

Agreement To Sell

This Agreement is executed on.....at Shamli, Uttar Pradesh:

Mr. SATYENDRA VERMA S/o. Late Shri Virendra Verma, resident of Guashala Road Shamli, Distt Shamli, hereinafter referred to as the **“DEVELOPER/LANDOWNER”** (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./Ms./M/s.....
(Aadhar No.).....son/daughter of.....,
aged.....,address.....
(PAN.....), AND Mr./Ms.....(AadharNo.
.....) son/daughter of....., aged.....,
residing at.....
(PAN.....)hereinafter called the **“Allottee(s)”** (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).

AND

CONFIRMING PARTY (PMC)

RISHABHNATH DEVELOPERS & BUILDERS (P) LIMITED, a company incorporated under the provisions of the Companies Act, 1956, having its registered office at 1/6138, Ground Floor, East Rohtash Nagar, Shahdara, Delhi 110032, through its director, Mr. Sandeep Kumar Jain hereinafter referred to as the **Project Management Consultant”** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns).

The Developer/Landowner, Project Management Consultant and Allottee shall hereinafter collectively be referred to as the “Parties” and individually as a “Party”.

DEFINITIONS:

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

- a) “**Act**” means the Real Estate (Regulation & Development) Act, 2016 (16 of 2016)
- b) “**Authority**” means Uttar Pradesh Real Estate Regulatory Authority [UP-RERA].
- c) “**Applicant**” means any person and shall include Individual/Firm/HUF/Company applying for booking of the Plot, whose particulars are set out in the Booking request/ Application Form and who has appended his signature in the acknowledgement of having agreed to the terms & conditions of the Booking request/ Application form. In case of more than one applicant, the other will be considered as co-applicant and prior to execution of the allotment letter they will be considered as Intending Allottee.
- d) “**Association of the Apartment Owner [A.A.O]**” means an Association which shall be duly formed, existing and registered under the Uttar Pradesh Apartment (Promotion of construction, Ownership and Maintenance) Act, 2010.
- e) “**Allottee**” means those who have executed an application for allotment over a standard format of Developer, thereafter, a particular Plot has reserved for that particular Allottee and has agreed to abide by all the terms and conditions of the Allotment Letter till the time and indenture of Conveyance Deed/Title Deed is executed in his/ its favour. In case of more than one Allottee, the other will be considered as Co-Allottee and Allottee and the Co-Allottee will have an equal share in the Plot unless otherwise specifically provided.
- f) “**Plot**” means a Plot in the project which is identified by a number and shall bear the same definition as under Section 2(e) of the Real Estate (Regulation & Development) Act, 2016.
- g) “**Application**” means a request for booking of Apartment made by the Applicant on a standard format of the Developer or in any other manner whereby such request has been made.
- h) “**Area**” means-
 - i. “*Area of land*” means total Area of land over which the project is being constructed.
 - ii. “*Common Area and facilities*” means all facilities (whichever are specifically applicable to the subject project) to be used by all the Allottee, such as overhead tanks, electric sub-station, Control panel room, installation area of transformer, guard towers, entrance and exit of the complex, water supply, treatment plants, pump house, sewerage systems and STP, rain water harvesting systems etc.
 - iii. “*Independent Area*” mean the Areas which are not included as common areas for common use of Allottee and may be sold by the Developer without the interference of other Plot owner.
 - iv. “*Earnest Money*” shall mean 10 % of the Total Price of the Plot which is the booking amount paid/to be paid by the Allottee(s)
- i) “*Force Majeure Clause*” means any event or combination of events or circumstances beyond the control of the Developer which cannot (a) by the exercise of reasonable diligence, or (b) despite the adoption of reasonable precaution and/or alternative

measures, be prevented, or caused to be prevented, and which adversely affects the Developer's ability to perform obligations under this agreement, which shall include but not be limited to:

- i. Acts of God i.e. fire, drought, flood, earthquake, epidemics, natural disasters, pandemic etc.
 - ii. Explosions or accidents, air crashes and shipwrecks, act of terrorism.
 - iii. Strikes or lockouts, industrial dispute.
 - iv. Non availability of cement, steel or other construction material due to strikes of manufacturers, suppliers, transporters or other intermediaries or due to any reason whatsoever.
 - v. War and hostilities of war, riots, bandh, act of terrorism or civil commotion.
 - vi. The promulgation of or amendment in any law, rules or regulation or the issue of any injunction order by court or direction from any government authority that prevents or restricts the party/Developer from complying with any other authority or if any competent authority(ies) refuses, delays, withholds, denies the grant of necessary approvals for the said Complex/Said Building or if any matters, issues relating to such approvals, permissions, notices, notifications by the competent authority(ies) become subject matter of any suit/writ before a competent court or any other Quasi Judicial Body or for any other reason whatsoever.
 - vii. In case of any litigation initiated by the Allottee or Group of Allottees/ AAo and the matters remains pending before any Court/Authority/Tribunal/Judicial Body for more than 3 months which may affect the day to day working of the Developer, for any reason whatsoever.
- j) **"DEVELOPER/LANDOWNER"** shall mean "Mr. Satyendra Verma".
- k) **"Project Management Consultant [PMC]"** shall mean Rishabh Nath Developers & Builders (P) Limited, a company incorporated under the provisions of the Companies Act, 1956."
- l) **"MDA"** means Muzaffarnagar Development Authority, and herein also referred as 'Authority'
- m) **"Government"** means the Government of Uttar Pradesh
- n) **"Layout and Plans"** means the Architectural Drawing of project comprising of whole planning of constructions, open areas and drawings of particular block, floor and a particular Apartment.
- o) **"Maintenance Charges"** means the charges to be paid by the Allottee/owner for the maintenance and upkeep of the said Project as per the maintenance agreement with the Developer or to the Maintenance Agency at prescribed rates on the area of the said Plot.
- p) **"Payment Plans"** means the mode of payment towards the captioned booking of Plots having mode, intervals and the time frame for the payments which is also prescribed in the price list of the project.
- q) **"Project"** means the residential project named as **"GREENWOOD ESTATE"** ", being promoted by the Developer and to be built on Land measuring 51,930 Sq.

Meters at Khasra No. 1678, 1679, 1680, 1688, 1690, 1691D, 1692M, 1693, 1694, 1695, 1696, 1697 situated in village Shamli, Pargna Shamli, Tehsil and District Shamli, Uttar Pradesh and bearing RERA Registration Number_____.

- r) **“Promoter”** shall mean to include any person defined as a promoter under Section 2(zk) of the Act which shall mean the Developer/Landowner as a Promoter
- s) **“Rules”** mean the Real Estate (Regulation and Development) Rules, 2016.
- t) **“Section”** means a section of the Act.
- u) **“Taxes”** means shall mean present and future taxes and levies/notified by the authorities, Central/ State Governments and recoverable from Allottee.
- v) **“Plot”** means a residential plots identified by a specific number allotted to the Allottee and a subject matter of the present Agreement and described under **Schedule – A** hereto.

WHEREAS:

- A) **WHEREAS**, the Developer is the recorded owner of land admeasuring 64,520 Sq. Meters forming part of the Land under Khasra No: 1673, 1675, 1676, 1677U, 1678, 1679, 1680, 1688, 1689, 1690, 1691D, 1692M, 1693, 1694, 1695, 1696, 1697 situated at village Shamli, Pargna Shamli, Tehsil and District Shamli, Uttar Pradesh.
- B) That the Developer/Landowner and the Project Management Consultant have signed and entered into an Agreement towards Development of the subject residential project and as per the said Agreement the Developer/Landowner has appointed the Project Management Consultant as an exclusive Project Management Consultant for undertaking and completing the construction and development of the subject Residential Project.
- C) The Developer/Landowner is fully competent to enter into those Agreement and all the legal formalities with respect to the right, title and interest regarding the Project land is to be constructed have been completed.
- D) The Developer/Landowner has obtained the layout plan, sanctioned plan, specifications all necessary approvals for the project, as the case may be, from Authority. The Developer/Landowner agrees and undertakes that it shall be not make any changes to these approved plans except in strict compliance with section 14 of the Act and the other laws as applicable.
- E) The Developer/Landowner has got the Project registered under the provisions of the Act with the Uttar Pradesh Real Estate Regulatory Authority on under registration No.
- F) The allottee had applied for allotment of a Plot in the project vide application No..... dated..... and has been allotted Plot No.....having area of.....square meters (.....square yard) in the project Greenwood Estate, more fully described in **“Schedule–A”** to the present Agreement.

