apartment in accordance with the written intimation sent by the Promoter, the Allottee shall continue to be liable to pay maintenance charges in relation to the Apartment as may be levied by the Maintenance Agency.

- 7.4 Possession by the Allottee – After obtaining the occupancy certificate and handing over physical possession of the Apartment to the Allottee, it shall be the responsibility of the Promoters to hand over the necessary documents and plans, including Common Areas mentioned in Schedule VIII, to the Association of Allottees or the Competent Authority, as the case may be, as per the local laws. Provided that, in the absence of any local 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 30 (thirty) days after obtaining the completion certificate.
- 7.5 Cancellation by the Allottee – The Allottee shall have the right to cancel/ withdraw its allotment in the Real Estate Project as provided in the Act and/or as set out in Clause 9.1 and 9.2 herein below.

Provided that where the Allottee proposes to cancel/ withdraw from the Project without any fault of the Promoter, the Promoter herein is entitled to forfeit the Booking Amount paid for the allotment. The balance amount of money paid by the Allottee shall be returned by the Promoter to the Allottee within 45 (forty five) days of such cancellation.

- 7.6 Compensation – The Promoter shall compensate the Allottee in case of any loss caused to him due to defective title of the Complex Lands, on which the Real Estate Project is being developed/ 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.
- 7.7 Except for occurrence of a Force Majeure Event, if the Promoters fail to complete or are unable to give possession of the Apartment (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 developer on account of suspension or revocation of the registration under the Act; the Allottee may terminate this Agreement in terms of Clause 9.2, without prejudice to any other remedy available to the Allottee.

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

The PSIE hereby represent and warrant to the Allottee as follows:

- (i) PSIE have absolute, clear and marketable title with respect to the Complex Lands, Promoters has the requisite rights to carry out development upon the Complex Land and absolute, actual, physical and legal possession of the Complex Lands for the Real Estate Project;
- (ii) The Promoters have lawful rights and requisite approvals from the Competent Authorities to carry out development of the Real Estate Project;
- (iii) There are no litigations pending before any Court of law or authority with respect to the Complex Lands, Real Estate Project or the Apartment;
- (iv) All approvals, licenses and permits issued by the Competent Authorities with respect to the Complex Lands, the Real Estate Project, the Buildings and the Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Promoters have been and shall, at all times, remain to be in compliance with all the Applicable Laws in relation to the Complex Lands, the Real Estate Project, the Building, the Apartment and the Common Areas;
- (v) The Promoters and the Confirming Parties have the right to enter into this Agreement and have not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may be prejudicially affected;
- (vi) The Promoters have 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 Complex Lands, including the Real Estate Project and the Apartment which will, in any manner, affect the rights of Allottee under this Agreement;
- (vii) The Promoters and Confirming Parties confirm that they are not restricted in any manner whatsoever from selling the Apartment to the Allottee in the manner contemplated in this Agreement;
- (viii) At the time of execution of the conveyance deed, the Promoters 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;
- (ix) The Complex Lands are 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 same;
- (x) The Promoters have 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 Real Estate Project to the Competent Authorities till the

completion certificate has been issued and possession of the apartments along with Common Areas (equipped with all the specifications, amenities and facilities) has been handed over respectively to the allottees and the Association of Allottees or the Competent Authority, as the case may be;

- (xi) 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) has been received by or served upon the Promoters in respect of the Complex Lands and/or the Real Estate Project.

9. EVENTS OF DEFAULTS AND CONSEQUENCES INCLUDING TERMINATION:

9.1 Subject to the Force Majeure Event, the Promoters shall be considered under a condition of default, in the following events:

- (i) The Promoters fails to provide ready to move in possession of the Apartment to the Allottee within the time period specified in Clause 7.1 or fails to complete the Real Estate Project within the stipulated time disclosed at the time of registration of the Project with the Authority or within such extended time so granted by the Authority. For the purpose of this clause, “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 Competent Authority;
- (ii) Discontinuance of the Promoters’ businesses as a 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 the Promoters under the conditions listed above, the Allottee is entitled to the following:

- (i) Stop making further payments to the Promoters as demanded by the Promoters. If the Allottee stops making payments, the Promoters 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 any head whatsoever towards the purchase of the Apartment, along with interest at the rate prescribed in the Rules, within 45 (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, the Promoter shall continue to pay to the Allottee the 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 45 (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 3 consecutive instalments / demands made by the Promoters as per the Payment Plan, despite having been issued notice(s) in that regard, the Allottee shall be liable to pay interest to the Promoters on the unpaid amount at the rate prescribed in the Rules for the period of delay;
- (ii) In case default by the Allottee under the condition listed above continues for a period beyond 3 consecutive months / instalments even after expiry of grace period of 60 days from the date of notice received by Allottee in this regard, the Promoters may cancel the allotment of the Apartment and refund the money paid to it by the Allottee. Such refund shall be subject to deduction / forfeiture of the Booking Amount and the interest outstanding from the Allottee, and upon such refund this Agreement shall stand terminated. Provided, that the Promoter shall intimate the Allottee about such termination at least 30 (thirty) days prior to such termination.

