

AGREEMENT FOR SALE

This AGREEMENT FOR SALE (“**Agreement**”) is executed on this ... day of 2026.

By and Between

Jai Mega Developer Pvt Ltd (having CIN No U70102UP2012PTC048568 and PAN No AACCJ7587Q), a company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], having its registered office at 266, Sahara Shopping Center, Faizabad Road, Lucknow, represented by its Authorized Signatory having Aadhar No, authorized vide board resolution dated, herein after referred to as “**Promoter/Owner**” (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

[If the Allottee is a company]

(CIN No.) a company incorporated under the provisions of the Companies Act, [1956 or • 2013, as the case may be], having its registered office at..... , (PAN), represented by its authorized signatory,..... , (Aadhar No.) duly authorized vide board resolution datedhereinafter 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).

[OR]

[If the Allottee is a Partnership Firm]

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

[OR]

[If the Allottee is an Individual]

Mr. / Ms., (Aadhar No.....) son / daughter of ,..... aged aboutresiding at having (PAN) hereinafter called the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assigns).

[OR]

[If the Allottee is a HUF]

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

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

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

DEFINITIONS:

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

- a. "Act" means the Real Estate (Regulation and Development) Act, 2016(16 of 2016) .
- b. "Authority" means Uttar Pradesh Real Estate Regulatory Authority.
- c. "Government" means the Government of Uttar Pradesh.
- d. "Rules" means the 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:

- A. "**Promoter**") is the absolute and lawful owner of the land admeasuring 12,600 sq. mts. situated in **Khasra no 462, Village Brahamdaspur, Tehsil Mohanlal Ganj Lucknow** ("Said Land"). The Purchase deed(s) dated 19/9/2012, 18/2/2013, 28/10/2013 and 1/11/2013 are registered in the office of Sub-Registrar Mohan Lal Ganj Lucknow in book no 1, Volume 3346, 3609, 4156 and 4171 at pages 131 to 146, 399 to 414, 209 to 226 and 01 to 28 as document No 10054, 2031, 14072 and 14353 dated 19/9/2012, 18/2/2013, 28/10/2013 and 1/11/2013, respectively.
- B. The Said Land is earmarked for the purpose of building a Farm House Residential project, comprising 8 units of Plots and the said project shall be known as 'JMD GREEN' ("**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. Local Development Authority, Jila Panchayat Lucknow, has granted the Sanction Letter to develop the Project vide approval dated 16/06/2023 bearing registration no. 223.
- E. The Promoter has obtained the layout plan, sanctioned plan, specifications and all necessary approvals for the Project from Jila Panchayat Lucknow. The Promoter agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with Section 14 of the Act and other laws, as may be applicable.
- F. The Promoter has registered the Project under the provisions of the Act with the Uttar Pradesh Real Estate Regulatory Authority at Lucknow on under registration No
- G. The Allottee had applied for a Residential Farm House Plot in the Project vide application No dated and has been allotted Plot No having Plot area of square meters (..... square feet), as permissible under the applicable law and of pro rata share in the common areas ("**Common Areas**") as defined under Clause (d) of Rule 2(1) of U.P. Real Estate (Regulation & Development) Rules, 2016 and deed of declaration submitted before the concerned authority (hereinafter referred to as "**Unit**" more particularly described in **Schedule-A** and the plan of the unit is annexed hereto and marked as **Schedule-B**).
- 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. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project.
- J. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter.
- K. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sale and the Allottee hereby agrees to take on purchase the Unit and the garage/covered parking (if applicable) as specified in Clause G.

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

1. **TERMS**

- 1.1 Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell the Unit to the Allottee and the Allottee hereby agrees to take the Unit as per the terms contained in this Agreement.
- 1.2 Both the parties confirm that they have read and understood the provisions of section-14 of the Act
- 1.3 The Total price for the Unit based on the Plot area is Rs.....(Rupees only) ("**Total Price**") (Give breakup and description):

Plot	Rate
Number	Rate of Plot Rs [•] per square meter (Rs [•] per sq. foot)
Total Price (in rupees)	

*Note: The Promoter shall provide breakup of the amounts such as the cost Plot, proportionate cost of Common Areas, taxes and maintenance charges as per Clause (ii) below., if/as applicable.

