

Total Sale Consideration: Rs. _____/-
 Advance: Rs. _____/- **(Including tax)**
 Stamp Duty: Rs _____/-

AGREEMENT TO SELL

This AGREEMENT TO SELL ("Agreement") is executed on this ____ day of _____ 202__

By and Between

Rishita Developers Pvt. Ltd. (CIN No. **U45201UP2008PTC035945**), a company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], having its registered office at **Coronation Anand Tower, 116-117, Vibhuti Khand, Gomti Nagar, Lucknow** and its corporate office at **Coronation Anand Tower, 116-117, Vibhuti Khand, Gomti Nagar, Lucknow** (PAN **AAECR1191G**), represented by its authorized signatory _____ authorized vide board resolution dated _____ (hereinafter referred to as the "Promoter" which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in- interest, and permitted assigns)

[AND]

MR./MRS./MS _____ (Aadhar No. _____) Son of/Daughter of/Husband of/Wife of **MR./MRS.** _____ aged about ____ yrs residing at _____.
 (PAN No. - _____) AND **MR./MRS./MS** _____ (Aadhar No. _____) Son of/Daughter of/Husband of/Wife of **MR./MRS./MS** _____ aged about ____yrs residing at _____.
 (PAN No. _____),
 (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).

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

INTERPRETATIONS / DEFINITIONS:

For the purpose of this AGREEMENT TO SELL/Lease, unless the context otherwise requires,
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(a) "Act" means the Real Estate (Regulation and Development) Act, 2016 (16 of 2016)

(b)"Authority " means Uttar Pradesh Real Estate Regulatory Authority.

(c)"Government" means the Government of Uttar Pradesh;

(d)"Rules" means the Uttar Pradesh Real Estate (Regulation and Development) (Amendment) Rules, 2016 as amended from time to time

(e)"Regulations" means the Regulations made under the Real Estate (Regulation and Development Act), 2016;

(f)"section" means a section of the Act.

(G)" Common Areas" means such common areas and facilities within said building/said complex earmarked for common use of all buyer(s) excluding the land and building of the club

WHEREAS:

- A. The Promoter is the absolute and lawful owner of **Undivided share of Land of Tower A5 of Group Housing -1, Sector-C, Pocket -6, Sushant Golf City, Sultanpur Road, Shaheed Path, Lucknow, Uttar Pradesh** totally admeasuring **5,320.43** square meters situated at **Sushant Golf City, Group Housing -1 ,Sector -C, Pocket -6, Sultanpur Road (Shaheed Path) Lucknow 226030** in Tehsil & District **Lucknow** ("Said Land") vide sale deed(s) dated **16/02/2021** registered in the office of Sub- Registrar, **Sarojni Nagar, Lucknow** in **Bahi No.-1 Jild No. 6038** pages **211 to 256** and S. No. **6179** on dated **16/02/2021**
- B. The said land is earmarked for the purpose of constructing a residential project has been registered under the RERA Act as Phase-_____ and along with land appurtenant to it with Basement parking, Stilt Parking (If Any) & Open parking Spaces. The said project shall be known as Rishita Serenity Phase-_____ ("project")
- C. The promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the promoter regarding the said Land on which project is to be constructed have been completed.
- D. The **Lucknow Development Authority, Lucknow** has granted the commencement certificate to develop the project vide approval dated **18/01/2021** bearing registration no **42917**.
- E. The promoter has obtained the final layout plan, sanctioned plan, specifications and approvals for the said project from the **Lucknow Development Authority, Lucknow**. The promoter agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with section 14 of the act and other laws as applicable, provided that in case of changes required to complete the project due to Technical & other reasons, the Allottee permits the Promoter to make such changes to which the allottee will provide written consent as required by the promoter for such changes.

- F. The promoter has registered the project under the provisions of the act with the Uttar Pradesh Real Estate Regulatory Authority at Lucknow on Date _____ under Registration No. _____. The details of the Promoter and Project are also available on the website (www. up-rera.in) of the Authority;
- G. The Allottee had applied for an Apartment (Apartment herein would mean a residential Flat) in the project vide application no _____ dated _____ and has been allotted Apartment No. _____ having Carpet area of Square Meters _____ Type _____ on _____ **Floor** in [tower/block/building] no _____ along with One Covered Parking in the Project for Total Consideration of **Rs.** _____/- **+IFMS** & taxes as applicable from time to time at the time of actual payment as permissible under the applicable laws and of pro rata share in the common areas ("**Common areas**" excluding the land and building of the club which is not part of the common areas and has been separately constructed on the land earmarked for it. However, the apartment owners shall be eligible for the club membership upon payment. The club is separate project and shall be owned, run & operated by the promoter or its nominated agency or the person to whom the club has been transferred/leased) as defined under clause (d) of rule 2(1) of U.P. Real Estate (Regulation & Development) Rules 2016 and deed of declaration submitted before the concerned authority (hereinafter referred to as the "**Apartment**" more particularly described in **Schedule-A** and the floor plan of the apartment is annexed hereto and marked as **Schedule-B**)
- H. The allottee shall be allocated slot no for Parking after the possession in the covered parking area (location to be finalized by promoter/RWA) 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 as per confirmations, representations & assurances among both parties as per applicable laws and willing to enter into agreement;
- J. M/S Ansal Properties & Infrastructures Pvt. Ltd. Registered Office situated at 115 Ansal Bhavan 16 - Kasturba Gandhi Marg, New Delhi has been/is Developing Hi Tech Township at Sultanpur Road Lucknow under Hi Tech Township Policy of state of Uttar Pradesh. A Memorandum of Understanding (Hereinafter referred to as "MOU for Development of Hi-Tech Township") was executed between M/S Ansal Properties & Infrastructure Pvt. Ltd. and Lucknow Development Authority (Hereinafter referred to as "Lucknow Development Authority /LDA"), a development authority constituted under the provisions of Uttar Pradesh Urban Planning Development Act 1973, under the terms and conditions of "MOU for Development of Hi-Tech Township", M/S Ansal Properties & Infrastructures Pvt. Ltd is authorized to transfer/sell the FSI Areas and/or undivided share of land and/or developed units of different specifications and sizes, developed by the M/S Ansal Properties & Infrastructures Pvt. Ltd to its transferee(s)/purchasers on the terms and conditions of Hi-Tech Township Policy. This Hi-Tech Township on the land admeasuring 3530 acres (approx.) under the name and style of "Sushant Golf City", and, located on Amar Shaheed Path, Lucknow- Sultanpur Highway Lucknow-226030 (hereinafter referred to as "Sushant Golf City Project").