9.4 The Promoters shall, in their sole discretion, also be entitled to cancel/ terminate this Agreement, if in the sole opinion of the Promoter, (a) the allotment of the Apartment has been obtained through fraud, misrepresentation, misstatement of facts, or concealment/ suppression of any material fact, or (d) the Allottee is not competent to enter into this Agreement for reasons of insolvency or due to operation of any regulation or law.

9.5 Upon termination of this Agreement by the Promoter, save for the right to refund, if any, to the extent agreed hereinabove, the Allottee shall have no further right or claim against the Promoters, the Confirming Parties and/or the Apartment. Any claim by the Allottee in this regard shall be deemed to have been waived off by the Allottee and the Allottee hereby expressly consents thereto. The Promoters shall on such termination be free to deal with the Apartment in any manner whatsoever, in its sole and absolute discretion. In the event the Allottee has taken possession of the Apartment, then the Promoters shall be entitled to re-enter and resume possession of the Apartment and everything whatsoever contained therein and the Allottee and/or any other person/ occupant of the Apartment shall immediately vacate the Apartment and otherwise be liable to immediate ejection as an unlawful occupant/ trespasser. This is without prejudice to any other rights available to the Promoters against the Allottee.

10. CONVEYANCE OF THE APARTMENT:

The Promoters, on receipt of Total Price as per Clause 1.2 and of all other dues and liabilities including stamp duty, registration charges and any other incidental charges or dues required to be paid for due execution and registration of the conveyance deed under the Agreement from the Allottee and upon execution of necessary documents including the indemnity bond, affidavits, etc. by the Allottee, shall along with the Confirming Parties, execute a conveyance deed and convey the title of the Apartment together with proportionate indivisible share in the Common Areas within 3 (three)

months from the date of issuance of the occupancy certificate and the completion certificate, as the case may be, to the Allottee. Provided that, in the absence of local law, the conveyance deed in favour of the Allottee shall be carried out by the Promoter within three (3) months from the date of issue of occupancy certificate. However, in case the Allottee fails to deposit the stamp duty and/or registration charges within the period mentioned in the notice, the Allottee authorizes the Promoter to withhold registration of the conveyance deed in favour of the Allottee till payment of stamp duty and registration charges to the Promoter is made by the Allottee.

The Promoters shall notify the date(s) for the purpose of execution and registration of the conveyance deed in favour of the Allottee. The Allottee agrees and undertakes to make himself available and present before the competent registering authority for the said purpose on the date(s) communicated to him.

In the event that the execution of the conveyance deed is delayed for any reason whatsoever, the Allottee shall alone be liable to pay any increase in stamp duty, registration charges and other like charges before the execution of the conveyance deed.

In case the Allottee has taken any loan from any bank/ financial institution for the Apartment, the original transfer documents including the conveyance deed shall be directly handed over by the Promoters to the lending institution, if so required by them.

11. NOMINATION/ ASSIGNMENT AND TRANSFER OF RIGHTS IN THIS AGREEMENT:

11.1 In order to prevent speculative transactions, no transfer/ assignment of allotment shall be permitted by the Promoters until the expiry of 12 months from the date of submission of the Application. The Allottee shall be permitted to transfer / assign the allotment of the Apartment and his rights and obligations under this Agreement to any third party after expiry of 12 months from the date of submission of the Application, provided the Allottee has made all up-to date payments to the Promoters and the same in aggregate being at-least 30% of the Total Price and no material breach of the Agreement has been committed by the Allottee. All such transfers / assignment shall be subject to the Applicable Laws and payment of the transfer / administrative charges of [●] (subject to deduction of tax at applicable rate) per square feet of the Carpet Area of the Apartment by the Allottee to _____ and execution of requisite undertakings and indemnities by the Allottee and the transferee(s) as may be required by the Promoters.