- 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 all the laws, rules , regulations , notification etc. applicable to the project;
- I) In accordance with the terms and conditions set out in this agreement and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all the applicable laws, and 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 Developer hereby agrees to sell and the allottee hereby agrees to purchase the Plot.

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

1. TERMS:

1.1.1 Subject to the terms and conditions as detailed in this agreement, the Developer agrees to Allot to the Allottee and the allottee hereby agrees to avail the allotment of the Plot.

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

1.2 The total consideration of the Plot based on the Area is Rs.....(Rupees.....only ("Total Price"))

Plot/ Plot No.....

Impendent Area (in Sq. Mtrs).....

Agreed Price (Per Sq. Mtrs.).....

Total Price.....

Explanation:

1. The Total Price above includes the booking amount paid by the Allottee to the Developer towards the Plot;
2. The Total Price above are exclusive of the prevailing Taxes and are up to the date of handing over the possession of the Plot 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/ deemed completion, as the case may be:

Provided that in case there is any change / modification in the taxes after the execution of the present agreement, the taxes shall be levied and be payable at the prevailing rate only.

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;

3. The Developer shall periodically/as per the payment plan intimate in writing to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment demanded by the Developer within the time and in the manner specified therein. In addition, the Developer shall provide to the Allottee the details of the taxes and EDC paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;
 4. The Total Price of Plot includes, construction of not only the Plot but also the Common Areas, internal development charges, external development charges, taxes, electrical connectivity at the closest point of supply, water line and sewerage, and includes cost for providing all other agreed facilities, amenities and specifications to be provided in the Project, if any.
 5. The Developer is entitled to float any promotional scheme with regard to the Allotment of the Plots to the prospective allottee(s) and / or also for the Plots already allotted and the subscription to the said promotional schemes shall be purely discretionary at the option of the Allottee(s)/ prospective Allottee(s), however, the any benefit there under shall only be subject to timely payment being made as per the covenants of the present agreement.
- 1.3 The Total Price is escalation-free, save and except the 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 Developer undertakes and agrees that while raising a demand on the Allottee for increase in development fee, cost/charges imposed by the competent authorities, the Developer 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 time under extension of registration, if any, granted to the said Project by the Authority, as per the Act, the same shall not be charged from the Allottee.
- 1.4 The Allottee(s) shall make the payment as per the payment plan set out in **Schedule – B** hereto ("Payment Plan").
- 1.5 It is agreed that the Developer shall not make any additions and alterations in the sanctioned plans, layout plans and specifications described herein at **Schedule "C"** in respect of the Plot without the previous written consent of the Allottee as this allotment is provisional.
- 1.6 The Developer shall confirm the final area of the subject Plot after the Development of the Project is complete and the completion certificate/occupancy certificate (as applicable) is granted by the competent authority, by furnishing details of the changes, if any. The total price payable for the new area shall be

recalculated upon confirmation by the Developer. If there is reduction area then the Developer shall refund the excess money paid by Allottee within forty-five days. If there is any increase in the area, which is not more than three percent of the area, allotted to Allottee, the Developer may demand that from the Allottee as per the next milestone of the Payment Plan as provided in Schedule-B. All these monetary adjustments shall be made at the same rate per square meter as agreed in para 1.2 of this Agreement.

1.7 Subject to Para 9.3 the Developer agrees and acknowledges, the Allottee shall have the right to the Plot as mentioned below-

i. The Allottee shall have undivided proportionate share in the Common Areas of the Project. Since the share/interest of Allottee in the Common Areas of the project is undivided and cannot be divided or separated, the Allottee shall use the Common Areas of the project along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them.

ii. The Allottee has the right to visit the Project site to assess the extent of development of the Project and his Plot, as the case may be. On prior approval of the developer.

1.8 It is made clear by the Developer and the Allottee agrees that the Plot shall be treated as a single indivisible Plot for all purposes. It is agreed that the Project is an independent project under RERA.

1.9 The Developer agrees to pay all outgoings before transferring the physical possession of the Plot to the Allottees, which it has collected from the Allottees, for the payment of outgoings (including land cost, municipal or other local taxes, charges for water or electricity, and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the Project). If Developer fails to pay all or any of the outgoings collected by it from the Allottees or any liability, mortgage loan and interest thereon before transferring the Plot to the Allottees, the Developer agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable.