- K. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project;
- L. 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;
- M. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the Apartment as specified in Para G.

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 in agreement, the promoter agrees to sell to the allottee and the allottee agrees to purchase the Apartment as specified in para-G.

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

1.3. The Total price for the Apartment based on the carpet area is **Rs. _____/- + IFMS Rs. _____/- Extra (in words Rupees _____ only) + IFMS extra** ("Total Price").

Block/Building/Tower no _____ Apartment no. _____ Type _____ Floor _____ Carpet Area _____ Sq. Ft./ _____ Sq. mt.	Rate of Apartment Rs. _____/- per square meter (Rs. _____/- Per sq. foot) * calculated on Carpet Area +Taxes (extra)
Total Price (in rupees) of Apartment along with One Covered Parking & Club Membership.	Rs. _____/- +IFMS

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 is exclusive of all taxes (consisting of tax paid or payable by the Promoter by way of GST and other taxes which may be levied, in connection with the

construction of the Project payable by the Promoter, by whatever name called) up to the date of handing over the possession of the 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.

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

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

(iv) The total price of Apartment includes recovery of price of land, construction of (not only the apartment but also) the Common areas (excluding club land & Building), internal development charges, external development charges, taxes, cost of providing internal electric wiring, lift, plumbing, finishing with paint, marble, tiles, doors, windows, fire detection and firefighting equipment in the Common areas (excluding club land & Building).

1.4 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.

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

1.6 The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee by discounting such early payments **on case-to-case basis** for the

period by which the respective installment has been preponed. The provision for allowing the rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.

1.7 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'** (which shall be 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.

Further, in this respect allottee hereby agrees and gives his/her irrevocable consent for any revision, alterations/modification or additions in the sanctioned plans, layout plans and specifications of the project as required under Section 14 of the Real Estate (Regulation and development) Act, 2016 and agrees to pay additional cost, if any required and will not raise any dispute/ demand/ claim against the such revision, alteration and modification and additional charges, as applicable.

1.8 The Promoter shall confirm to the final carpet area that has been allotted to the Allottee after the construction of building is complete and the completion certificate/occupancy certificate (as applicable) is granted by 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 carpet area then the Promoter shall refund the excess money paid by the allottee within 45 days with annual interest at the rate prescribed in the rules from the date when such excess amount was paid by the allottee. If there is an increase in the carpet area, which is not more than 3 (Three) % of carpet area of said Apartment, allotted to allottee the Promoter may demand the same from the allottee as per the next milestone of the payment plan as provided in **Schedule-C**. All these monetary adjustments shall be made at the same rate per square meter/foot as agreed in para 1.3 of this agreement.

1.9 Subject to Para 9.3 the Promoter agrees and acknowledges that, the Allottee shall have the right to the Apartment as mentioned below:

- (i) The allottee shall have exclusive ownership of the Apartment.
- (ii) The Allottee shall also have undivided proportionate share in common areas. Since the share/interest of allottee in common areas (excluding club land & Building) 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 (excluding club land &

Building) 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 price of Apartment includes recovery of price of land, construction of not only the Apartment but also the common areas (excluding club land & Building), internal development charges, external development charges , taxes, cost of providing internal electric wiring, lift, plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the common areas(excluding club land & Building), maintenance charges (as per para 11 etc.).

(iv) The allottee has the right to visit the project site to assess the extent of development of the project and his apartment.

(v) For Maintenance & Management of other areas in township (Outside said Project) the Allottee has to enter into separate Maintenance Agreement referred here as "Township Maintenance Agreement" with M/S Ansal Properties & Infrastructures Ltd or its nominated Agency at relevant time and as per Terms and Conditions.

1.10 It is made clear by the Promoter and the Allottee agrees that the Apartment along one parking shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self- contained Project covering the said Land and Is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that Project's facilities and amenities other than declared as independent areas in deed of declaration shall be available for use and enjoyment of the Allottees of the Project.

