

AGREEMENT FOR SALE

This Agreement for Sale ("Agreement") executed on this -----day of, ----- 2026.

BY AND BETWEEN

M/s SRSD Infrastructure Ventures LLP, (CIN No. _____), (PAN: _____), a company incorporated under the provisions of the Limited Liability Partnership Act, 2008, having its registered office at A-15, 4th Floor, Sector 136, Noida, Gautam Buddha Nagar, Uttar Pradesh 201305, represented by its authorized director / signatory Shri _____ authorized vide board resolution dated _____ (hereinafter referred to as the “Developer”, which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns) of the First Part.

AND

[If the Allottee is a company]

-----NA-----, (CIN No. _NA) a company incorporated under the provisions of the companies Act, [1956 or 2013, as the case may be], having its registered office at -----NA-----,(PAN NA) represented by its authorized signatory NA _ (Aadhar No.) duly authorized vide board resolution dated NA_ , hereinafter referred to as the “Allottee”, (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor- in-interest, and permitted assigns), the party of the Second Part

[OR]

[If the Allottee is a Limited Liability Partnership Firm]

-----NA-----, (LLP ID No) a limited liability partnership firm, having its principal place of business at -----NA-----, (PAN NA), represented by / acting through its authorized / designated partner, Shri NA (Aadhar No.) authorized vide Resolution passed in the meeting of its partners held on NA_ , hereinafter referred to as the “Allottee” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its partners or partner for the time being of the said firm, the survivor or survivors of them and their respective heirs, executors and administrators of the last surviving partner and his / her / their assigns), the party of the Second Part

[OR]

[If the Allottee is a Partnership Firm]

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

[OR]

[If the Allottee is an Individual(s)]

_____NA_____ (Aadhar No. _____), aged _____yrs., residing at
_____(PAN _____)

_____NA_____ (Aadhar No. _____), aged _____yrs., residing at
_____(PAN _____)

_____NA_____ (Aadhar No. _____), aged _____yrs., residing at
_____(PAN _____)

_____NA_____ (Aadhar No. _____), aged _____yrs., residing at
_____(PAN _____)

hereinafter called the “Allottee (s)”, singly / jointly, as the case may be, (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his / her / their respective heirs, executors, administrators, successors-in-interest and permitted assigns) , the party of the Second Part.

[OR]

[If the Allottee is a HUF]

-----NA-----, (Aadhar No. NA _) son of _ aged about _ yrs for Self and as the Karta of the Hindu Joint Mitakshara Family known as HUF, having its place of business / residence at -----NA , (PAN NA), hereinafter referred to as the “Allottee” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the members or member for the time being of the said HUF, and their respective heirs, executors, administrators and permitted assigns) , the party of the Second Part.

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

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

DEFINITIONS:

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

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

WHEREAS:

IN RESPECT OF

- A. The Developer is the absolute and lawful owner of Plot No. GH-2 C, Oakwood Enclave, Sector-01 total admeasuring 23649.85 square meters situated at Wave City, NH-24, Ghaziabad, , under the name and style of "OYSTER WALK" in Tehsil & District Ghaziabad, Uttar Pradesh ("Said land") vide sale/lease deed(s) dated 11.06.2025 registered in the office of *Sub-registrar, Ghaziabad on 11.06.2025 in Book No. 1, Volume No. 44428 on Pages 201 to 240 Dated: 11.06.2025.*
- B. The said Land is earmarked for the purpose of building a residential project comprising five (5) Towers multistoried apartment buildings and the said project shall be known as OYSTER WALK ("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 Ghaziabad Development Authority has granted the commencement certificate to develop the Project vide approval dated 28.01.2026 bearing Registration No. GDA/BP/25-26/0555.
- E. The Developer has obtained the layout plan, sanction plan, specifications and all necessary permissions and approvals from the authorities concerned for the development of the Project on the Said Plot, as uploaded in the RERA website. 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.
- F. The Developer has registered the Project under the provisions of the Act with the UP RERA Authority, having Registration No. _____ dated _____.
- G. The Allottee has applied for an apartment in the project vide application number Dated..... has been allotted apartment no. having carpet area of Square meters (..... square feet), type on floor in (tower /block/building) along with garage/covered parking No..... admeasuring square meters (.....Square feet) in the As permissible under the applicable law and of pro rata share in the common area (Common Areas) as defined under clause (d) of Rule 1 of U.P. Real Estate (Regulation and Development) Rule, 2016 and deed of declaration submitted before the concerned authority (herein referred to the Apartment more particularly described in Schedule A and the floor plan of the apartment is annexed hereto and marked as Schedule...)
- GG. The Allottee has been allocated Slot No..... in the open parking area free of cost to be ratified by resident welfare Association.
- H. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein.
- I.
- J. The Parties hereby confirm that they are executing this Agreement with full knowledge of all the laws, rules, regulations, notifications etc. applicable in the State of Uttar Pradesh and related