Explanation:

- (i) The Total Price above includes the booking amount paid by the Allottee to the Promoter towards the Unit.
- (ii) The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter by way of GST and other taxes which may be levied as on the date of execution of this Agreement, in connection with the construction of the Project payable by the Promoter, by whatever name called) up to the date of handing over the possession of the Unit to the Allottee and the Project to the association of Allottees or the competent authority, as the case may be, after obtaining the completion certificate.

Provided that in case there is any change/modification in the taxes, the subsequent amount payable by the Allottee to the Promoter shall be increased/ reduced based on such change/modification.

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

(iii) The Promoter shall periodically intimate in writing to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment demanded by the Promoter within the time and in the manner specified therein. In addition, the Promoter shall provide to the allottee the details of the taxes paid or demanded.

(iv) The Total Price of the Unit includes recovery of price of land, construction of the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the Plot, water Sewer and Plumbing pipe line upto Plot and Fire detection and firefighting equipment in the Common Areas, maintenance charges as per Clause (ii) etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the Unit and the Project.

1.4 The Promoter undertakes and agrees that while raising a demand on the allottee for increase in development fee, cost/ charges imposed by the competent authorities, the Promoter shall enclose the said notification/ order/ rule/ regulation to that effect along with the demand letter being issued to the allottee, which shall only be applicable on subsequent payments.

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

1.6 The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee by discounting such early payments at a prescribed rate for the period by which the respective installment has been preponed.

1.7 It is agreed that the Promoter shall not make any additions or alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described herein at **Schedule 'D' and Schedule 'E'** (which shall be in conformity with the advertisement, prospectus, etc. on the basis of which sale is effected) in respect of the Unit, as the case may be, without complying with the provisions of the Act. Provided that the Promoter may make such minor additions or alterations, as may be required by the Allottee, or such minor changes or alterations as permissible under the provisions of the Act.

1.8 The Promoter shall conform to the final Farm House Plot area that has been allotted to the Allottee after the construction 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 in the Farm House Plot area. The total price payable for the Farm House Plot area shall be recalculated upon confirmation by the Promoter. If there is reduction in Farm House Plot area, the Promoter shall refund the excess money paid by the Allottee within 45 days with annual interest at the rate prescribed in the Rules from the date when such an excess amount was paid by the Allottee. If there is an increase in the Farm House Plot area, which is not more than 3 (Three) % of Farm House Plot area of Unit allotted to Allottee, the Promoter shall be at liberty to recover the excess from the Allottee in the next milestone of the payment plan as provided in **Schedule-C**. All the said monetary adjustments

shall be made at the same rate per square meter/foot as agreed in Clause 2.3 of this Agreement.

1.9 Subject to the terms of this Agreement, the Promoter agrees and acknowledges that the Allottee shall have the right to the Unit as mentioned below:

(i) The Allottee shall have exclusive ownership of the Unit.

(ii) The Allottee shall also have undivided proportionate share in the common areas of the Project. Since the share/interest of the Allottee in 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, nuisance or hindrance to them. It is agreed that the Promoter shall hand over the common areas to the association of Allottees after duly obtaining the completion certificate from the competent authority as provided in the Act.

(iii) The Allottee has the right to visit the Project to assess the extent of development of the Project and his Unit, with the permission of the Promoter and subject to such conditions which may be imposed for the safety and security of the Allottee.

1.10 It is agreed that the Project is an independent, self-contained Project covering the said Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that Project's facilities and amenities other than declared as independent areas in deed of declaration shall be available only for use and enjoyment of the Allottees of the Project.

1.11 The Promoter agrees to pay all outgoings before transferring the physical possession of the apartment to the Allottees, which it has collected from the Allottees, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the Project). If the Promoter fails to pay all or any of the outgoings collected by it from the Allottees or any liabilities, mortgage loan and interest thereon before transferring the apartment to the allottees, the Promoter agrees to be liable, even after the transfer of the property to pay such outgoings.

1.12 The Allottee has paid a sum of Rs (Rupees only) as booking amount being part payment towards the total price of the Unit at the time of application the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Unit as prescribed in the Payment Plan [**Schedule C**] and as may be demanded by the Promoter within the time and in the manner specified therein.

1.13 Provided that if the Allottee delays in payment towards any amount which is payable, he shall be liable to pay interest at the rate prescribed in the Rules.