1.11 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, the Promoter agrees to be liable, even after the transfer of the property to pay such outgoings and penal charges, if any, to the authority or persons to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefore by such authority or person.

1.12 The Allottee has paid a sum of **Rs.** _____/- (Rupees _____ **only**) as booking amount being part payment towards the total price of the Apartment at the time of application the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Apartment as prescribed in the **Payment Plan Schedule C** as may be demanded by the Promoter within the time and in the manner specified there in Provided that if the Allottee delays in payment towards any amount which is payable, he 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 [Schedule C]** through A/c Payee cheque/demand draft/bankers cheque or online payment (as applicable) in favour of '**Rishita Developers Pvt. Ltd.**' Payable at **Lucknow**.

The receipt would be valid only after realization of the said cheque / bank draft and effect of credit in the account of the Promoter. In case cheque is dishonoured for any reason whatsoever, The Promoter has the right to demand for an administrative handling charge.

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

3.1 The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made there under or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/ sale/ transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or the statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India; he/she may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

3.2 The Promoter accepts no responsibility in regard to matters specified in Para 3.1 above. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of the Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities, if any, under the applicable laws. The Promoter shall not be responsible towards any third-party making payment/remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the said 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 him/her under any head(s) of dues against lawful outstanding of the Allottee against the Apartment in his/her name and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

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

5. TIME IS ESSENCE:

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

It is irrevocably agreed by the Allottee that promoter may request for the extension of the Registration/duration of completion of the project to the Authority, Allottee gives his irrevocable consent for application of such extension to be filed by the promoter in this respect and in that case schedule date for the completion of the project shall be considered the date as extended by the Authority.

6. CONSTRUCTION OF THE PROJECT/[APARTMENT/UNIT]:

The Allottee has seen the proposed layout of the unit & its specifications, accepted the floor plan, payment plan and the specifications [annexed along with this Agreement] which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Unit in accordance with the said Approved plans, floor plans and specifications. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by Lucknow Development Authority, Lucknow and shall not have an option to make any variation/alteration/modification in such plans, other than in the manner provided under the Act, and breach of this term by the Promoter shall constitute a material breach of the Agreement .

The allottee irrevocably provides his consent through this agreement, as required under Section 14 of the Act, in respect to any further alterations/modifications or additions in sanctioned or layout plans and specifications of the building(s) or the common areas within the project., as approved by the competent authority and not to obstruct and /or raise any objections in future.

7. POSSESSION OF THE APARTMENT:

7.1 Schedule for possession of the said Apartment- The Promoter agrees and understands that timely delivery of possession of the Apartment to the Allottee and Common Areas to the Association of Allottees or the competent authority, as the case may be, is the essence of the Agreement. The promoter assures to hand over possession of the

Apartment till _____, unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project ("Force Majeure"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Apartment.

Provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the allotment within 120 days from that date. The Promoter shall intimate the Allottee about such termination at least thirty days prior to such termination. After refund of the money paid by the Allottee, the Allottee agrees that he/she shall not have any right, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

In case the project is developed in phases, it will be the duty of the promoter to maintain those common areas and facilities which are not complete and handover all the common areas and facilities to the RWA once all phases are completed. The promoter shall not charge more than the normal maintenance charges from the allottees.

7.2 Procedure for taking possession - The promoter, upon obtaining the completion certificate/occupancy certificate (as applicable) or partial completion in phase manner from the competent authority or after the date of deemed completion shall vide "offer letter" offer in writing the possession of the Apartment with demand of all the outstanding dues, Interest (if any) stamp duty, registration charges and documentation charges, other incidental charges, to the Allottee in terms of this Agreement to be taken within two months from the date of issue of completion certificate/occupancy certificate /deemed completion (as applicable).

Provided that, in the absence of Applicable Law the conveyance deed in favour of the Allottee shall be carried out by the Promoter within 3 months from the date of issue of completion certificate/occupancy certificate (as applicable)/ deemed completion or partial completion. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee, after taking possession, agrees to pay the maintenance charges as determined by the Promoter/association of Allottees, as the case may be after the issuance of the completion/occupancy certificate (as applicable) /deemed completion for the project. The Promoter shall hand over a copy of the relevant completion/occupancy certificate (as applicable) of the Apartment to the Allottee at the time of conveyance of the same.

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

7.3 Failure of Allottee to take Possession- Upon receiving a written intimation from the Promoter as per Para 7.2, the Allottee shall take possession of the Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in the Agreement, and the Promoter shall give possession of the Apartment to the Allottee. In case the Allottee fails to take possession within the time provided in Para 7.2, such allottee shall liable to pay to the promoter holding charges at the rate of Rs. 10/- 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 Para 7.2. and the allottee shall also be liable to pay interest on the unpaid amount at the interest rate till actual date of possession.

The Promoter shall not be responsible for any wear and tear damage caused to the Unit on account of delay on the part of the Allottee(s) in taking over possession and in such event the Allottee(s) shall have to take possession of the same on "as is where is basis." The Allottee(s) shall be responsible and liable for all civil and criminal liabilities, which may accrue qua such Premises.