to the Project.

- K. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter this Agreement on the terms and conditions appearing hereinafter.
- L. In accordance with the terms and conditions set-out in this Agreement and as mutually agreed upon by and between the Parties, the Developer hereby agrees to sell and the Allottee hereby agrees to purchase the Unit and covered parking 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:	
1.1.1	Subject to the terms and conditions as detailed in this Agreement, the Developer agrees to sell to the Allottee and the Allottee hereby agrees to purchase the Apartment as specified in Para.....	
1.1.2	Both the Parties confirm that they have read and understood the provisions of Section-14 of the Act.	
1.2	The Total price for the Apartment / Unit / Commercial Space based on the carpet area is Rs. [•] / - (No Rupees Only) (“ Total Price ”)	
	Rate of Apartment Rs. Per Square meter/ (Rs. Per square foot)	
	Block / Building / Tower	
	Apartment no / unit no	
	Type	
	Floor	
	Carpet Area	
	Total Price in Rupees	
	Parking	— ———
		Garage/ Covered Parking-1
	Garage/ Covered Parking-2	Price 2

	Total Price in Rupees	
	<p>* The above amount of GST is being calculated on effective rate of 5%, which may increase or decrease as per government policy.</p> <p># Other than above Electric Meter Connection Charges, Water & Sewerage Charge, IGL Connection Charges or any another government levies shall be paid by the Allottee on demand.</p>	
Explanation:		
(i)	The Total Price above includes the Booking Amount paid by the Allottee to the Developer towards the Apartment;	
(ii)	<p>The Total Price above includes Taxes (consisting of tax paid or payable by the Developer by way of GST and other taxes which may be levied, in connection with the construction of the Project payable by the Developer, by whatever name called) up to the date of offer of handing over of the possession of the Apartment to the Allottee, after obtaining the occupancy certificate / part occupancy certificate:</p> <p>Provided that in case there is any change / modification in the tax, the subsequent amount payable by the Allottee to the Developer shall be increased / reduced based on such change / modification.</p> <p>Provided further that if there is any increase in the taxes, charges, fees, levies etc., 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.</p>	
(iii)	The Developer 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 Developer within the time and in the manner specified therein. In addition, the Developer shall provide to the Allottee the details of the taxes, charges, fees, levies etc., paid or demanded along with the acts / rules / notifications together with dates from which such taxes, charges, fees, levies etc. have been imposed or become effective;	
(iv)	The Total Price of Apartment includes recovery of price of land, construction of not only the Apartment but also the Common Areas, internal development charges, taxes, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and fire-fighting equipment in the Common Areas maintenance charges as per para..... etc and include cost of providing all other facilities, amenities and specification to be provided with inand the project.	