1.10 The Allottee has paid a sum of Rs.....(Rupees.....only) as booking amount being part payment towards the Total Price of the Plot at the time of application the receipt of which the Developer hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the as prescribed in the Payment Plan annexed as a Schedule as may be demanded by the Developer on time and in the manner specified therein:

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 Developer abiding by the construction milestones, the Allottee shall make all payments, on written

demand by the Developer, within the stipulated time as mentioned in the Payment Plan [Schedule-B] through A/c Payee cheque/demand draft/bankers cheque or online payment (as applicable) in favour of 'GREENWOOD ESTATE' payable at par.

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 Developer with such permission, approvals which would enable the Developer 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 Developer accepts no responsibility in regard to matters specified in Para 3.1 above. The Allottee shall keep the Developer 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 Developer immediately and comply with necessary formalities, if any, under the applicable laws. The Developer 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 Developer shall be issuing the payment receipts in favour of the Allottee only.

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS: The Allottee authorizes the Developer to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding of the Allottee against the Plot, if any, in his/her name and the Allottee undertakes not to object/demand/direct the Developer to adjust his payments in any manner.

5. TIME IS ESSENCE: The Developer 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 Plot to the Allottee and the Common Areas to the association of Allottees or the competent authority, as the case may be in terms of the present agreement. Similarly, the Allottee shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement as provided in Schedule B ("Payment Plan"). It is agreed by the Allottee that all benefits under the present Agreement are only subject to sufficiency and timely payments being made by him as per the present contractual terms.

6. CONSTRUCTION OF THE PROJECT: The Allottee has seen the proposed layout plan, specifications etc. and accepted the Location plan, payment plan and the specifications, amenities and facilities [annexed along with this Agreement] which has been approved by the competent authority, as represented by the Developer. The Developer shall develop the Project in accordance with the said layout plans and specifications, amenities and facilities. Subject to the terms in this Agreement, the Developer undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws.

7. POSSESSION OF THE PLOT:

7.1 Schedule for possession of the said Plot - The Developer agrees and understands that timely delivery of possession of the plot/Plot to the Allottee and the Common Areas to the association of Allottees or the competent authority, as the case may be, is the essence of the Agreement. The Developer, subject to other terms & conditions of the present agreement and the mutual covenants, assures to hand over possession of the Plot along with ready and complete Common Areas with all specifications, amenities and facilities of the Project in place on, unless there is delay or failure due to war, pandemic, 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 Developer shall be entitled to the extension of time for delivery of possession of the Plot:

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 Developer to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Developer shall refund to the Allottee the entire amount received by the Developer from the allotment within 180 days from that date. The Developer shall intimate the Allottee about such termination at least thirty days prior to such termination. After refund of the money paid by the Allottee, the Allottee agrees that he/she shall not have any rights, claims etc. against the Developer and that the Developer shall be released and discharged from all its obligations and liabilities under this Agreement. In case the project is developed in phases, it will be the duty of the Developer 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 Developer shall not charge more than the normal maintenance charges from the allottees.

7.2 Procedure for taking possession - The Developer, upon obtaining the completion certificate/occupancy certificate (as applicable) from the competent authority shall offer in writing the possession of the Plot to the Allottee, subject to the terms of this Agreement, to be taken within two months from the date of issue of completion certificate/occupancy certificate (as applicable). The Allottee further understands and agrees that in view of the notification issued by the Authority on deemed completion, the Developer shall be entitled to offer the possession of the Plot upon deemed completion of the project and the Allottee accordingly shall be and remain fully bound by the same and shall obtain the possession of the Plot on the basis of deemed completion itself and such offer for possession shall be taken to be also fulfillment of

the obligation of the Developer as required under the Act, Rules and the terms of the present agreement. It is further provided that, in the absence of Applicable Law , however, subject to the approval of the MDA(if required), a registered Sale deed in favour of the Allottee shall be carried out by the Developer within 30 days from the date of issue of completion certificate/occupancy certificate (as applicable)] by the Authority. The Developer agrees and undertakes to indemnify the Allottee in case of any deliberate failure of fulfillment of any of the provisions, formalities, documentation on part of the Developer. Needless to mention that upon application of the Developer any delay in grant of completion certificate/occupancy certificate by the Authority shall not be deemed to be non-compliance or failure of the Developer and waives his right towards claiming any compensation on account of the same. The Allottee, after taking possession, agrees to pay the maintenance charges @35 per sqm determined by the Developer after the issuance of the completion certificate/occupancy certificate/ deemed completion (as applicable) for the Project.