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

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

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

Provided that where the Allottee(s), proposes to cancel/withdraw from the project without any fault of the promoter, **the promoter herein is entitled to forfeit the booking amount paid for the allotment.** The promoter shall refund 50% of the balance amount excluding taxes & cost of stamps & registry charges of money paid by the allottee within 45 days of such cancellation/withdrawal and remaining 50% excluding taxes on re-allotment of said Apartment or at the end of one year from the date of cancellation, whichever is earlier. Allottee is also required to pay all other penalties and interest liabilities due as on the date of such termination. Promoter shall inform the previous allottee, date of re-allotment of said Apartment.

7.6 Compensation - The Promoter shall compensate the Allottee in case of any loss caused to him due to defective title of the land, on which the Project is being developed or has been developed, in the manner as provided under the Act and the claim for interest and

compensation under this provision shall not be barred by limitation provided under any law for the time being in force.

Except for occurrence of a Force Majeure event, if the Promoter fails to complete or is unable to give possession of the Apartment (i) in accordance with the terms of this Agreement, duly completed by the date specified in Para 7.1; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Promoter shall be liable, on demand to the Allottees, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received excluding taxes by him in respect of the Apartment with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act within forty five days of it becoming due:

Provided that where if the Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee interest at the rate prescribed in the Rules for every month of delay, till the handing over of the possession of the Apartment, which shall be paid by the Promoter to the Allottee within forty-five days of it becoming due.

Cancellation by the Promoter: "In case the allottee or/and his/her representative or any other person on his/her behalf ever insults, misbehave, do misconduct, uses unparliamentary language with the staff/workers/labourers/directors directly/indirectly serving the company, or/and tries to stage dharna and/or tries tarnish/damage the image/reputation of the company by oral/written means or publishes online on social media and/or other platforms then this agreement shall come to an end with immediate effect and the unit shall be cancelled and the money deposited by the allottee will be refunded after deduction of earnest money and administrative expenses."

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

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

- 8.1 The [Promoter] has absolute, clear and marketable title with respect to the said land; the requisite rights to carry out development upon the said land and absolute, actual, physical and legal possessions of the said land of the project.
- 8.2 The promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the project
- 8.3 There are no encumbrances upon the said land of the project; apart from the loan availed upon the land & the project from _____.
- 8.4 There are no litigations pending before any court of law or Authority with respect to the said land, Project or the [Apartment];

- 8.5 All approvals, licenses and permits issued by the competent authorities with respect to the project, said Land and Apartment are valid and subsisting and have been following due process of law. Further, the promoter has been and shall, at all times, remain to be in compliance with at applicable law in relation to the project, said land, Building and Apartment and Common Areas.
- 8.6 The Promoter has the right to enter into the agreement and has not committed or omitted to perform any act or thing, whereby the right title and interest of the allottee created herein, may prejudicially be affected.
- 8.7 The Promoter has not entered into any AGREEMENT TO SELL/lease and/or development agreement or any other agreement / arrangement with any person or party with respect to the said land, including the project and the said Apartment which shall, in any manner, affect the rights of the Allottee under this agreement;
- 8.8 The promoter confirms that the promoter is not restricted in any manner whatsoever from selling the said Apartment to the Allottee in the manner contemplated in this agreement.
- 8.9 At the time of execution of the conveyance deed the promoter shall hand over lawful, vacant, peaceful, physical possession of the Apartment to the allottee and common areas apart from Club Land & Building.
- 8.10 The schedule property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the schedule property.
- 8.11 The promoter has duly paid and shall continue to pay and discharge all government dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to their competent authorities till the completion certificate/occupancy certificate (as applicable) has been issued and possession of Apartment.
- 8.12 No notice from the government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the promoter in respect of the said land and/or the project.

9. EVENTS OF DEFAULTS AND CONSEQUENCES:

(9.1) Subject to the force majeure clauses, the promoter shall be considered under a condition of default, in the following events.

(i) Promoter fails to provide ready to move in possession of the Apartment to the allottee within the time period specified in Para 7.1 or fails to complete the project within the stipulated time disclosed at the time of registration of the project with the authority. For the purpose of this Para, 'ready to move in possession' shall mean that the Apartment shall be in a habitable condition which is complete in all respect of that tower including the provision of all specifications, as agreed to between the parties, and for which occupation certificate and completion certificate whether partial or complete, as the case may be, has been issued by the competent authority.

(ii) Discontinuance of the promoter's business as a developer on account of suspension or revocation of his registration under the provisions of the act or the rules or regulations made there under.

(9.2) In case of default by promoter under the conditions listed above a non-defaulting allottee is entitled to the following:

(i) Stop making further payments to promoter as demanded by the promoter. If the allottee stops making payments, the promoter shall correct the situation by compelling the construction milestones and only there after the allottee be requires to make the next payment without any interest; or

(ii) The allottee shall have the option of terminating the agreement in which case the promoter shall be liable to refund the entire money paid by the allottee under any head whatsoever towards the purchase of Apartment excluding taxes, 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 45 days of receiving the termination notice;

Provided that where an allottee does not intend to withdraw from the project or terminate the agreement he shall be paid, by the promoter, interest at the rate prescribed in the Rules, for every month of delay till the handing over of the possession of the Apartment which shall paid by the promoter to the allottee within 45 days after such time extension as informed by the promoter to the Allottee and RERA of it becoming due.