11.2 In the event the Allottee has obtained finance/loan from any financial institution/bank, then a no objection certificate / letter from such financial institution / bank shall be submitted to the Promoters, permitting the said assignment / transfer by the Allottee. For avoidance of any doubt, any proposal for addition / deletion of names as a Allottee shall be deemed to be a transfer/ assignment of allotment and Allottee will be liable to pay transfer charges at the rate of Rs. [●]/- per square feet of the Carpet Area of the Apartment (subject to deduction of tax at applicable rate thereon). However, addition of name of Allottee's spouse, children, and parents shall not attract any transfer charges and the Allottee shall submit documentary evidence to prove that such persons are related to him/her.

- 11.3 In cases of transfer by way of succession, there shall not be any such transfer / administrative charges, provided the legal heirs / beneficiary(ies) of the Allottee furnish relevant documents to the _____ setting out their rights and entitlements in this regard.
- 11.4 In case of transfer / assignment or transfer by way of succession as mentioned in Article 10.1 and 10.2 respectively, the _____ shall, subject to there being no material breach of the Agreement by the Allottee, transfer the amounts received from the Allottee to the credit of the transferee / assignee / legal heirs / beneficiary(ies) of the Allottee, as the case may be.
- 11.5 The Allottee shall be solely responsible and liable for all legal, monetary or any other consequences that may arise from such transfer/ nomination.
- 11.6 All the provisions contained herein and the obligations arising hereunder in respect of the Apartment shall equally be applicable to and enforceable against any and all transferee / assignee / legal heirs / beneficiary(ies) of the Allottee, as all obligations mentioned herein shall go along with the Apartment for all intents and purposes.

12. MAINTENANCE OF THE SAID BUILDING/ APARTMENT/ PROJECT:

- 12.1 The Promoters shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the Project by the Association of Allottees upon the issuance of the completion certificate of the Real Estate Project. The maintenance charges for the first 12 months have been included in the Total Price of the Apartment.
- 12.2 The Allottee shall pay the maintenance charges in relation to the Apartment as may be levied by the Maintenance Agency and shall also enter into a maintenance agreement with the Maintenance Agency in the format to be provided by the Promoters. It is made clear to the Allottee that the Maintenance Agency shall render maintenance services only with respect to the Common Areas and these shall mainly relate to services, amongst others, in respect to the public roads, security, landscaping, sewerage, drainage, rain water harvesting, garbage clearance, water, street lights, pavements, horticulture, power back up provision and such other services for the proper running, maintenance and operation of Common Areas.
- 12.3 The Allottee agrees to maintain at the close of each financial year ending on 31st March an interest bearing maintenance security deposit (which shall be non-refundable) with the Association of Allottees computed at the rate of INR [●]/- per square feet of the Carpet Area of the Apartment (which rate shall be uniformly applicable to all allottees at the Complex). The applicable interest rate on this deposit shall be as per the prevailing interest rates of the bank in which the said amount is deposited.
- 12.3 The Allottee has been informed and understands that the deposit amount once paid by Allottee to the Promoters, shall be transferred to the account of the Association of Allottees.
- 12.4 As and when any plant, machinery, equipment etc. within the Real Estate Project including but not limited to lifts, DG sets, electric substation, pumps, firefighting

equipment, etc. requires replacement, up-gradation, addition etc. the cost thereof shall be contributed by all the allottees / occupants of apartments at the Real Estate Project / Complex, as the case may be, on pro-rata basis (i.e. in proportion to the Carpet Area of the Apartment to the total Carpet Area of all the apartments in the Real Estate Project / Complex, as the case may be,).

13. 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 Promoters as per the Agreement is brought to the notice of the Promoters within a period of 5 (five) years by the Allottee from the date of handing over possession, it shall be the duty of the Promoters to rectify such defects without further charge, within 30 (thirty) days, and in the event of Promoters' 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.

However, the Promoters shall not be liable for rectification of defects in the following circumstances:

- (i) if the same has resulted due to any act, omission or negligence attributable to the Allottee or non-compliance of any Applicable Laws by the Allottee; and
- (ii) the defects that are the result of ordinary wear and tear in due course.

Provided that the Allottee understands that there is a fundamental difference between hand over of the building/ constructions or infrastructure services and systems free from defects on the one hand and maintenance of handed over building/ constructions or infrastructure services and systems so as to maintain defect free functioning which by its nature is a lifelong process. Accordingly, the continued maintenance of the systems handed over would not be the responsibility of the Promoters, and the Promoters shall not be liable for rectification of any defects therein.