- 7.3 Failure of Allottee to take Possession of Plot - Upon receiving a written intimation from the Developer as per Para 7.2, the Allottee shall take possession of the Plot from the Developer by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Developer shall give possession of the Plot to the Allottee. In case the Allottee fails to take possession within the time provided in Para 7.2, such Allottee shall be liable to pay to the Developer holding charges at the rate of Rs. 375/- per month per sqm of area of the Plot for the period beyond 30 days till actual date of possession in addition to maintenance charges as specified in Para 7.2
- 7.4 Possession by the Allottee - After obtaining the completion certificate/occupancy certificate/ deemed completion (as applicable) and handing over physical possession of the Plot to all the Allottees, it shall be the responsibility of the Developer to hand over the necessary documents and plans, including Common Areas, to the association of Allottees or the competent authority, as the case may be, as per the Applicable Law: [Provided that, in the absence of any Applicable Law the Developer shall handover the necessary documents and plans, including Common Areas, to the association of Allottees or the competent authority, as the case may be, within thirty days after obtaining the completion certificate/occupancy certificate (as applicable)].
- 7.5 Cancellation by Allottee — The Allottee shall have the right to cancel/withdraw his allotment in the Project as provided in the Act: Provided that where the Allottee proposes to cancel/withdraw from the Project without any fault of the Developer , the Developer herein is entitled to forfeit the entire booking amount paid for the allotment. The Developer shall return 50% (fifty percent) of the balance amount of money paid by the allottee within 45 (forty five) days of such cancellation / withdrawal and the remaining 50% (fifty percent) of the balance amount on re-allotment of the apartment / plot or at the end of one year from the date of cancellation / withdrawal by the allottee, whichever is earlier. The Developer shall inform the previous allottee the date of re-allotment of the said plot and also display this information on the official website of UP RERA on the date of re-allotment.
- 7.6 Compensation — The Developer 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 Developer fails to complete or is unable to give possession of the Plot (i) in accordance with the terms of this Agreement, duly completed by the date specified in Para 7.1; or (i) 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 Developer shall be liable, on demand to the Allottees, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Plot, with interest at the rate prescribed in the Rules or as being directed to be paid by the Authority 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 Developer shall pay the Allottee interest at the rate prescribed in the Rules for every month of delay or as being directed to be paid by the Authority, till the handing over of the possession of the Plot, which shall be paid by the Developer to the Allottee within forty-five days of it becoming due.

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER: The Developer hereby represents and warrants to the Allottee as follows:

- i. The [Developer] is absolute owner and have rights with respect to the said Land; the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;
- ii. The Developer has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- iii. There are no litigations pending before any Court of law or Authority with respect to the said Land, Project or the Plot;
- iv. All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Plot are valid and subsisting and have been obtained by following due process of law. Further, the Developer has been and shall, at all times, remain to be in compliance with all Applicable Law in relation to the Project, said Land, Building and Plot and Common Areas;
- v. The Developer has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- vi. The Developer has not entered into any agreement for sale/lease and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Land (including the Project and the said Plot) which shall in any manner affect the rights of Allottee under this Agreement;
- vii. The Developer confirms that it is not restricted in any manner whatsoever from executing the present agreement with the Allottee in the manner contemplated in this Agreement. Needless to state that in the event any specific approval / sanction shall be required from the MDA, the same shall be reasonably availed by the Developer;

- viii. 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;
- ix. The Developer is obligated to pay and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities till the completion certificate/occupancy certificate/ deemed completion (as applicable) has been issued and possession of apartment, plot or building, as the case may be, along with Common Areas (equipped with all the specifications, amenities and facilities) has been handed over to the Allottee or the competent authority, as the case may be;
- x. 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 Developer in respect of the said Land and/or the Project.