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

(i) In case the allottees fails to make payments for 2 (two) consecutive demands made by the promoter as per the payment plan annexed here to, despite having been issued notice in that regard the allottee shall be liable to pay interest on the unpaid amount at the rate equal to MCLR (Marginal Cost of Landing Rate) on home loan of State Bank of India +1% unless provided otherwise under the rules. The promoter must not be in default to take this benefit.

(ii) In case of default by allottee under the condition listed above continuous for a period beyond 3 (three) consecutive months after notice from the promoter in this regard, the

promoter may cancel the allotment of the Apartment in favor of the allottee and refund the money paid to him by the allottee after deducting the booking amount and the interest liabilities, **Taxes or any other Charges** and this agreement shall thereupon stand terminated. The promoter must not be in default to take this benefit.

Provided that the promoter shall intimate the allottee about such termination at least **30** days prior to such termination.

10. CONVEYANCE OF THE SAID APARTMENT:

The promoter, on receipt of total price of the Apartment as per para 1.3 under the agreement from the allottee, shall execute a conveyance deed and convey the title of the Apartment together with proportionate indivisible share in the Common Areas within 3 months of the date of issuance of the completion certificate and the occupancy certificate as the case may be, to the allottee:

Provided that, in the absence of applicable law, the conveyance deed in favor of the allottee shall be carried out by the promoter within three months from the date of issue of completion certificate/occupancy certificate (as applicable)]. However, in case the allottee fails to deposit the stamp duty and /or registration charges within the period mentioned in the notice, the allottee authorizes the promoter to withhold registration of the conveyance deed in his/her favour till payment of stamp duty and registration charges to the promoter is made by the allottee.

11. MAINTAINANCE OF THE SAID BUILDING/APARTMENT/ PROJECT:

The promoter shall be responsible to provide and maintain essential services in the project till the taking over of the maintenance of the project by the association of the allottees upon the issuance of the completion certificate of the project.

However, if the association of allottees is not formed within one year of completion certificate the promoter will be entitled to collect from the allottee amount towards maintenance charges **Rs. _____/- per month** + Taxes as per applicable for the purpose of maintenance for next 1 year and so on. The Promoter will pay the balance amount available with him against the maintenance charges to association of allottees once it is formed. Any type of charges towards the maintenance (if Applicable) levied by the Master Developer of the Township/Competent Authority shall be payable by the Allottee.

The allottee shall not raise any objection, if any changes or modifications are made in the draft bylaws of the owner's association as may be required by the registrar of society or other competent authority.

The allottee agrees that if at any time under any law/order or if the promoter/maintenance agency/owner's association may think necessary to insure the title of the land and building as a part of the real estate project, construction of the real estate project and any other insurance, the premium and other charges towards the same shall be paid by the allottee proportionately as decided by the promoter.

The allottee agrees that his right to use of common areas and facilities of the project shall be subject to timely payment of total maintenance charges and performance by the allottee of all his obligations in respect of the terms and conditions specified under this agreement. The operation of service and maintenance of the said Project shall be done in accordance with the Maintenance Agreement. The Allottee agrees and undertakes to abide by the terms and conditions of the Maintenance Agreement`

12. DEFECT LIABILITY:

It Is agreed that in case any structural defect or any other defect in workmanship, quality or provision of service or any other obligations of promoter as per the AGREEMENT TO SELL/lease relating to such development is brought to the notice of the promoter within a period of 5 (five) years by the allottee from the date of handing over possession or the date of obligation of the promoter to give the possession to the allottee, whichever is earlier, it shall be the duty of the promoter to rectify such defect without further charge, within thirty days, and in the event of promoters failure to rectify such defect within such time, the aggrieved allottees shall be entitled to receive appropriate compensation in the manner as provided under the act.

In this case it is important to note that there can be slight hairline cracks, due to temperature variations and heterogeneous nature of Construction for which the promoter shall not be liable as stated above in case of any other defect pointed by the allottee, the same shall be referred to a registered architect or engineer and on the basis of the report of the said architect or engineer it shall be concluded whether the defect stated by allottees falls under the provision of the act.

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

13. RIGHT TO ENTER THE APPARTMENT FOR REPAIRS:

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

14. CLUB HOUSE FACILITIES:

The Promoter has/ shall design a club house with facilities consisting of pool, health club gymnasium, etc. The club house shall be the exclusive property of the promoter and shall

not form part of common areas and facilities. Promoter shall have exclusive right to run and maintain the said club and shall be entitled to make the rules and regulations for use of club facilities and the allottee undertakes to abide by such rules and regulations. The allottee shall be entitled for only 'right to use' the Club House Facilities subject to payment of membership fees, operation charges, usage charges etc. in respect of the Club House as decided by the Promoter from time to time along with applicable taxes. The club Membership fees is part of the total price of Apartment as mentioned in clause no. 1.3 hereinabove & will become paid on the payment of the Total Price of Apartment. Any allottee being a defaulter in terms of paying membership fees or any other charges against the services availed in the club house shall not be allowed to use the services and facilities of the club house and the decision of promoter shall be final in such an event.

That the Allottee(s) hereby agrees and accepts that the promoter may on its discretion permit the use of club house to the occupants of other phases that may be developed on other part of scheduled land and allottee has no objection for the same.