1.3	<p>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 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:</p> <p>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.</p>
------------	--

1.4	The Allottee(s) shall make the payment as per the payment plan set out in Schedule 'C' (" Payment Plan ").
1.5	The Developer may allow in its sole discretion, a rebate for early payment of installment payable by the allottee by discounting such early payment @.....% per annum for the period by which the respective installment has been preponed.
1.6	<p>It is agreed that the Developer 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 in Schedule 'D' and Schedule 'E' in respect of the Apartment or building, as the case may be, without the previous written consent of the Allottee(s) as per the provisions of the Act or as per approvals / instructions / guidelines of the competent authorities except any alteration or addition required by any Government authorities or due to change in law</p> <p>Provided that the Developer 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 or as per approvals / instructions / guidelines of the competent authorities.</p>
1.7	<p>The Developer shall confirm to the Allottee, the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the completion / compounding / occupancy / part occupancy certificate (as applicable) for the building / tower / project is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The Total Price payable for the carpet area of the Apartment shall be recalculated upon confirmation by the Developer. If there is any reduction in the carpet area of the Apartment, then the Developer shall first adjust the same from the balance payment payable by the Allottee; an extra surplus money still available, if any, will be refunded to the Allottee within forty-five days with annual interest at the rate prescribed in the rule, from the date when such excess money was paid by the allottee. If there is any increase in the carpet area which is not more than 3% of the carpet area of the apartment, allotted to the allottee, the promoter may demand that from the Allottee as per the next mile stone of the payment Plan as provided in Schedule..... All these monetary adjustment shall be made at the same rate per square meter/square foot in the para.....of this agreement.</p>

1.8	Subject to Para ... , the Developer agrees and acknowledges that the Allottee shall, upon execution of the Sale Deed, have the right to the Apartment as mentioned below:
(i)	The Allottee shall have exclusive ownership of the Apartment;
(ii)	The Allottee shall also have undivided proportionate share in the Common Areas. Since the share / interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the common areas along with other occupants, maintenance staff etc. without causing any inconvenience or hindrance to them. It is clarify that the with mutual consent with allottees, developer shall hand over the common Areas to the association of allottee after duly obtaining the completion certificate form the competent authority as provided in the act.
(iii)	That the computation of the Total Price of the Apartment includes recovery of price of land, construction of not only the Apartment but also the Common Areas, internal development charges, external development charges, taxes, lift, and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and fire-fighting equipment in the Common Areas, maintenance charges as per para and includes cost for providing / developing / constructing all other facilities, amenities and specifications to be provided within the Apartment and the Project.
(iv)	The allottee has the right to visit the project site to assess the extent of development of the project and his apartment.

1.9	It is made clear by the Developer and the Allottee agrees that the Apartment along with reserved car parking space (s), whether covered or otherwise, shall be treated as a single indivisible unit for all purposes. It is agreed that the Total Project is an independent, self-contained real estate 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(s). It is clarified that total Project's facilities and amenities, other than declared as independent areas or Limited Common Areas and Facilities in the deed of declaration to be filed by the Developer under the Apartment Act, shall be available only for use and enjoyment of the Allottees of the Project.
1.10	The Developer agrees to pay all outgoing before transferring the physical possession of the Apartment to the Allottees, which it has collected from the Allottees, for the payment of outgoing (including land cost, ground rent, municipal or other local taxes, including mortgage loan taken by Developer, if any, 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 Developer fails to pay all or any of the outgoing collected by it from the Allottees or any liability, mortgage loan and interest thereon before transferring the Apartment to the Allottees, the Developer agrees to be liable, even after the transfer of the property, to pay such outgoing and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person.
1.11	<p>The Allottee has paid a sum of Rs.----- (Rupees) towards Booking Amount being part payment towards the Total Price of the Apartment 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 Apartment as prescribed in the Payment Plan [Schedule 'C'] as may be demanded by the Developer within the time and in the manner specified therein:</p> <p>Provided that if the Allottee delays in payment towards any amount which is payable by him under this agreement, he shall be liable to pay Interest at the rate..... prescribed in the rule.</p>