9. EVENTS OF DEFAULTS AND CONSEQUENCES:

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

- 9.1.1 Developer fails to provide ready to move in possession of the Plot 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 Plot 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/ deemed completion, as the case may be, has been issued by the competent authority;
- 9.1.2 Discontinuance of the Developer'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 thereunder.

9.2 In case of Default by Developer under the conditions listed above a non-defaulting Allottee is entitled to the following:

- 9.2.1 Stop making further payments to Developer as demanded by it. If the Allottee stops making payments, the Developer 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
- 9.2.2 Subject to reasonable time (minimum 6 months) and opportunity being granted to the Developer towards the correction of the situation by the Developer under the aforementioned clause, the Allottee shall have the option of terminating the Agreement in which case the Developer shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the Plot (except 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 forty-five days of receiving the termination notice:

Provided that where an Allottee does not intend to withdraw from the Project or terminate the Agreement, he shall be paid, by the Developer, interest at the rate equal to MCLR (Marginal Cost of Lending Rate) on home loan of State Bank of India +1%, for every month of delay till the handing over of the possession of the Plot, which shall be paid by the Developer to the Allottee within forty-five days of it becoming due.

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

9.3.1 In case the Allottee despite having been issued notice in that regard fails to make payments for 2 (two) -consecutive demands made by the Developer as per the Payment Plan annexed hereto and on account of which the Allottee shall be liable to pay interest to the Developer on the unpaid amount at the rate equal to MCLR (Marginal Cost of Lending Rate) on home loan of State Bank of India +1% per month unless provided otherwise under the Rules. The Developer must not be in default to take this benefit;

9.3.2 In case of Default by Allottee under the condition listed above continues for a period beyond 30 days after notice from the Developer in this regard, the Developer may cancel the allotment of the Plot in favour of the Allottee and refund the money paid to him by the Allottee by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated. The Developer must not be in default to take this benefit; Provided that the Developer shall intimate the Allottee about such termination at least thirty days prior to such termination.

10. CONVEYANCE OF THE SAID PLOT: The Developer , on receipt of Total consideration of the Plot as per Para 1.2 under the Agreement from the Allottee, shall execute a registered Sale deed of the Plot together with proportionate indivisible share in the Common Areas within 30 days from the date of issuance of the completion certificate and the occupancy certificate/ deemed completion as the case may be, to the Allottee:

[Provided that, in the absence of Applicable Law, the registered Sale deed in favour of the Allottee shall be executed by the Developer within 30 days from the date of issue of completion certificate/occupancy certificate (as applicable)/ deemed completion]. 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 Developer to withhold registration (maximum for 30 days) of the conveyance deed in his/her favour till payment of stamp duty and registration charges to the Developer is made by the Allottee. Developer has right to charge holding charges as per clause no. 7.3.

11. MAINTENANCE OF THE PROJECT: The Developer shall be responsible to Provide and maintain essential services in the Project till the taking over of the Project by the association of Allottees upon the issuance of the completion certificate/ deemed completion of the project. The cost of such maintenance for 1 (one) year from the date of

completion certificate / deemed completion of the project has been included in Price of the Plot.

However if the Association of Allottees is not formed within 1 year of completion certificate / deemed completion of the project, the Developer will be entitled to collect from the Allottees amount equal to the amount of maintenance charges +10% in lieu of price escalation for the purpose of the maintenance for next 1 year and so on. The Developer will pay the balance amount available with him against the maintenance charge to Association of Allottees once it is formed.

- 12. RIGHT TO ENTER THE PLOT FOR REPAIRS:** The Developer /maintenance agency shall have rights of unrestricted access of all Common Areas, and parking spaces for providing necessary maintenance services and the Allottee agrees to permit the maintenance agency to enter into the Plot 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.

13. GENERAL COMPLIANCE WITH RESPECT TO THE PLOT:

Subject to Para 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the Plot at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Plot, or the common areas, passages, corridors or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Plot and keep the Plot, 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 Plot is not in any way damaged or jeopardized.

14.1 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 / facade of the Plot or anywhere in the Common Areas of the project. The Allottees shall also not change the colour scheme of the outer walls or painting of the exterior side of the Plot or carry out any change in the exterior elevation or design of the Plot. Further the Allottee shall not store any hazardous or combustible goods in the Plot. The Allottee shall also not remove any wall, including the outer and load bearing wall of the Plot and any such removal shall be carried at the sole risk and consequences of the allottee and any alterations made contrary to the covenants of the present clause shall release the Developer of its obligations under clause 12.