Provided further that in case any such structural defect or any other defect in workmanship, quality or provision of services by the Promoters at the Real Estate Project, reasonably and in the ordinary course requires additional time beyond the said 30 (thirty) days, then the Promoter shall be entitled to the same, provided an intimation thereof has been provided to the Allottee prior to expiry of the said initial 30 (thirty) days. The Allottee hereby agrees to such additional time / extension of time without being entitled to / making any claim to receive appropriate compensation in the manner as provided under the Act and/or otherwise under the Applicable Laws.

14. RIGHT TO ENTER THE APARTMENT FOR REPAIRS:

The Maintenance Agency shall have right of unrestricted access to all Common Areas, garages/ covered parking and parking spaces for providing necessary maintenance services and the Allottee agrees to permit the Maintenance Agency to enter into the Apartment or any part thereof, after due notice and during the normal daytime hours,

unless the circumstances warrant otherwise, with a view to set right any defect.

15. USAGE:

Use of Basement and Service Areas: The basement(s) and service areas, if any, as located within the Real Estate Project, shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformers, 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 Association of Allottees formed by the allottees for rendering maintenance services.

16. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT:

- a. Subject to Clause 13 above, the Allottee shall, after taking possession, be solely responsible to maintain the Apartment at its own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Apartment, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the Real Estate Project which may be in violation of the Applicable Laws 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.
- b. The Allottee further undertakes, assures and guarantees that it would not put any sign-board/ name-plate, neon light, publicity material or advertisement material, any stickers or allow lamination of the exterior glass, etc. on the face/ facade of the Building or anywhere on the exterior of the Real Estate Project, buildings or the said Apartment or the Common Areas. The Allottee shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or permit any remodelling, alteration, variation, change or build upon the look, design, texture, fixtures, materials or any combination thereof or carry out any change in the exterior elevation or design of the Building or the Apartment. Further, the Allottee shall not store any hazardous or combustible goods in the Apartment or place any heavy material in the Common Areas.
- c. The Allottee shall neither encroach upon the Common Areas in the Project nor store any goods, objects, articles, belongings etc. in such areas or block the same in any manner whatsoever.
- d. If any damage is caused to the Apartment, Common Areas or to the Real Estate Project on account of any act, negligence or default on part of the Allottee or his employees, agents, servants, guests, or invitees, the Allottee shall be liable and responsible for the consequences thereof, including the obligation to pay for the rectification of loss and/ or damage caused as may be levied by the Promoters or the Association of Allottees or the Maintenance Agency, as the case may be.

- e. The Allottee shall not remove any wall, including the outer and load bearing wall of the Apartment. The Allottee is strictly prohibited from making any alterations or modifications in the Apartment or outside the Apartment to the structure or the services and systems laid out in the Apartment / Real Estate Project including any changes that are either structural changes or such that would lead to disruption of the services laid out in the buildings or along the buildings for the use by one or more apartments. The Allottee shall not under any circumstances do or allow any alteration/ modification/ change to the interior walls, layout or finishes within the said Apartment save and except with the prior permission of the Association of Allottees/ Promoter in writing.
- f. The Allottee shall not cover or construct on the balcony(ies), open terrace(s) or garden(s) reserved exclusively for the dedicated use of the Apartment and shall only use the same as open balcony(ies), terrace(s) or garden(s), as the case may be, and in no other manner whatsoever.
- g. The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoters and thereafter the Association of Allottees and/or Maintenance Agency. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.
- h. The Allottee shall not use/ cause to be used the said Apartment for any purpose except residential use and shall not permit any commercial activity, and shall always ensure that the Apartment be put to residential use only. Furthermore, the Allottee specifically undertakes not to use the said Apartment or offer it to be used in any manner and/or for any activity that is prohibited/ irregular/ illegal or other activity that is hazardous or may cause a nuisance of any nature in the Real Estate Project.
- i. The Allottee undertakes not to sub-divide/amalgamate the Apartment(s) with any other apartment / area in the Real Estate Project.
- j. The name of the Complex and Real Estate Project shall always be 'Luminare' and 'Luminare Altaris' respectively and the Allottee or his lessees / occupant(s) / transferee(s) / assignee(s) or the Association of Allottees shall not be entitled to change the same.
- k. The Allottee shall not throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the Apartment in the Common Areas or any portion of the Complex.