2.	<p>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 ‘C’] through A / c Payee cheque / demand draft / bankers cheque or online payment (as applicable) in favour of ‘M/s SRSD INFRASTRUCTURE VENTURE LLP COLLECTION ACCOUNT FOR OYSTER WALK payable at Ghaziabad.</p>
3.	<p>COMPLIANCE OF LAWS RELATING TO REMITTANCES FROM ABROAD:</p> <p>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 / it may be liable for any action under the Foreign Exchange Management Act, 1999 and / or other laws as applicable, as amended from time to time.</p> <p>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 / Person making payment / remittances on behalf of any Allottee and such third party / Person 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.</p>
4.	<p>ADJUSTMENT / APPROPRIATION OF PAYMENTS: The Allottee authorizes the Developer to adjust / appropriate all payments made by him / her / its under any head(s) of dues against lawful understanding of the Allottee against the Apartment, if any; in his / her / its name and the Allottee undertakes not to object / demand / direct the Developer to adjust his payments in any other manner.</p>
5.	<p>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 Apartment to the Allottee and the Common Areas to the Association of the Allottees of the Building / Total Project or the competent authority, as the case may be.</p> <p>Similarly, the Allottee agrees that the timely payment of installments of the Total Price and other charges / dues and meeting of its obligations by him / her / it, is the essence of this agreement and that he / she / it shall make the timely payments as obligated; as any delay would hamper the development of the Apartment, the Project as per the agreed Payment Plan [Schedule ‘C’], subject to the simultaneous completion of construction by the Developer as per construction schedule.</p>
6.	<p>CONSTRUCTION OF THE PROJECT / APARTMENT: The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the Apartment and accepted the floor plan, payment plan and the specifications, amenities and facilities [annexed along with this Agreement] which has been approved by the competent authority, as represented by the Developer. The Developer shall develop the Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities. Subject to the terms in this Agreement, the Developer undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the GDA and shall not have an option to make any variation / alteration / modification in such plans, other than in the manner provided under the Act or as per approvals / instructions / guide lines of the competent authorities, and breach of this term by the Developer shall constitute a material breach of the Agreement.</p>

7	POSSESSION OF THE APARTMENT:
7.1	<p>Schedule for completion of the said Apartment and offer of possession–</p> <p>The Developer agrees and understands that timely delivery of possession of the Apartment to the Allottee and the Common Areas to the Association of Allottees of Project or the competent authority, as the case may be, is the essence of the Agreement. The Developer assure to handover possession of the apartment along with ready and complete Common Areas with all specifications, amenities and facilities of the Project in place on or before..... unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature, and / or any order / directions by any competent Court or other competent authorities, tribunal, commission, board etc., government policy, guidelines, bye laws, decisions, etc. or for any unforeseen reason beyond the control of the Developer , affecting the regular development of the real estate project (“Force Majeure”). If However, Where the completion of the Apartment / building / project is delayed due to the Force Majeure conditions then the Allottee agrees that the Developer shall accordingly be entitled to the extension of time for delivery of possession of the apartment.</p> <p>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 one hundred and twenty (120) days from that date or such other extended period. 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. of any kind whatsoever against the Developer and that the Developer shall be released and discharged from all its obligations and liabilities under this Agreement.</p>

7.2	<p>Procedure for taking possession –</p> <p>The Developer, upon obtaining the completion certificate / occupancy certificate / compounding certificate / part occupancy certificate (as applicable) of the Building from the competent authority, shall offer in writing the possession of the Apartment, to the Allottee in terms of this Agreement to be taken within 2 (Two) month from the date of issue of such completion certificate / occupancy certificate / part occupancy certificate (as applicable).</p> <p>[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)]</p> <p>The Developer agrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, and documentation on part of the Developer. The Allottee agrees to pay the Maintenance Charges, City Level Maintenance charge / Club subscription or any other charges as determined by the Developer / Association / Association of Total Project, as the case may be, from the date of offer of possession by the Developer. The Developer shall hand over the occupancy certificate / part occupancy certificate (as applicable) of the Apartment, as the case may be, to the Allottee at the time of conveyance of the same.</p>
------------	--