That the allottee agrees that promoter shall have the absolute right to modify the areas, amenities and facilities of the Said Club.

The Allottee(s) understands and accepts that the completion and handing over possession of the apartment has no connection and correlation with the Said Club becoming operational and the Allottee(s) shall not raise any claim or objection in this regard.

15. USAGE:

Use of basement and service areas: The basement(s) and service areas, if any, as located within the **Rishita Serenity Phase-___** (project name) shall be earmarked for purposes such as parking spaces and services including but not limited to electric substation, transformer, DG set rooms, Underground water tanks, pump rooms, maintenance and service rooms, firefighting pumps and equipment(s) etc. and other permitted uses as per sanctioned plans. The allottee shall not be permitted to use the services areas and the basements in any manner whatsoever other than those earmarked as parking spaces and the same shall be reserved for use by the association of Allottee formed by the allottees for rendering maintenance services.

16. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT:

- 16.1. Subject to Para 11 above, the allottee shall, after taking possession, be solely responsible to maintain the Apartment at his/her own cost, in good repair and shall not do or suffer to be done anything or to the building, or the Apartment, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authorities or change or alter or make additions to the Apartment and keep the Apartment its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto in good and tenable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the building is not in any way damaged or jeopardized.
- 16.2. The allottee further undertakes, assures and guarantees that he/she would not put any sign-board/nameplate, neon light, publicity material or advertisement material etc. on the face

and facade of the building or anywhere on the exterior of the project, building there in or 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 carry out any change in the exterior elevation or design. Further the allottee shall not store any hazardous or combustible goods in the apartment or place any heavy material in the common passages or staircase of the building. The allottee shall also not remove any wall, including the outer and load bearing wall of the Apartment.

- 16.3. The allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the promoter and there after the association of allottees and /or maintenance agency appointed by association of allottee. The allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid condition. The allottee shall abide the guidelines/design provided by the promoter for the Installation of Air Conditioning Units.
- 16.4. The Allottee understands and agrees that all fixture and fitting including air conditioners, coolers etc. shall be installed by him at the place earmarked or approved by the Promoter/ Association of Allottees and nowhere else. Non-observance of the provisions of this clause shall entitle the Promoter or Maintenance Association, as the case may be, to enter the Unit, if necessary and remove all non-conforming fittings & fixtures at the cost and expenses of the Allottee(s).
- 16.5. The Allottee understands and agrees that the said ownership rights in the unit shall be sold to the Allottee only for the specified purpose of being used as residential flat subject to the specific condition that the Allottee shall have no right to use the unit for the business, workshop, factory, bar, gambling house/lodging house, noisy, offensive, obnoxious, immoral or for any illegal purposes. The Allottee has further specifically agreed that he shall not himself use or permit any other person to use the unit for the purpose other than that for which the unit is being sold to him. In the case of violation of this condition the Promoter/AOA shall be entitled to take steps to enforce the conditions laid down in this clause apart from their right to claim damages from the Allottee and the right to take such other action or seek such other legal remedy as the Promoter/AOA may decide for restraining the Allottee from making a use prohibited by this Agreement.
- 16.6. The Allottee shall not use the said premises for any purpose, which may or is likely to cause nuisance or annoyance to owners/occupants of other units and/or Common Area / Common Parts/ Facility in the Building.
- 16.7. The Allottee shall not do or suffer anything to be done in or about the said unit which may tend to cause damages to any Common Area/ Roads/ Streets in the Building or in any manner interfere with the use thereof or of any open space, garden/park, passage or amenities available for common use.
- 16.8. The Allottee shall not at any time demolish the structure of the said unit or any part thereof and not make or cause to be made any additions or alterations of whatever nature to the said unit or any part thereof. The allottee may, however, make suitable changes in the said unit and other internal alterations and additions as per the terms of this agreement or the maintenance agreement, as the case may be, without causing damage or harm to the main structure as well as the ceiling of said unit & architectural aspect thereof but only with the

prior approval/consent of the Promoter/AOA in writing. Provided that if any such additions or alterations, require the prior approval or permission of any municipality or any other local body or government authority, the Allottee shall not carry out such additions or alterations or erections without obtaining the prior permission or complying with such rules and regulations of such Municipal or local body or Government Authority and getting such sanction / permission on payment of fee, tax, etc.