14.2 The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Developer and thereafter the association of Allottees and/or maintenance agency appointed by association of Allottees shall be responsible towards it. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

- 15 COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES:** The Parties are entering into this Agreement for the allotment of a Plot with the full knowledge of all laws, rules, regulations, notifications applicable to the Project.
- 16 ADDITIONAL CONSTRUCTIONS:** The Developer undertakes that it has no right to make additions or to put up additional structure(s) in the Plot or 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. Any failure to adhere to such terms shall release the Developer of its corresponding obligations under the present agreement.
- 17 DEVELOPER SHALL NOT MORTGAGE OR CREATE A CHARGE:** After the Developer executes this Agreement he shall not mortgage or create a charge on the Plot and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such Plot.
- 18 U.P. APARTMENT (PROMOTION OF CONSTRUCTION, OWNERSHIP AND MAINTENANCE OWNERSHIP ACT 2010:** The Developer has assured the Allottees that the Project in its entirety is in accordance with the provisions of the U.P (Promotion of Construction, Ownership and Maintenance) Act, 2010. The Developer showing compliance of as applicable in Uttar Pradesh.
- 19 BINDING EFFECT:** Forwarding this Agreement to the Allottee by the Developer does not create a binding obligation on the part of the Developer or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee. If the Allottee(s) fails to execute and deliver to the Developer this Agreement within 30 (thirty) days from the date of its receipt by the Allottee, then the Developer 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, subject to such deductions as may be levied by the Developer , without any interest or compensation whatsoever.
- 20 ENTIRE AGREEMENT:** This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Plot/building, as the case may be.
- 21 RIGHT TO AMEND:** This Agreement may only be amended through written consent of the Parties.
- 22 PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE / SUBSEQUENT ALLOTTEES:** It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Plot and the Project shall equally be applicable to and

enforceable against and by any subsequent Allottees of the Plot, in case of a transfer, as the said obligations go along with the Plot for all intents and purposes.

23 WAIVER NOT A LIMITATION TO ENFORCE:

- a. The Developer may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee in not making payments as per the Payment Plan [Schedule - B] 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 Developer in the case of one Allottee shall not be construed to be a precedent and /or binding on the Developer to exercise such discretion in the case of other Allottees.
- b. Failure on the part of the 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 provision.

24 SEVERABILITY: If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made there under or under other Applicable Laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made there under or the Applicable Laws, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

25 METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT: Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in Project, the same shall be the proportion which the area of the Plot bears to the total area of all the Plots in the Project.

26 BREACH OF THE TERMS: The Allottee agree except where the breach of the terms of the present agreement have been specifically waived or condoned by levy of fine / penalty, the breach of the terms (except where specific consequential provisions are contained in the present agreement) shall disentitle the Allottee or any other person in use / enjoyment of the Plot from availing the possession of the Plot (or may permit the Developer to suspend the operations & use thereof) and/ or may also lead to the cancellation of the Plot allotted by the Developer .

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

28 PLACE OF EXECUTION: The execution of this Agreement shall be complete only upon its execution by the Developer's through its authorized signatory at the Developer's Office, or at some other place, which may be mutually agreed between the Developer and the Allottee after the Agreement is duly executed by the Allottee and the Developer

- 29 NOTICES:** That all notices to be served on the Allottee and the Developer as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Developer by Registered Post at their respective addresses specified below and / or served through email at the addresses mentioned below:

Name of Allottee.....

Email:

Developer: Mr. SATYENDRA VERMA

S T Road Shamli Distt. Shamli (UP)

Email: mail@greenwoodestate.in

Project Management Consultant: RISHABHNATH DEVELOPERS AND BUILDERS
PRIVATE LIMITED

Email: admin@rishabhmath.in

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

- 30 JOINT ALLOTTEES:** That in case there are Joint Allottees all communications shall be sent by the Developer to the Allottee whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Allottees.
- 31 SAVINGS:** Any application letter, allotment letter, agreement, or any other document signed by the Allottee, in respect of the plot prior to the execution of this Agreement shall not be construed to limit the rights and interests of the Allottee under this Agreement or under the Act or the Rules or the Regulations made there under.
- 32 GOVERNING LAW:** That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the Act and the Rules and Regulations made there under including other Applicable Laws of India for the time being in force.
- 33 DISPUTE RESOLUTION:** All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled as the case may be through the Authority or Adjudicating Officer appointed under the Act.
- 34 IN WITNESS WHEREOF** parties hereinabove named have set their respective hands and signed this Allotment Agreement at Shamli, Uttar Pradesh in the presence of attesting witness, signing as such on the day first above written.