7.3	<p>Failure of Allottee to take Possession of Apartment –</p> <p>(i) Upon receiving a written intimation from the Developer as per Para 7.2, the Allottee shall take possession of the Apartment from the Developer by executing necessary indemnities, undertakings, Maintenance Agreement, sale deed and such other documentation as prescribed in this Agreement and by making payments of all dues, charges, Interest etc., as specified in this Agreement to the Developer, and the Developer 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, then such Allottee shall be liable to pay to the Developer holding charges at the rate of Rs. 2/- per month per sq. ft. of Super Area of the Apartment for the period beyond 3 months till actual date of possession in addition to Maintenance Charges as specified in terms of Para 7.2.</p>
7.4	<p>Possession by the Allottee –</p> <p>After obtaining the completion / occupancy / part occupancy certificate (as applicable) for the Building / Phase / Project, and handing over the physical possession of the Apartment to the Allottee, it shall be the responsibility of the Developer to hand over the necessary documents and plans, including those relating to the Common Areas, to the Association of Allottees of the building/ project or the competent authority, as the case may be, as per the Applicable Law.</p> <p>[Provided that, in the absence of any Applicable Law, the promoter shall handover the necessary documents and plans, including Common Areas, to the Association of Allottees or the Competent Authority, as the case may be, within thirty days after obtaining the completion certificate/occupancy certificate (as applicable)]</p>
7.5	<p>Cancellation by Allottee –</p> <p>The Allottee shall have the right to cancel / withdraw his allotment of the Apartment in the Project as provided in the Act.</p> <p>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 booking amount paid for the allotment. The Developer shall return 50% (fifty percent) of the balance amount on re-allotment of the apartment or at the end of one year from the date of cancellation/withdrawal by the allottee, whichever is earlier. The Developer shall inform the previous allottee the date of re-allotment of the said Apartment and also display this information on the official website of UP-RERA on the date of reallotment.</p>
7.6	<p>Compensation –</p> <p>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.</p> <p>Except for occurrence of a Force Majeure event, if the Developer 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 (i); 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 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 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.</p> <p>Provided that where if the Allottee does not intend to withdraw from the Project, the Developer</p>

	<p>shall pay the Allottee, annual 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 within forty -five days of it becoming due.</p> <p>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 Rule for every month delayed, till the handover of the possession of apartment which shall be payable by the Promoter to the allottee within in days of its becoming dues.</p>
--	---

8	<p>REPRESENTATIONS AND WARRANTIES:</p> <p>The Developer hereby represents and warrants to the Allottee as follows:</p> <ul style="list-style-type: none"> (i) The Developer has absolute, clear and marketable title with respect to the said Land; the requisite rights to carry out development of the Project upon the said land and is in absolute, actual, physical and legal possession of the land on which the Project has been / is being undertaken; (ii) The Developer has lawful rights and requisite approvals from the competent authorities to carry out development of the Project; (iii) The details of encumbrances upon the said Land or the Project are more clearly detailed in Annexure B attached hereto; (iv) There are no litigations pending before any Court of law or Authority with respect to the said Land, Project or the Apartment; (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Developer has been and shall, at all times, remain to be in compliance with all Applicable Laws in relation to the Project, said Land, Building and Apartment and Common Areas; (vi) 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; (vii) The Developer has not entered into any agreement for sale / lease / sub-lease and / or development agreement or any other agreement / arrangement with any person or any party with respect to the said Land, including the Project and the said Apartment which shall, in any manner, affect the rights of Allottee under this Agreement. (viii) The Developer confirms that the Developer is not restricted in any manner whatsoever from selling the said Apartment to the Allottee in the manner contemplated in this Agreement; (ix) At the time of execution and registration of the conveyance / sale deed, execution of Maintenance Agreement and other documents as required by the Developer, the Developer shall handover lawful, vacant, peaceful, physical possession of the Apartment to the Allottee. The Common Areas will be handed over to the Association of Allottees of the Total Project or the competent authority, as the case may be; after completion of all the phases in the Total Project and issuance of occupancy certificate for the Total Project; (x) The scheduled property is not the subject matter of any HUF and that no part thereof is owned by any minor and / or no minor has any right, title and claim over the scheduled property; (xi) The Developer has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and / or penalties and other outgoings, whatsoever, payable with respect to the said Project to the competent Authorities till the completion / compounding certificate / occupancy / part occupancy certificate (as applicable) for the Building has been issued and offer of possession of Apartment along with the Common Areas (equipped with all the specifications, amenities and facilities) has been handed over to the Allottee and the Association of Allottees or the competent authority as the case may be. (xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Developer in respect of the said Land and / or the Project. (xiii)
----------	---

<p>9</p> <p>9.1</p>	<p>EVENTS OF DEFAULT AND CONSEQUENCES:</p> <p>Subject to the Force Majeure conditions / clause, the Developer shall be considered under a condition of Default, in the following events:</p> <p>(i) Developer fails to provide ready to move in possession of the Apartment to the Allottee within the time period specified in Para 7.1(i) or fails to complete the Project within the stipulated time disclosed at the time of registration of the Project with the Authority. For the purpose of this Para, 'ready to move in possession' shall mean that the Apartment shall be in a habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the parties, and for which the completion / occupation / part occupancy certificate, as the case may be, for the Building / Project has been issued by the competent authority.</p> <p>(ii) 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.</p>
<p>9.2</p>	<p>In case of Default by Developer under the conditions listed above, a non-defaulting Allottee is entitled to the following:</p> <p>(i) Stop making further payments to Developer as demanded by the Developer. If the Allottee stops making payments, the Developer shall correct the situation by completing the construction milestones and only thereafter the Allottee shall be required to make the next payment without any Interest; or</p> <p>(ii) 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 Apartment, along with Interest [i.e. annual interest at the rate equal to MCLR (Marginal Cost of Lending Rate) on home loan of State Bank of India as applicable on the date __, date of Registration of the project with UPRERA Authority plus 1% i.e. __% + 1% effective rate = __% unless provided otherwise under the Rules] within forty-five days of receiving the termination notice.</p> <p>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, for every month of delay till the handing over of the possession of the Apartment, which shall be paid by the Developer to the Allottee withindays of it becoming due.</p>
<p>9.3</p>	<p>The Allottee shall be considered under a condition of Default on the occurrence of any of the following events:</p> <p>(i) In case the Allottee fails to make payments even after 2 (two) consecutive demand made by the Developer as per the Payment Plan annexed hereto, despite having been issued notice in that regard the Allottee shall be liable to pay interest to the Promoter on the unpaid amount at the rate equal to MCLR (Marginal Cost of Lending Rate) on home loan of State Bank of India + 1% unless provided otherwise under the Rules. The Promoter must not be in default to take this benefit.</p> <p>(ii) In case of default by Allottee under Para 9.3(i), continues for a period beyond 3 (three) consecutive months after notice from the Developer in this regard, the the Developer may in its sole discretion cancel the allotment of the Apartment in favour of the Allottee and refund the money paid to the Developer by the Allottee by deducting the (i) Booking Amount, (ii) interest liabilities on delayed payment payable by the Allottee and this Agreement shall thereupon stand terminated. The Developer must not be in default to take this benefit.</p> <p>Provided that the Developer shall intimate the Allottee about such proposed termination at least thirty days prior to such termination.</p>