17. COMPLIANCE OF LAWS, NOTIFICATIONS, OTHER OBLIGATIONS ETC. BY THE PARTIES:

- a. The Parties are entering into this Agreement for the allotment of the Apartment with the full knowledge of all laws, rules, regulations, notifications applicable to the Project.
- b. The Promoters has made it expressly clear to the Allottee that the rights of the Promoters in the Apartment agreed to be conveyed/ sold/ transferred herein are circumscribed by and subject to the conditions imposed by the LDA and/or any other statutory authority(ies).

- c. The Allottee shall observe all terms and conditions of this Agreement, and also those conditions, restrictions and other stipulations imposed in respect of the Project by virtue of the license granted by the authority and shall also abide by the applicable zoning plans, building plans and other Applicable Laws applicable to the Apartment and /or the Project.

18. ADDITIONAL CONSTRUCTIONS:

The Promoters undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the building plans, 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.

19. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:

After the execution of this Agreement, in the event the Promoters creates any charge on the Apartment/ Project 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.

20. COMPLIANCE WITH APARTMENT ACT AND THE ACT:

The Promoters have assured the Allottee that the Project in its entirety is in accordance with the provisions of the Apartment Act, Act and rules framed / to be framed thereunder.

21. BINDING EFFECT:

Forwarding this Agreement to the Allottee by the Promoters does not create a binding obligation on the part of the Promoters or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the Schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub-Registrar, as and when intimated by the Promoters. If the Allottee fails to execute and deliver to the Promoters this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the Booking Amount shall be returned to the Allottee without any interest or compensation whatsoever.

22. ENTIRE AGREEMENT:

This Agreement, along with its schedules, constitutes the entire understanding / contract between the Parties with respect to the subject matter hereof and supersedes all previous understanding, documents, communications, discussions, arrangements whether written or oral, negotiations held between the Parties (including but not limited to Application and Allotment Letter) and there are no promises or assurances or representations, oral or written, express or implied, of the Promoters, other than those contained in this Agreement.

The Parties are aware that under the Rules, the Government has not yet notified the format of the agreement to be executed between the 'promoter' and an 'allottee' under Section 13 of the Act. The Parties agree and covenant with each other that this Agreement shall have to be suitably revised amended if so required once format of the said agreement is notified by the Government, which may involve some clauses to be added, deleted or suitably modified to be in consonance with such notified agreement. Any such revision shall be binding on the Parties and it is hereby agreed to put the same in place by signing the revised form of this Agreement. The revised form of this Agreement, if any, shall be drawn up by the Promoter and shared with the Allottee for execution, where after the Parties shall mutually decide on the date and time for registration thereof with the jurisdictional Sub Registrar office. (Note: To be struck off when the draft agreement get notified)

23. RIGHT TO AMEND:

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

No amendment, supplement or modification to this Agreement, in any form or manner, whatsoever, shall be valid or binding unless set forth in writing and duly executed by the Parties to this Agreement.

The Allottee understands that any amendment, supplement or modification to this Agreement on behalf of the Promoters and the Confirming Parties shall be valid only if the same is signed by a signatory duly authorized by their respective board of directors.

24. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE/
SUBSEQUENT ALLOTTEES:

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

25. WAIVER NOT A LIMITATION TO ENFORCE:

- a. The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee in not making payments as per

the Payment Plan including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Promoters in the case of one allottee shall not be construed to be a precedent and/or binding on the Promoter to exercise such discretion in the case of other allottees.

- b. Failure on the part of the non-defaulting Party 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 relinquishment of any other right or claim granted or arising hereunder or of the future performance of any such term, covenant or condition, and such failure shall in no way affect the validity and enforceability of this Agreement or the rights and obligations of the non-defaulting Party.
- c. The Parties acknowledge that a waiver of any term or provisions hereof can only be given by a written notice issued on that particular occasion by the non-defaulting Party to the Party in default.
- d. A waiver of a particular obligation of the Allottee in one circumstance will not prevent the Promoters from subsequently requiring compliance from the Allottee with such obligation on other occasions.

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 thereunder or under 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 thereunder or the Applicable Laws, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

27. 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 the Project, the same shall be the proportion which the Carpet Area of the Apartment bears to the total Carpet Area of all the apartments in the Real Estate Project / Complex, as the case may be.