- 16.9. That the allottee shall carry out day-to-day maintenance of the said unit and fixtures and fittings installed therein including painting, polishing of interiors, electrical fittings & maintenance, plumbing, sewer drainage, cleaning & maintenance of the said unit at its own costs without affecting and disturbing other unit holders.
- 16.10. The allottee shall comply with and carryout all the required requisitions, demands and repairs which are required by any Development Authority / Municipal Authority / Government or any other Competent Authority including Maintenance Agency in respect of the said unit, at his own cost and keep the Promoter indemnified, secured and harmless against all costs, consequences and all damages, arising on account of non-compliance with the said requisitions, demands and repairs.
- 16.11. The Allottee agrees and undertakes that he/she shall join Association of Allottees as may be formed by the Promoter on behalf of the unit holders and to pay any fees, subscription charges thereof and to complete such documentation and formalities as may be deemed necessary for this purpose.
- 16.12. The allottee agrees that if at any time under any law/order or if the promoter may think necessary to insure the title of the land/ building / apartment /project, the charges towards the same shall be paid by the allottee proportionately as may be demanded by the Promoter in future.
- 16.13. In case the Allottee wants to avail of a loan facility from any financial institution/Bank to facilitate the purchase of the Unit applied for, the Promoter shall facilitate the process subject to the following:
 - I. Any financing agreement between FI/Bank and the Allottee shall be entered into by the Allottee at its sole cost, expense, liability, risk and consequences.
 - II. The terms and conditions of financing agency shall exclusively be binding and applicable upon the Allottee(s) only.
 - III. The responsibility of getting the loan sanctioned and disbursed, in accordance with the payment schedule shall rest exclusively on the Allottee. In the event of the loan not being sanctioned or the disbursement getting delayed, the payment to the Promoter, as per the payment schedule, shall be ensured by the Allottee, failing which, the delay payment charges shall be applicable.
 - IV. In case of default in repayment of dues of the financial institution/agency by the allottee(s), the allottee authorizes the promoter to cancel the allotment of the said unit and repay the amount received till the date after deduction of booking amount, Interest on delayed payments, other charges and taxes directly to the financing institution/agency on receipt of such request from financing agency without any reference to the allottee.
- 16.14. The Allottee understands that the project comprises of open and covered parking spaces spread across the Project. For day today comfort of all residents the Promoter has earmarked

parking space for the exclusive use of each unit. Open parking will be given to residents who have not availed the option of covered parking. Further, the Allottee understands and agrees that every Allottee will be entitled to one parking duly earmarked and some units may be earmarked with more than one parking. The Allottee shall not use the Parking space for any other purpose. The Allottee agrees that the Parking Space allotted to him/her is inseparable and an integral part of the said Flat. The Allottee agrees that the Parking space allotted shall automatically be cancelled in the event of cancellation, surrender, relinquishment, and repossession etc of the said unit under any of the provisions of this Agreement.

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

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

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

18. ADDITIONAL CONSTRUCTIONS

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

19. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:

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

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

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

21. BINDING EFFECT:

Forwarding this agreement to the allottee by the promoter does not create a binding obligation on the part of the promoter or the allottee until, firstly, the allottee signs and delivers this Agreement with all the schedules along with the payment due as stipulated in the Payment plan within 30 days from the date of receipt by the allottee and secondly, appears for registration of the same before the concerned Sub register **Sarojini Nagar, Bijnoor Road, Near CRPF Camp** as and when intimated by the promoter, If the allottee(s) fails to execute and deliver to the Promoter the Agreement within 30 (thirty) days from the date of its receipt by the allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the promoter, then the promoter shall serve notice to the allottee for ratifying the default, which if not rectified within 30 days from the date of its receipt by the allottee, application of the allottee may be treated as cancelled on sole option of Allottee to continue with the Booking without execution of registered AGREEMENT TO SELL and the legal liability for execution of such registered AGREEMENT TO SELL shall vest absolutely solely on the Allottee and the Allottee shall continue payments as per Payment Schedule and shall keep the promoter indemnified for default by Allottee however if the Allottee fails to abide by the payment Schedule and is also not opting to get this ATS registered then the promoter shall be free to cancel the said booking and all sums deposited excluding taxes and booking Amount by the allottee in connection therewith including the booking amount shall be returned to the allottee without any interest or compensation whatsoever subject to provision of clause 7.5 .

22. ENTIRE AGREEMENT

This Agreement along with its schedules constitutes the entire Agreement between the Parties with respect to the subject matter thereof 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 as the case may be.

23. RIGHT TO AMEND

This agreement may only be amended through written consent of the parties.

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

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

25. WAIVER NOT A LIMITATION TO ENFORCE:

25.1 The promoter may, at its sole option and discretion, without prejudice to its rights as set out in the agreement waive the breach by the Allottee in not making payments as per the Payment Plan (Schedule C) including waiving the payment of interest for delayed payment

of interest. It is made clear so agreed by the allottee that exercise of discretion by the promoter in the case of one allottee shall not be construed to be precedent and/or binding on the promoter to exercise such discretion in the case of other allottees.

25.2 Failure on the part of parties to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provisions.

26. SEVERABILITY:

If any provision of this agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder 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 extent necessary to conform to Act or the rules and regulations made there under or the Applicable laws as the case may be and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

27. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHENEVER REFERRED TO IN THE AGREEMENT.

Whenever 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 bears to the total carpet area of all the apartments in the project.

28. 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 such transaction.

29. NOMINATION

The Allottee hereby nominates Mr/ Mrs./ Ms _____ S/D/W ofR/o aged yrs having PAN....., Aadhar No. as his/her/their nominee for the said unit. The Promoter hereby gives his consent for the above stated nomination. Further the Allottee shall be solely responsible and liable for all legal, monetary or any other consequences that may arise from such nomination. The allottee assures that the promoter shall not be liable on any account, whatsoever, in respect of any transaction between the allottee and his nominee(s). The terms and conditions of this Agreement, shall be binding upon the nominee with full force and effect and he shall be liable to make all payments as specified in this Agreement.

30. ASSIGNMENT

The Allottee shall not be entitled to get the name of his assignee(s) substituted in his place without the prior approval of the Promoter, who may, in its sole discretion, permit the same on such terms as it may deem fit. The allottee assures that the promoter shall not be liable on any account, whatsoever, in respect of any transaction between the allottee and his assignee(s). The terms and conditions of this Agreement, shall be binding upon the assignee(s) with full force and effect and he shall be liable to make all payments as specified in this Agreement. It is distinctly understood by the allottee that upon such transfer, the allottee shall no more be entitled to any privileges and facilities, if any, available in the said unit arising from the allotment of the said unit. In case the Allottee wants to transfer the rights under the Agreement to Sell after obtaining prior written consent of the Promoter to his spouse/children/parents and HUF, the Promoter shall not charge any Transfer Fee for such transfer. However, in case of transfers to others, the existing allottee of the unit shall be liable to pay Transfer Fee as made applicable by the promoter from time to time (plus GST/ Service Tax/VAT and other applicable taxes) of the unit to the Promoter for each subsequent transfer(s). The terms and conditions of this Agreement, shall be binding upon the transferee with full force and effect and he shall be liable to make all payments, as specified in the Agreement.

Further The Allottee shall be solely responsible and liable for all legal, monetary or any other consequences that may arise from such transfer/ assignment and the Promoter shall always be kept indemnified by the allottee against all consequences arising out of such assignment.

Any change in the name of the registered allottee with the Promoter shall be deemed as transfer or assignment for this purpose. Any purported assignment by the allottee in violation of terms of this Agreement shall be a default of the part of the allottee entitling the Promoter to cancel this Agreement.

The Allottee and the persons to whom the unit is sold, transferred, assigned or given possession of shall from time to time, sign all applications, papers and documents and do all acts, deeds and things as the Promoter and / or its nominee may ask it to do from time to time which are required under the Act.

- 31. INDEMNIFICATION:** The Allottee(s) shall, without prejudice to any other rights of the Promoter, agrees to indemnify and keep fully indemnified, hold harmless and defend the Promoter, from and against third party claims, demands, actions, suits, proceedings, judgments, orders, damages, costs, losses and expenses of any nature whatsoever brought against the Promoter or which the Promoter may suffer or incur due to or by reason of the Allottee(s) making, committing, causing or permitting to be made or committed any default or breach in respect of or non-observance or non-compliance with (i) any of the provisions/covenants of this Agreement and/or (ii) any representation or warranties or covenants of the Allottee(s) being false or incorrect and/or (iii) any other claim, cost or damage directly attributable to the obligations of the Allottee(s) under the Agreement or due to

failure/delay of the Allottee(s) to comply with its obligations under the applicable Central and/or State and local laws and/or of any of the provisions of this Agreement and/or (iv) termination of this Agreement by the Allottee(s) without any default/delay on the part of the Promoter and/or (v) due to failure of the Allottee(s) to execute and deliver this Agreement to the Promoter within the time prescribed in this agreement due to failure of the Allottee(s) to appear before the sub-registrar for registration of this Agreement (vii) termination of this Agreement by the Promoter due to any default/delay on the part of the Allottee(s).

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

32. PLACE OF EXECUTION

The execution of this agreement shall be complete only upon the execution by the promoter through its authorized signatory at the promoter’s office, or at some other place, which may be mutually agreed between the promoter and the allottee, in **Lucknow** after the agreement is duly executed by the allottee and the promoter.

33. NOTICES

That all notices to be served on the allottee and the promoter as contemplated by this agreement shall be deemed to have been duly served if sent to the allottee or the promoter by registered post at their respective addresses specified below:

Allottee Name:

MR./MRS./MS. _____

 _____.

M/s Rishita Developers Pvt. Ltd. Promoter name

Coronation Anand Tower, 116-117, Vibhuti Khand, Gomti Nagar, Lucknow (Promoter Address)

It shall be the duty of the allottee and the promoter to inform each other of any change in address subsequent to the execution of this agreement in the above address by registered post failing which all communications and letters posted at the above address shall be deemed to have been received by the promoter or the allottee, as the case may be.

34. JOINT ALLOTTEES.

That in case there are joint allottees all communications shall be sent by the promoter to the allottee whose name appears first and all the address given by himself which shall for all intents and purposes to consider as properly served on all the allottees.

35. SAVINGS:

Any application letter, allotment letter, agreement or any other document signed by the allottees in respect of the Apartment prior to the execution and registration of this AGREEMENT TO SELL/lease for such apartment shall not be construed to limit the rights and interest of the allottee under the AGREEMENT TO SELL/lease or under the act or the rules or the Regulations made there under.

36. GOVERNING LAW:

That the rights and obligations of the parties under or arising out of this agreement shall be construed and enforced in accordance with the act and the rules regulations made thereunder including other applicable laws of India for the time being in force.

37. DISPUTE RESOLUTIONS:

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

38. DISCLOSURE

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

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Allottee:

(1) Signature _____

Name:

MR./MRS./MS. _____

_____.

At Lucknow on.....in the presence of: -

WITNESSES:

(1) Signature _____

Name _____

Address _____

(2) Signature _____

Name _____

Address _____

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

Schedule-A
FLOOR PLAN

Schedule-B

Schedule-C

PAYMENT PLAN

Schedule-D
SPECIFICATIONS