10.	<p>SALE DEED / CONVEYANCE DEED OF THE SAID APARTMENT:</p> <p>The Allottee agrees that on receipt of Total Price of the Apartment as per Para 1. 2 along with other charges, costs, payments, interest, deposits, securities, etc. under this Agreement and subject to Para 1.3, the Developer shall execute a sale / conveyance deed in favour of the Allottee and convey the title of the Apartment together with proportionate indivisible share in the Common Areas within (i) 3 months from the date of issuance of the completion / occupancy / part occupancy certificate, as the case may be, for the Building / Project.</p> <p>However, in case the Allottee fails to deposit the stamp papers and / or registration charges and legal fees within the period mentioned in the notice, the Allottee authorizes the Developer to withhold possession and registration of the sale / conveyance deed in his / her favour till the submission of the requisite stamp papers and registration charges and legal fees to the Developer is made by the Allottee.</p>
11.	<p>MAINTENANCE OF THE SAID BUILDING / APARTMENT / PROJECT:</p> <p>The Developer shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the Project by the Association of Allottees / Total Project upon the issuance of the completion /Compounding/ occupancy / part occupancy certificate, as the case may be, of the Project.</p> <p>However, if the Association of Allottees is not formed within 1 year of issuance of occupancy / part occupancy certificate, as the case may be, the Developer will be entitled to collect from the Allottee, the Maintenance Charges as per the Maintenance Agreement along with management fee @ [•]% of the Maintenance Charges. The execution of the Maintenance Agreement is mandatory.</p>
12	<p>DEFECT LIABILITY:</p> <p>It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Developer as per this Agreement for Sale relating to such development is brought to the notice of the Developer within a period of 5 (five) years by the Allottee from the date of offer of possession or from the date of obligation of the Developer to give possession to the Allottee, whichever is earlier; it shall be the duty of the Developer to rectify such defects without further charge, within 30 (thirty) days, and in the event of Developer's failure to rectify such defects within such time, the aggrieved Allottee shall be entitled to receive appropriate compensation in the manner as provided under the Act.</p>
13	<p>RIGHT TO ENTER THE APARTMENT FOR REPAIRS:</p> <p>The Developer / Maintenance Agency / Association of Allottees / Association of Allottees of Total Project shall have rights of unrestricted access of all Common Areas, garages / covered parking and parking spaces for providing necessary maintenance services and the Allottee agrees to permit the Developer , Association of Allottees, Association of Allottees of Total Project 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.</p>

14.	<p>USAGE:</p> <p>The basement(s) and service areas, if any, as located within the “OYSTER WALK” (Project Complex), shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, fire fighting 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 Allottees formed by the allottees for rendering maintenance services.</p>
------------	---

15.	<p>GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT:</p>
15.1	<p>Subject to Para above, the Allottee shall, after taking possession, be solely responsible to maintain the Apartment at his / her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Apartment, or the staircase, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Apartment and keep the Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.</p>
15.2	<p>The Allottee further undertakes, assures and guarantees that he / she would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face / facade of the Building or anywhere on the exterior of the Project / buildings therein or Common Areas. The Allottee 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.</p>
15.3	<p>The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Developer and thereafter the Association of the Allottees and / or Maintenance Agency appointed by Association of Allottees. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.</p>

16	<p>COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES:</p> <p>The Parties are entering into this Agreement for the allotment of the Apartment with full knowledge of all laws, rules, regulations, notifications applicable to the Project.</p>
17.	<p>ADDITIONAL CONSTRUCTIONS:</p> <p>The Developer 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 and specifications, amenities and facilities has been approved by the competent authority(ies) and disclosed, except for as provided in the Act.</p>
18.	<p>PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:</p> <p>The Developer shall not mortgage or create a charge on the Apartment after executing this Agreement 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 Apartment.</p>
19.	<p>U.P APARTMENT (PROMOTION OF CONSTRUCTION, OWNERSHIP, AND MAINTENANCE OWNERSHIP ACT, 2010.</p>

	The Developer has assured the Allottee that the Project has been developed / is being developed in its entirety is in accordance with the provisions of the U.P. Apartment (Promotion of Construction, Ownership and Maintenance) Act, 2010.
20	<p>BINDING EFFECT:</p> <p>Forwarding / providing a copy of this Agreement to the Allottee 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 the payments due as stipulated in the Payment Plan, within 30 (thirty) days from the date of receipt of the copy of the Agreement by the Allottee and secondly, he / she / it presents himself for registration of the same before the concerned Sub-Registrar at Ghaziabad, Uttar Pradesh as and when so intimated by the Developer.</p> <p>If all the allottees fails to execute and deliver to the developer this agreement with in 30 days from date of its receipt by the Allottee and/or appear before the sub-registrar for its registration as and when intimated by the promoter, then the Promoter shall serve a notice to the allottee for rectifying the default, which if not rectify within 30 days from date of its receipts by the allottee, application shall be treated as cancelled and all the sums deposited by the Allottee (the principal amount) in connection therewith, including the Booking Amount, shall be refunded to the Allottee without any Interest or compensation whatsoever ‘.</p>
21.	<p>ENTIRE AGREEMENT:</p> <p>This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Apartment / Building, as the case may be.</p>
22.	<p>RIGHT TO AMEND:</p> <p>This Agreement may only be amended through written consent of the Parties.</p>
23.	<p>PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE / SUBSEQUENT ALLOTTEES:</p> <p>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 Apartment and the Project shall equally be applicable to and enforceable against and by any subsequent Allottee(s) of the Apartment, in case of a transfer; as the said obligations go along with the Apartment for all intents and purposes.</p>