28. FURTHER ASSURANCES:

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

29. PLACE OF EXECUTION:

The execution of this Agreement shall be complete only upon its execution by the Promoters through their authorized signatory at PSIE's office, or at some other place, which may be mutually agreed between the Promoters and the Allottee. After the Agreement is duly executed by the Allottee and the Promoters or simultaneously with the execution, the Agreement shall be registered at the office of the Sub-Registrar at Lucknow. Hence, this Agreement shall be deemed to have been executed at Lucknow.

30. COPIES OF THE AGREEMENT/ COUNTER PARTS:

This Agreement shall be executed in 3 counterparts; 1 master copy with the stamp duty duly affixed thereon along with 2 other contemporaneous copies (with adequate stamping for counterparts of an agreement being affixed on such copies), each of which individually shall be deemed to be the original and all the counterparts shall constitute one and the same instrument. The Promoters shall retain the master copy along with an additional contemporaneous copy with themselves and return the one remaining contemporaneous copy, duly executed by it and the Confirming Parties, to the Allottee for its record.

31. BROKERAGE:

In case the Allottee has to pay commission or brokerage to any person for services rendered by such person to the Allottee, whether in or outside India, for acquiring the Apartment, the Promoters shall, in no way whatsoever, be responsible or liable for the same and no such commission or brokerage shall be deductible from the amount of the Total Price agreed to be payable to the Promoters for the Apartment.

32. DUE DILIGENCE:

It is hereby understood and agreed that upon signing of this Agreement, the Allottee is deemed to have completed all due diligence as to the right, title and interest of the Promoters to develop and market the Apartment in the Complex on the Complex Land and the Allottee confirms that it has sufficiently investigated and gone through ownership record(s), approvals, documentation, inspection of site and other related matters to its entire satisfaction, so as to confirm the competence of the Promoters and the Confirming Parties to convey the Apartment.

33. NOTICES:

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

To the Allottee

Name of Allottee
(Allottee Address)

To the Promoters

With a copy to:

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

In all communications to the Promoters, the reference to the Apartment identification number/ address must be mentioned clearly.

34. JOINT ALLOTTEES:

That in case there are Joint Allottees all communications shall be sent by the Promoters to the Allottee whose name appears first and at the address given by it, which shall for all intents and purposes be considered as properly served on all the Joint Allottees. No separate notice/communication will be sent to any of other joint Allottee.

The Allottee confirms and agrees that any communication to the email address provided in the application for the Apartment shall be considered a valid communication to the Allottee.

35. SAVINGS:

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

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 thereunder including other applicable laws of India for the time being in force.

37. 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 through the Adjudicating Officer appointed under the Act.

IN WITNESS WHEREOF the Parties hereinabove named have set their respective hands and signed this Agreement at Lucknow 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 allottees)

(1) Signature : _____
Name : _____
Address: _____

Please affix
photographs and
sign across the
photographs

(2) Signature : _____
Name : _____
Address: _____

Please affix
photographs and
sign across the
photographs

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Promoter:

Signature (Authorised Signatory) _____
Name: _____
Address: _____

Please affix
photographs and
sign across the
photographs

At ___ on ___ in the presence of:

WITNESSES:

1. Signature__ Name _____ Address _____
2. Signature__ Name _____ Address _____

Please affix
photographs and
sign across the
photographs

SCHEDULE I

Part A: Description of Lands

SCHEDULE III
DETAILS OF SALE DEEDS

SCHEDULE IV
DESCRIPTION OF THE APARTMENT

A. DESCRIPTION OF THE APARTMENT APPLIED FOR:

- (i) Apartment No. _____
- (ii) Tower No. _____
- (iii) Floor No. _____
- (iv) Carpet area of _____ sq mts. (equivalent to _____ sq. ft. approx).
- (v) Exclusive Balcony area of _____sq. mts (equivalent to _____sq. ft. approx.)
- (vi) Number of covered car parking(s) _____

- (vii) The above said apartment is surrounded from four side as follows:
 - a. East side: _____
 - b. West side: _____
 - c. North side: _____
 - d. South side: _____

B. MODE OF BOOKING

- (i) Direct ()
- (ii) Property Dealer/Channel Partner/Broker ()
(Mention name & address of the Dealer/Channel Partner/Broker with stamp)

Name:
Address:
Signature:
Stamp:

SCHEDULE V
FLOOR PLAN OF THE APARTMENT

SCHEDULE VI
PAYMENT PLAN

SCHEDULE VII
SPECIFICATIONS & AMENITIES
WHICH ARE PART OF THE APARTMENT

SCHEDULE VIII
COMMON AREAS / SERVICES / FACILITIES
WHICH ARE PART OF REAL ESTATE PROJECT