2. MODE OF PAYMENT

Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the Payment Plan [Schedule C] through A/c Payee cheque/demand draft/bankers cheque or online payment (as applicable) in favor of **Jai Mega Developer Pvt Ltd having Account Name JAI MEGA DEVELOPER PVT LTD COLLECTION ACCOUNT FOR JMD GREEN and Account NO 49180500064 with ICICI Bank Mohanlal Ganj LUCKNOW** payable at Lucknow or as per the instructions of the Promoter.

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES

- 3.1 The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made there under or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/ sale/ transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or the statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.
- 3.2 The Promoter shall not be deemed liable in any manner whatsoever in regard to matters specified in Clause 4.1 above. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of the Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities, if any, under the applicable laws. The Promoter shall not be responsible towards any third party for making payment/remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the Unit applied herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS

The Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding of the Allottee against the Unit in his/her name and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

5. TIME IS ESSENCE

The Promoter shall abide by the time schedule for completing the Project as disclosed at the time of registration of the Project with the Authority and towards handing over the Unit to the Allottee and the common areas to the Association of Allottees or the competent authority, as the case may be. 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 subject to the simultaneous completion of construction by the Promoter as provided in Scheduled C ("Payment Plan").

6. CONSTRUCTION OF THE PROJECT/APARTMENT

The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the Unit before execution of this Agreement and has 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 Promoter. The Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the Competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the relevant state authority, and breach of this term by the Promoter shall constitute a material breach of the Agreement.

7. POSSESSION OF THE UNIT

7.1 **Schedule for possession of the said Unit** - The Promoter agrees and understands that timely delivery of possession of the Unit to the Allottee and the Common Areas to the Association of Allottees or the competent authority, as the case may be, is of essence to the Agreement. The Promoter undertakes to hand over possession of the Unit along with ready and complete Common Areas with all specifications, amenities and facilities of the Project in place by or before, unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake, pandemic 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, the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Unit, without any liability or penalty whatsoever. The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the Project due to Force Majeure conditions, then this allotment shall stand terminated (by a 30 day prior notice) and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the allotment within 120 days from the date of termination. After refund of the money paid by the Allottee, the Allottee agrees that he/she shall not have any right, claims etc. against the Promoter in respect of the Unit or otherwise and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

7.2 In case the project is developed in phases, it will be the duty of the Promoter to maintain those common areas and facilities which are not complete and handover all the common areas and facilities to the Association of Allottees once all phases are completed.

7.3 **Procedure for taking possession**-The Promoter, upon obtaining the completion certificate/occupancy certificate (as applicable) from the competent authority, shall offer in writing the possession of the Unit to the Allottee in terms of this Agreement to be taken within two months from the date of issue of completion certificate/occupancy certificate/ (as applicable).{Provided that, in the absence of Applicable Law, the Agreement in favour of the Allottee shall be carried out by the Promoter within 3 months from the date of issue of completion/occupancy certificate (as applicable)}. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee, after taking possession, agrees to pay the maintenance charges as determined by the Promoter/association of Allottees, as the case may be, after the issuance of the completion/occupancy certificate (as applicable)/ for the Project. The Promoter shall hand over the completion/occupancy certificate, (as applicable), of the Villas/Plot to the Allottee at the relevant time.

- 7.4 Failure of Allottee to take Possession (apartment plot)** – Upon receiving a written intimation from the Promoter under Clause 8.3, the Allottee shall take possession of the Unit from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Unit to the Allottee. In case the Allottee fails to take possession within the time provided in Clause 8.3, the Allottee shall be liable to pay to the Promoter holding charges at the rate of INR 2/- per month per sq. ft. of Farm House Plot Area of the Unit for the period beyond 3 months till actual date of possession in addition to maintenance charges as specified in Clause 8.3.
- 7.5 Possession by the Allottee**– After obtaining the completion certificate/occupancy certificate(as applicable) and handing over of physical possession of the Unit to the Allottee, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including the plans for the common areas, to the association of Allottees or the competent authority, as the case may be, as per the Applicable Law. Provided that in the absence of any Applicable Law, the Promoter shall hand over the necessary documents and plans, including Common Areas, to the association of Allottees or the competent authority, as the case may be, within thirty days after obtaining the completion certificate/occupancy certificate (as applicable).
- 7.6 Cancellation by Allottee** – The Allottee shall have the right to cancel/withdraw his allotment in the Project as provided in the Act. Provided that where the Allottee(s), proposes to cancel/withdraw from the Project without any fault of the Promoter, the Promoter shall be entitled to forfeit the booking amount paid for the allotment of the Unit. The Promoter shall refund 50% (Fifty Percent) of the balance amount of money paid by the Allottee within 45 days of such cancellation/withdrawal and remaining 50% (Fifty Percent) of the balance amount on re-allotment of the Unit or at the end of one (1) year from the date of cancellation/withdrawal, whichever is earlier. The Promoter shall inform the previous Allottee of the date of re-allotment of the said Unit & also display this information on official website of UP RERA on the date of re-allotment of the Unit.
- 7.7 Compensation** – The Promoter shall compensate the Allottee in case of any loss caused to him due to defective title of the said Land, on which the Project is being developed or has been developed, in the manner as provided under the Act and the claim for interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force.
- Except for occurrence of a Force Majeure event, if the Promoter fails to complete the construction of the Project or is unable to give possession of the Unit (i) in accordance with the terms of this Agreement, duly completed by the date specified in Clause 8.1; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or (iii) for any other reason; the Promoter shall be liable, on demand to the Allottees, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Unit with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act within 45 (forty five) days of it becoming due. Provided that where if the Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee interest at the rate prescribed in the Rules for every month of delay, till the handing over of the possession of the Unit, which shall be paid by the Promoter to the Allottee within 45 (forty- five) days of it becoming due.

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

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

- 8.1 The Promoter has absolute, clear and marketable title with respect to the said land; the requisite rights to carry out development upon the said land and absolute, actual, physical and legal possessions of the said land for the project;
- 8.2 The Promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the Project;
- 8.3 There are no encumbrances upon the said land on which the Project is being developed;
- 8.4 There are no litigations pending before any court of law or Authority with respect to the said land, Project or the Unit;
- 8.5 All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Unit are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with the applicable laws in relation to the Project, said land, Unit and common areas;
- 8.6 The Promoter 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;
- 8.7 The Promoter 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, Project and the Unit which shall, in any manner, affect the rights of the Allottee under this Agreement;
- 8.8 The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the Unit to the Allottee in the manner contemplated in this Agreement;
- 8.9 At the time of execution of the sub-lease deed for the Unit, the Promoter shall hand over lawful, vacant, peaceful, physical possession of the Unit to the Allottee and the common areas to the association of the allottees or the competent authority, as the case may be; and
- 8.10 No notice from the government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the promoter in respect of the said Land and/or the Project.
- 8.11 The Promoter 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 certificate/occupancy certificate (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 and the association of Allottees or the competent authority, as the case may be;
- 8.12 No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said Land and /or the project.

9. EVENTS OF DEFAULTS AND CONSEQUENCES

9.1 Subject to force majeure events, the Promoter shall be considered under a condition of default, in the following events:

- (i) If the Promoter fails to provide ready to move in possession of the Unit to the Allottee within the time period specified in Clause 8.1 or fails to complete the Project within the stipulated time disclosed at the time of registration of the Project with the competent authority. For the purpose of this clause, 'ready to move in possession' shall mean that the Unit shall be in a habitable condition which is complete in all respect including the provision of all specifications, amenities and facilities, as agreed to between the parties, and for which occupation certificate and completion certificate, as the case may be, has been issued by the competent authority.
- (ii) Discontinuance of the Promoter's business as a developer on account of suspension or revocation of his registration under the provisions of the act or the rules or regulations made there under.

9.2 In case of default by promoter under the conditions listed above, the non-defaulting Allottee shall be entitled to:

- (i) Cease further payments to the Promoter, as may be demanded. However, it is clarified that upon the Promoter completing the construction milestones, the allottee shall be required to make the payment as per the Payment Schedule without any delayed payment interest; or
- (ii) The Allottee shall have the option of terminating the Agreement by giving a 30 days' written notice to the Promoter, in which case the Promoter shall be liable to refund the entire money paid by the Allottee towards the purchase of the Unit, along with interest at the rate equal to MCLR (Marginal Cost of Landing Rate) on home loan of State Bank of India +1%, unless provided otherwise under the Rules within 45 days of receiving the termination notice;

Provided that where an allottee does not intend to withdraw from the Project or terminate the Agreement, he shall be paid, by the Promoter, interest at the rate prescribed in the Rules, for every month of delay till the handing over of the possession of the Unit within 45 days of it becoming due.

9.3 The Allottee shall be considered to be in default on the occurrence of the following events:

- (i) In case the allottees fails to make payments for 2 (two) consecutive demands made by the Promoter as per the Payment Plan, despite having been issued notice in that regard. In such a case, the Allottee shall be liable to pay interest to the Promoter on the unpaid amount at the rate equal to MCLR (Marginal Cost of Landing Rate) on home loan of State Bank of India +1%, unless provided otherwise under the Rules.
- (ii) In case of default by the Allottee under the condition listed above for a continuous period of 3 (three) consecutive months after notice from the Promoter in this regard, the Promoter shall be entitled to cancel the allotment of the Unit made in favor of the Allottee and refund the money paid by the Allottee after deducting the booking amount and the interest. As a

consequence thereof, this Agreement shall stand terminated. Provided that the Promoter shall intimate the Allottee about such termination at least 30 days prior to such termination.

10. **CONVEYANCE OF THE UNIT**

The Promoter, on receipt of total consideration of the Unit as per Clause 2.3, shall execute a sale deed and convey the title of the Unit together with proportionate indivisible share in the common areas within 3 months from the date of issuance of the completion certificate and the occupancy certificate concerning the Unit or in accordance with applicable laws, as the case may be, to the Allottee. In case the Allottee fails to pay the stamp duty and /or registration charges for the sale deed within the period as stipulated by the Promoter, the Promoter shall withhold registration of the sale deed in favor of the Allottee till such time that the payment is made.

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

The Promoter shall be responsible to provide and maintain essential services in the Project till the maintenance of the Project is taken over by the association of the Allottees upon the issuance of the completion certificate of the Project. The cost of such maintenance for 1 (one) year from the date of completion certificate has been included in the total price of the Unit. In the event that the association of Allottees is not formed within one year of receiving the completion certificate of the Project, the Promoter shall be entitled to collect from the Allottees amounts equal to the amount of maintenance as mentioned in Clause 2.3 + 10% in lieu of price escalation for the purpose of maintenance for the next 1 year.

12. **DEFECT LIABILITY**

It is agreed that in case there is any structural defect or any other defect in workmanship, quality or provision of service or any other obligations of the Promoter as per the Agreement for sale of the Unit brought to the notice of the Promoter within a period of 5 (five) years by the Allottee from the date of handing over possession or the date of obligation of the Promoter to give the possession to the Allottee, whichever is earlier, it shall be the duty of the Promoter to rectify such defect without further charge, within thirty days, and in the event that the Promoter fails to rectify such defect within such time, the Allottee shall be entitled to pursue its remedies for appropriate compensation in the manner as provided under the Act.

13. **RIGHT TO ENTER THE PROJECT FOR REPAIRS**

The Promoter/maintenance agency/association of Allottees shall have rights of unrestricted access to all common areas for providing necessary maintenance services and the Allottee agrees to permit the association of Allottees and/ or maintenance agency to enter into the Project/ Unit or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

14. **USAGE OF SERVICE AREAS**

The service areas, if any, as located within the Project shall be earmarked for purposes such as services including but not limited to electric substation, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, firefighting pumps and equipment(s) etc. and other permitted uses, as per sanctioned plans. The Allottee shall not be permitted to use the services areas and the basements in any manner whatsoever other than those earmarked as parking spaces and the same shall be reserved for use by the association of Allottees for rendering maintenance services.

15. **GENERAL COMPLIANCE WITH RESPECT TO THE PROJECT**

15.1 Subject to Clause 8 above, the Allottee shall, after taking possession of the Unit, be solely responsible to maintain the Unit at his/her cost, in good condition and shall not do anything in or to the project, common areas or the compound which may be in violation of any laws or rules of any authorities, and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the building is not in any way damaged or jeopardized.

15.2 The Allottee further undertakes, assures and guarantees that he/she would not put any sign-board/nameplate, neon light, publicity material or advertisement material etc. on anywhere on the exterior of the Project or common areas. Further, the Allottee shall not store any hazardous or combustible goods in the Unit or place any heavy material in the common areas of the Project.

15.3 The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the association of 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.

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

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

17. **ADDITIONAL CONSTRUCTIONS**

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

18. **PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE**

After the Promoter executes this Agreement, it shall not mortgage or create a charge on the Project/ said Land or Unit, and if such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the rights or interests of the Allottee who has taken or agreed to take such Unit.

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

The Promoter has assured the Allottees that the Project in its entirety is in accordance with provisions of the U.P Apartment (Promotion of Construction, Ownership and Maintenance) Act 2010.

20. **BINDING EFFECT**

Mere forwarding of this Agreement to the Allottee by the Promoter does not create any binding obligation on the Promoter or the Allottee until (i) the Allottee signs and delivers this

Agreement with all the schedules within 30 days from the date of receipt by the Allottee and (ii) the Agreement is presented for registration before the concerned Sub Registrar, as and when intimated by the promoter. If the Allottee(s) fails to execute and deliver the Agreement to the Promoter within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration, as and when intimated by the Promoter, then the Promoter shall serve the notice to the Allottee for rectifying the default, which if not rectified within 30 days from the date of its receipt by the allottee, application of the allottee shall be treated as cancelled and all sums deposited by the allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

21. **ENTIRE AGREEMENT**

This Agreement along with its schedules constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the parties in regard to the Unit, as the case may be. Notwithstanding the said, the terms of the Application Form shall be construed to be part and parcel of the present Agreement, except to the extent that they are in contravention to the terms under this Agreement.

22. **RIGHT TO AMEND**

This Agreement may only be amended in writing and with the written consent of the parties.

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

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

24. **WAIVER NOT A LIMITATION TO ENFORCE**

- 1.1 The promoter may, at its sole option and discretion, without prejudice to its rights as set out in the Agreement waive any breach by the Allottee in not making payments as per the Payment Plan (Schedule C). The exercise of discretion by the Promoter in the case of one allottee shall not be construed to be a precedent and/or binding on the Promoter to exercise such discretion in the case of other allottees.
- 1.2 Failure on the part of parties to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provisions.

25. **SEVERABILITY**

If any provision of this Agreement is deemed 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 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. The remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

26. **METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT**

Wherever in this Agreement it is stipulated that the Allottee has to make any payment in common with other Allottee(s) in Project, the same shall be the proportion which the Farm House Plot area of the Unit bears to the total Farm House Plot area of all the units in the Project.

27. **FURTHER ASSURANCES**

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

28. **PLACE OF EXECUTION**

The execution of this Agreement shall be complete only upon the execution by the Promoter through its authorized signatory at the Promoter's office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution of the said Agreement shall be registered at the office of the Sub-Registrar at [•]. As such, this Agreement shall be deemed to have been executed at [•].

29. **NOTICES**

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

___ Name of Allottee
___ (Allottee Address)

Jai Mega Developer Pvt Ltd: Promoter name
266, Sahara Shopping Center, Faizabad Road, Lucknow; (Promoter Address for service of notice)

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

30. **JOINT ALLOTTEES**

That in case there are Joint Allottees, all communications shall be sent by the Promoter to the Allottee whose name appears first and at the address given by him/her under clause 30, 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 Unit, as the case may be, shall not be prior to the execution and registration of this Agreement for lease for such Unit, and shall not be construed to limit the rights and interests of the Allottee under the Agreement for Lease 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 RESOLUTIONS**

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

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for Sub-Lease at [•] city/town name) in the presence of attesting witness, signing as such on the day first above written.

**SIGNED AND DELIVERED
BY THE BUYER
WITHIN NAMED:**

**SIGNED AND DELIVERED BY
BY THE PROMOTER
WITHIN NAMED:**

**SIGNED AND DELIVERED
BY THE WITNESS
WITHIN NAMED:**

**SIGNED AND DELIVERED BY
BY THE WITNESS
WITHIN NAMED:**

SCHEDULE 'A'

PLEASE INSERT 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 VILLAS/PLOT)

SCHEDULE 'E'

SPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF THE PROJECT)

[The 'Schedules' to this Agreement for Sub-Lease shall be agreed to between the Parties]