<p>24 24.1</p>	<p>WAIVER NOT A LIMITATION TO ENFORCE: 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 C] 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.</p>
<p>24.2</p>	<p>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.</p>
<p>25</p>	<p>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.</p>
<p>26</p>	<p>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 in the proportion which the Carpet Area of the Apartment bearing to the total Carpet Area of all the Apartments / Commercial Spaces in the Project.</p>
<p>27.</p>	<p>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 including without limitation for execution and registration of sale deed or any other deed / indenture / declaration etc. in respect of the said Apartment and other relevant documents pertaining to Reserved Parking Space(s), if any, as the Developer so desires, to comply with the provisions of the Act and other applicable laws.</p>
<p>28</p>	<p>PLACE OF EXECUTION: The execution of this Agreement shall be complete only upon its execution by the Developer through its authorized signatory at the Developer's Project Office, or at some other place, which may be mutually agreed between the Developer and the Allottee, anywhere in Distt. Ghaziabad, UP. After the Agreement is duly executed by the Allottee and the Developer or simultaneously with the execution the said Agreement shall be registered at the office of the concerned Sub-Registrar. Hence this Agreement shall be deemed to have been executed at Distt. Ghaziabad, UP. Hence this Agreement shall be deemed to have been executed at Ghaziabad.</p>

29	<p>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 or the by Registered / Speed Post at their respective addresses specified below: MR. ----- R / o</p> <hr/> <p>M/s SRSD Infrastructure Venture LLP</p> <p>Plot No. 51-52, 2nd Floor, Riana Aureus, Sector 136, Noida, Gautam Budha Nagar, Uttar Pradesh</p> <p>It shall be the duty of the Allottee and the Developer to inform each other of any change in address subsequent to the execution of this Agreement in the above address, in writing, by Registered / Speed Post 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.</p>
30	<p>JOINT ALLOTTEES: That in case there are Joint / Co- 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 be considered as properly served on all the Allottees.</p>

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

32.	<p>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.</p>
33.	<p>DISPUTE RESOLUTION: All or any disputes arising out or touching upon or in relation to or concerning with 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.</p>

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for Sale at _____ in the presence of attesting witness, signing as such on the day first above written.

SIGNED AND DELIVERED BY THE WITHIN NAMED:

BUYER/ALLOTTEE(S)

First Allottee Signature MR. ----- R / O	Please affix photograph and sign across the photograph	Second Allottee Signature -----NA-----	Please affix photograph and sign across the photograph
Third Allottee Signature -----NA-----	Please affix photograph and sign across the photograph	Fourth Allottee Signature -----NA-----	Please affix photograph and sign across the photograph

Developer

WITNESSES:

1. Name & Addresses

2. Name & Addresses

This agreement is to be accompanied by Schedules A to E (as referred to in the Agreement under appropriate Clauses / Para (left blank in this draft), relating to:

Schedule A - Inserting description of the apartment and the garage / covered parking (if applicable) along with boundaries in all four directions.

Schedule B - Floor plan of the Apartment.

Schedule C – Payment Plan

Schedule D – Specifications, Amenities, Facilities, which are part of the Apartment.

Schedule E - Specifications, Amenities, Facilities, which are part of the Project.

Annexure A – Project Land details with layout

Annexure B - Encumbrances upon the said Land or the Project

The schedules to this agreement shall also be agreed to between the parties, the parties to the agreement signing the same in the same manner as the main agreement.