SCHEDULE 'A'

PLEASE INSERT DESCRIPTION OF THE PLOT ALONG WITH BOUNDARIES IN
ALL FOUR DIRECTIONS

SCHEDULE 'B'

PAYMENT PLAN

DOWN PAYMENT PLAN WITH 10 % REBATE

ON APPLICATION FOR BOOKING	10%
WITHIN 30 DAYS OF BOOKING	75% OF TOTAL PRICE (+PLC, +EDC)
ON OFFER OF POSSESSION	5% OF TOTAL PRICE, STAMP DUTY, TAXES & REGISTRATION CHARGES AND OTHERS

TIME LINKED PLAN

ON APPLICATION FOR BOOKING	10%
WITHIN 30 DAYS OF BOOKING	30% (+PLC, +EDC)
WITHIN 60 DAYS OF BOOKING	30%
WITHIN 90 DAYS OF BOOKING	25%
ON OFFER OF POSSESSION	5% OF TOTAL PRICE, STAMP DUTY, TAXES & REGISTRATION CHARGES AND OTHER CHARGES

CONSTRUCTION LINKED PLAN

ON BOOKING	10%
AFTER 30 DAYS	15% (+PLC, +EDC)
AFTER 60 DAYS	10%
ON START OF CLUB	20%
ON START OF LAYING SEWER & WATER	20%
ON START OF ROAD	10%
ON START OF ELECTRICAL WORK	10%
ON OFFER OF POSSESSION	5% OF TOTAL PRICE, STAMP DUTY, TAXES & REGISTRATION CHARGES AND OTHER CHARGES

NOTES:-

1. Stamp duty / registration charges / administration charges shall be payable along with the last instalment as applicable.
2. Prices and payment plan indicates above are applicable as on date of acceptance of the application by the Developer and are subject of revision at the sole discretion of the Developer.
3. GST and other taxes as applicable, would be payable by the customer as per demand.
4. The terms and conditions started herein are merely indicative with a view to acquaint the applicant and are not exhaustive. For detail T&C please refer to application form.

SCHEDULE 'C'

SPECIFICATIONS, AMENITIES, FACILITIES

S.NO	ITEM	SPECIFICATION
1.	Roads	Water Bound Macadam road with Bituminous carpeting 25 mm thick for internal roads and 50 mm thick for main arterial roads
2.	Horticulture	a. Road side tree plantation b. Development of parks
3.	Water Supply	a. RCC Overhead tank b. Staging height as designed c. Underground water tank of designed capacity d. Pump house
4.	Sewerage	a. Sewerage disposal with pipes of designed diameter b. Intermediate manholes c. Disposal system connecting to the main sewer or alternatively, sewage treatment plant
5.	Electricity	a. Underground cabling b. Street lighting pole stub lights/any other fittings as designed
6.	Storm Water Drain	Underground storm water drain using RCC pipes
7.	Road Furniture	RCC road indicator painted with luminous paint Signage Colony Map in RCC pedestal with adequate lighting.
8.	Plot Indicator	Boundary Stone, Plot Indicator Board

DEVELOPER

PMC

BUYER

ENDORSEMENT

I/We, hereby assign all the
Rights and liabilities under
this Agreement In favour of:

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ASSIGNOR

I/We, hereby accept all
the rights & liabilities under
this Agreement in favour of:

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ASSIGNEE

The above Assignment is hereby confirmed.

For Greenwood Estate

Authorised Signatory

Date:

ENDORSEMENT

I/We, hereby assign all the
Rights and liabilities under
this Agreement In favour of:

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ASSIGNOR

I/We, hereby accept all
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For Greenwood Estate

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ASSIGNEE

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For Greenwood Estate

Authorised Signatory

Date: