

**This is an integral part of AGREEMENT FOR SALE dated \_\_\_\_\_**

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**Name: - \_\_\_\_\_**

**Unit No: - \_\_\_\_\_**

## AGREEMENT FOR SALE

This Agreement for Sale ("**Agreement**") executed on this \_\_\_\_\_ **Day** of \_\_\_\_\_, \_\_\_\_\_.

By and Between

**M/s. Aurika Homes Private Limited** (CIN No: U70109DL2021PTC386139) (a company incorporated under the Companies Act, 2013), having its registered office at **Shop No. 8, Ground Floor, C.S.C. AGCR Enclave, New Delhi – 110092** and its corporate office at **11<sup>th</sup> Floor, Gulshan One29, Sector 129, Noida, Uttar Pradesh - 201301** (PAN –AAVCA7397N), represented by its authorized signatory **Mr. \_\_\_\_\_ (PAN No. \_\_\_\_\_)** authorized vide board resolution dated \_\_\_\_\_ (hereinafter referred to as the "**Promoter**", which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns).

AND

**Mr. \_\_\_\_\_ (Aadhar No. \_\_\_\_\_), aged about \_\_\_\_\_ Years, Son of Mr. \_\_\_\_\_, Resident of \_\_\_\_\_;** called the "**Allottee**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her/their heirs, executors, administrators, successors-in-interest and permitted assigns).

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

### 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) "**Government**" means the Government of the State of Uttar Pradesh;
- (c) "**Rules**" means the Real Estate (Regulation and Development) "Regulations" means the Regulations made under the Real Estate (Regulation and Development Act, 2016 for the State of Uttar Pradesh);
- (d) "**Section**" means a section of the Act.
- (e) '**BDA**' shall mean Bareilly Development Authority.

PROMOTER

ALLOTTEE

CO - ALLOTTEE

**WHEREAS:**

- A. M/s. Aurika Homes Private Limited ("**Promoter**") is the absolute and lawful owner of the lands admeasuring 6.38 (Acres.) approx., situated in village Mudiya Ahmed Nagar, Bareilly more particularly detailed in **Schedule A** hereof ("**Said Land**").
- B. The Promoter has purchased the said land vide various conveyance deeds which are more precisely described below ("**Conveyance Deeds**"):

<b>S.No</b>	<b>Detail of Conveyance Deed</b>
1.	Conveyance Deed dated 05/09/2023, duly registered in the office of Sub-Registrar-II, Bareilly vide book No.1, Volume No. 14957, Page No.387 to 436 as Document No. 13769
2.	Conveyance Deed dated 05/09/2023, duly registered in the office of Sub-Registrar-I, Bareilly vide book No.1, Volume No.14555, Page No.105 to 164 as Document No. 13091

- C. The Promoter is developing a commercial project on the Said Land under the name '**AURIKA AVENUE**' ("**Project**"). The Promoter has planned to develop and market commercial Shop/ Spaces as per the layout plans approved by the competent authorities vide **Building Plan Approval Certificate** dated \_\_\_\_\_ bearing Building Plan Application No. \_\_\_\_\_.
- D. 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 developed have been completed;
- E. The Promoter has obtained the final layout plan, sanctioned plan, specifications and approvals for the Project from Bareilly Development Authority (BDA). The Promoter agrees and undertakes that it shall not make any changes to these approved plans except in compliance with section 14 of the Act and/or other laws as applicable;
- F. The Promoter has registered the Project under the provisions of the Act with the Uttar Pradesh Real Estate Regulatory Authority at Lucknow under registration no. \_\_\_\_\_; The Allottee had applied for a Commercial Shop/ Space in the Project vide application no. \_\_\_\_\_ dated \_\_\_\_\_ and has been allotted a Commercial Shop/ Space bearing Unit no. \_\_\_\_\_, in Block \_\_\_\_\_, **measuring** \_\_\_\_\_ Square meter, equivalent to \_\_\_\_\_ square feet, **ALONG WITH** all easements, privileges, rights and benefits attached thereto (hereinafter referred to as the "**Unit**") more particularly

described in **Schedule B**, and the layout plan of the Unit is annexed hereto and marked as **Schedule C**);

- G. The Allottee has inspected the site where the Project is proposed to be developed along with the ownership records and other related documents and hereby acknowledges that the Promoter has readily provided all information and clarifications as required. The Allottee has relied solely on his personal judgment in deciding to enter into this Agreement and to purchase the Said Unit. Further, the Allottee is satisfied about the title of the Promoter related to the Project and is also content with the right, title and interest of the Promoter to sell the Said Unit and receive the Total Price.
- 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 sell and the Allottee hereby agrees to purchase the Unit, ALONG WITH all easements, privileges, rights and benefits attached thereto.

**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 to the Allottee and the Allottee hereby agrees to purchase, the Unit as specified in Recital F.
- 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 of the Shop/ Space is **Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only)** and taxes as may be applicable from time to time, further specifically described in **Schedule D**.

**Explanation:**

- (i) The Total Price above includes the booking amount paid by the allottee to the Promoter towards the Unit. The Allottee/s further confirm/s that he/she/they/it has/have voluntarily and willingly paid any and all amounts including Booking Amount to the Promoter on or prior to the execution of this Agreement.
- (ii) The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter by way of Goods and Services Tax or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter, by whatever name called) up to the date of handing over the possession of the Unit to the allottee and the project to the association of allottees or the competent authority, as the case may be, after obtaining the occupation or completion certificate as may be permissible.
- (iii) It is agreed that taxes shall be paid by the Allottee/s on actuals and accordingly in case there is any change/modification in the taxes, the subsequent amount payable by the Allottee/s to the Promoter shall be increased/reduced based on such change/modification.
- (iv) 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;
- (v) The Promoter shall periodically intimate in writing to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment demanded by the Promoter within the time and in the manner specified therein. In addition, the Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;
- (vi) The Total Price of Unit includes recovery of not only the Shop Area but also the, built up area, Common Areas, internal development charges, external development charges, taxes, cost of providing electrical connectivity to the nearest pole/point

of the Unit, water line and plumbing, and includes cost for providing all other common facilities including community charges. However it is hereby clarified that the electric, water, sewerage connection charges etc., shall be obtained by the Allottee directly from the Government or Competent Authority or Local Body at its own cost, charge and expense. These charges are not included in the Total Price of the said Unit and shall be borne by the Allottee.

- (vii) The Total Price shall be free of escalation, save and except the escalation/increases which the Allottee/s hereby agree/s to pay, due to escalation/increase on account of development fee payable to the Governmental Authorities and/or any other increase in charges which have or may be levied or imposed by any Governmental Authorities from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee/s for increase in development fee, cost/charges imposed by the Governmental Authorities, the Promoter shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee/s, which shall only be applicable on subsequent payments. The Promoter shall thus be entitled to an increase in the Total Price proportionate to the extent of such escalations/increases. Such additional Total Price shall be determined by the Promoter and shall be due and payable as and when communicated by the Promoter to the Allottee/s.

Provided that if there is any new imposition or increase of any development fee after the expiry of the schedule date of completion, or any extension thereof granted by the Authority, 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/s.

- 1.4. The Allottee shall make the payment as per the payment plan set out in **Schedule E ("Payment Plan")**.
- 1.5. On and from the Date of Offer of Possession (whether or not the Allottee/s has/have taken possession of the Commercial Shop/ Space or not), the Allottee/s shall be continuously bound and liable to bear and pay in respect of the Shop/ Space, his/her/their/its share of the outgoings, maintenance charges, comprising of general maintenance, including but not limited to property taxes, non-agricultural taxes, rates, taxes, cesses, assessments, insurance premium, maintenance charges, management and upkeep of the Project, and such other charges or expenses necessary or incidental for maintenance and upkeep of the

Project. For the purpose of payment of maintenance charges in common with other allottees/purchasers of the Project, the same shall be in proportion to the Commercial Shop/ Space Area. It is clarified that such maintenance charges shall be payable over and above the Total Price.

- 1.6. It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described herein **at Schedule 'F' and Schedule 'G'** (which shall be in conformity with the advertisement, prospectus etc., on the basis of which sale is effected) in respect of the Commercial Shop/ Space, as the case may be, without the previous written consent of the Allottee as per the provisions of the Act. Provided that the Promoter may make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act.
- 1.7. The Promoter shall confirm to the area of a Unit as per approved Layout plan that has been allotted to the Allottee after the development of the Blocks along with essential services [as mandated by Rules and Regulation of competent authority] is complete. The Promoter shall inform the allottee about any details of the changes, if any, in the area. The total price payable for the area shall be recalculated upon confirmation by the Promoter. If there is reduction in the area then the Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate prescribed in Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the area, the Promoter may demand that from the Allottee as per the next milestone of the Payment Plan as provided in **Schedule E**. All these monetary adjustments shall be made at the same rate per square meter as agreed in para 1.3 and Schedule D of this Agreement.
- 1.8. Subject to para 9.3 the Promoter agrees and acknowledges, 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. 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 clarified that the promoter shall hand over the common areas to the association of allottees/competent authorities 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 site to assess the extent of development of the project and his Unit, as the case may be.

1.9. The Promoter agrees to pay all outgoings before transferring the physical possession of the Unit 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, 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 liability, mortgage loan and interest thereon before transferring the Unit to the Allottees, the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefore by such authority or person.

1.10. A sum of Rs. - \_\_\_\_\_/- (**Rupees** \_\_\_\_\_ **Only**) i.e. 10% of the Total Price shall be treated as the Booking Amount of the Unit. The Allottee hereby agrees to pay the Booking Amount and the remaining price of the Unit as prescribed in the Payment Plan [**Schedule E**] as may be demanded by the Promoter within the time and in the manner specified therein. Provided that if the allottee delays in payment towards any amount which is payable, he shall be liable to pay interest at the rate prescribed in Rules.

1.11. The Allottee/s has paid a sum of \_\_\_\_\_/- (**Rupees** \_\_\_\_\_ **Only**) including GST being part payment towards the Total Price of the Commercial Shop/ Space at the time of application, the receipt of which the Promoter hereby acknowledges and the Allottee/s hereby agree/s and undertake/s to pay to the Promoter the balance/ remaining Total Price as prescribed in the Statement annexed hereto and marked **Schedule-E** as may be demanded by the Promoter within the time and in the manner specified therein and/or within 15 (Fifteen) days from the date of a written demand being made by the Promoter

Provided that if the Allottee/s delay/s in payment towards any amount which is payable to the Promoter as per terms of this Agreement, Allottee/s shall be liable to pay Interest.

## **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 E**] through A/c Payee cheque/demand draft/bankers cheque or online payment (as applicable) in favour of '**Aurika Homes Private Limited**' payable at Bareilly/Noida.

## **3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:**

**3.1** The Allottee/s, if resides outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made thereunder or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to 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 laws. The Allottee/s understand/s and agree/s 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.

**3.1.** The Promoter accepts no responsibility in regard to matters specified in para 3.1 above. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the commercial status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the applicable laws. The Promoter shall not be responsible towards any third party making payment/remitances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the said Unit applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

## **4. ADJUSTMENT/APPROPRIATION OF PAYMENTS:**

The Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding

of the Allottee against the Unit, if any, 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:**

**5.1** The Promoter shall abide by the time schedule for completing the Project and handing over possession of the Commercial Shop/ Space as disclosed herein.

**5.2** Time is of the essence in respect of the performance by the Allottee/s of all his/her/their/its obligations, including financial obligations, subject to the Payment Plan as provided in **Schedule-E**, subject to simultaneous completion of construction by the Promoter as set forth thereunder. If any time period specified herein is extended in writing by the Promoter in its discretion, such extended time period shall also be of the essence.

**5.3** The Allottee/s hereby confirm/s personally and as a prospective member/s of the Residents Welfare Association, all of the following, which are and shall always be the essence of this Agreement, that is:

- (i)** all the matters, and the rights, powers, authorities, discretions, and entitlements of the Promoter, as recorded and contained in this Agreement including this Article, and the Promoter's intent and desire in respect of the Said Land and the developments thereof;
- (ii)** the Allottee/s has/have, and shall have no right now or in future, to make, or raise, any objection to the rights, powers, authorities, discretions and entitlements of the Promoter as contained in this Agreement including this Article, and no consent or permission in that regard shall be required to be obtained or given by them;
- (iii)** the Allottee/s shall not object to, hinder, obstruct or interfere with the Promoter exercising its rights and powers herein or any grounds.
- (iv)** 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.

**6. DEVELOPMENT OF THE PROJECT/ COMMERCIAL SHOP/ SPACE DEVELOPMENT:**

The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the Unit and accepted the layout plan, payment plan and the specifications, amenities and facilities which have been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said layout 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 competent authority and shall not have an option to make any variation /alteration / modification in such plans, other than in the manner provided under the Act, and breach of this term by the Promoter shall constitute a material breach of the Agreement.

## **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 the essence of the Agreement. The Promoter assures to hand over possession of the Unit on or before \_\_\_\_\_. The ready and complete common areas with all specification, amenities and facilities shall be handed over once the project is complete with completion of all Blocks of project on the Said Lands, unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project ("**Force Majeure**"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Unit, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the allotment within 120 days from that date. The promoter shall intimate the Allottee about such termination at least thirty days prior to such termination. After refund of the money paid by the Allottee, the Allottee agrees that he/ she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.
- 7.2. **Procedure for taking possession** - The Promoter, upon obtaining the Occupancy certificate/Completion 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 occupancy/part completion certificate. Provided that, in the absence of local law, the conveyance deed in favour of the Allottee shall be carried out by the promoter within 3 months from the date of issue of occupancy/part completion

certificate. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee, after taking possession, agree(s) to pay the maintenance charges as determined by the Promoter/association of Allottees, as the case may be after the issuance of the completion certificate for the project. The promoter shall hand over the occupancy/part completion certificate of the Unit/Commercial Shop/ Space, as the case may be, to the Allottee at the time of conveyance deed of the same.

- 7.3. **Failure of Allottee to take Possession of Unit** - Upon receiving a written intimation from the Promoter as per para 7.2, 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 para 7.2, such Allottee/s shall be liable to pay to the Promoter holding charges at the rate of Rs. 20/- (INR Twenty only) per month per sq. Mtr. of Commercial Shop/ Space Area for the period beyond 3 months till actual date of possession in addition to maintenance charges as specified under the Payment Plan.
- 7.4. **Possession by the Allottee** - After obtaining the occupancy/completion certificate and handing over physical possession of the Unit to the Allottees, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common areas, to the association of Allottees or the competent authority, as the case may be, as per the local laws. Provided that, in the absence of any local law, the promoter shall handover the necessary documents and plans, including common areas, to the association of Allottees or the competent authority, as the case may be, within thirty days after obtaining the completion certificate.
- 7.5. **Cancellation by Allottee** – The Allottee shall have the right to cancel/withdraw his allotment in the Project as provided in the Act:

Provided that where the Allottee/s proposes to cancel/withdraw/terminate from the Project without any fault of the Promoter, the Promoter herein is entitled to forfeit the Booking Amount paid for the allotment of the Commercial Shop/ Space. Upon such termination, the Allottee/s shall execute and register a Deed of Cancellation recording such termination and cancellation of this Agreement, however the date of the Allottee/s aforesaid notice of termination shall be and be deemed to be the date on which this Agreement has stood terminated and cancelled. The Promoter shall return 50% (fifty percent) of the balance amount of money paid by the Allottee/s within 45 (forty five) days of such cancellation / withdrawal

and the remaining 50% (fifty percent) of the balance amount on re-allotment of the Commercial Shop/ Space or at the end of one year from the date of cancellation / withdrawal by the Allottee/s, whichever is earlier. The Promoter shall inform the previous Allottee/s the date of re-allotment of the said Commercial Shop/ Space and also display this information on the official website of UP RERA on the date of re-allotment.

- 7.6. **Compensation** – The Promoter shall compensate the Allottee in case of any loss caused to him due to defective title of the land, on which the project is being developed or has been developed, in the manner as provided under the Act and the claim for interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force.

Except for occurrence of a Force Majeure event, if the promoter fails to complete or is unable to give possession of the Unit (i) in accordance with the terms of this Agreement, duly completed by the date specified in para 7.1; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Promoter shall be liable, on demand to the Allottees, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Unit, with interest at the rate prescribed in Rules including compensation in the manner as provided under the Act within forty-five days of it becoming due. Provided that where if the Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee interest at the rate prescribed in 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 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:

- (i) The Owner has absolute, clear and marketable title with respect to the said Land; the Promoter has requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;
- (ii) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;

- (iii) There are no encumbrances upon the said Land or the Project except as disclosed by the Promoter during registration of the Project under the Act;
- (iv) There are no litigations pending before any Court of law or Authority with respect to the said Land, Project or the Unit except as disclosed by the Promoter during registration of the Project under the Act;
- (v) 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 all applicable laws in relation to the Project, said Land, Unit and common areas;
- (vi) 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;
- (vii) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Land, including the Project and the said Unit which will, in any manner, affect the rights of Allottee under this Agreement;
- (viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Unit to the Allottee in the manner contemplated in this Agreement;
- (ix) At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical 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;
- (x) The Schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Schedule Property;
- (xi) 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 has been issued and possession of Unit 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;

- (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 Promoter in respect of the said Land and/or the Project.

## **9. EVENTS OF DEFAULTS AND CONSEQUENCES:**

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

- (i) Promoter fails to provide demarcated possession of the Unit to the Allottee within the time period specified in para 7.1 or fails to complete the project within the stipulated time disclosed at the time of registration of the project with the Authority. For the purposes of developed Unit, it shall mean the Unit, having provision of water supply, sewerage, electricity, roads or any other amenities approved in the demarcation-cum-zoning plan /Layout plan, essential for habitable environment (as per guidelines of the competent authority) and for the same the promoter has obtained demarcation-cum-zoning plan/ part completion/completion certificate, as the case may be; However, notwithstanding anything stated herein, the Promoter shall not be responsible towards any delay caused by the relevant authority in granting such part completion/completion certificate or any other approval, and the Promoter shall be required to follow up with the authorities on a best efforts basis.
- (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 thereunder.
- (iii) Any temporary suspension of the registration of the Project under the Act shall be considered to be a force majeure event till the matter is sub-judice.

9.2. In case of Default by Promoter under the conditions listed above, Allottee is entitled to the following:

- (ii) Stop making further payments to Promoter as demanded by the Promoter. If the Allottee stops making payments, the Promoter shall correct the situation by completing the construction

milestones and only thereafter the Allottee be required to make the next payment without any interest; or

- (iii) The Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the Unit, along with interest at the rate of 10 % (Ten Per cent) per annum within forty-five days of receiving the termination notice:

Provided that where an Allottee does not intend to withdraw from the project or terminate the Agreement, he shall be paid, by the promoter, interest at the rate of 10 % (Ten Per cent) per annum, 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 forty-five days of it becoming due.

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

- (i) In case the Allottee fails to make payments for 2 (two) consecutive demands made by the Promoter 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 of 10 % (Ten Per cent ) per annum;
- (ii) In case of Default by Allottee under the condition listed above continues for a period beyond 2 (two) consecutive months after notice from the Promoter in this regard, the Promoter may cancel the allotment of the Unit in favour of the Allottee and refund the money paid to him by the Allottee by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated. Provided that the promoter shall intimate the Allottee about such termination at least thirty days prior to such termination.
- (iii) The termination stated above shall take effect upon the Promoter sending a notice in writing to the Allottee. Notwithstanding the same, the Allottee shall be under obligation to sign and execute all documents that the Promoter may require the Allottee to sign.

**10. CONVEYANCE OF THE SAID UNIT:**

The Promoter, on receipt of Total Price of the Unit as per para 1.2 under the Agreement from the Allottee, shall execute a conveyance deed

and convey the title of the Unit within 3 months from the date of issuance of the occupancy/part completion certificate or the completion certificate, as the case may be, to the Allottee. However, in case the Allottee fails to deposit the stamp duty and/or registration charges within the period mentioned in the notice, the Allottee authorizes the Promoter to withhold registration of the conveyance deed in his/her favour till payment of stamp duty and registration charges to the Promoter is made by the Allottee. The Allottee further agrees and undertakes to be present before the Competent Authorities for this purpose on the date(s) as may be communicated by the Promoter. The Allottee shall be solely responsible and liable for compliance of the provisions of the Indian Stamp Act, 1899, the Registration Act, 1908 and/or other Applicable Laws, including any actions taken or deficiencies / penalties imposed by the Competent Authority.

## **11. MAINTENANCE OF THE SAID UNIT/ PROJECT:**

- 11.1. The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the association of Allottees upon the issuance of the completion certificate of the project. The cost of such maintenance along with applicable tax shall be borne by the Allottee on pro-rata basis.
- 11.2. The Allottee agrees to execute a maintenance agreement along with other necessary documents, undertakings etc. in the standard format, with the Promoter / the Association of Allottees / the Maintenance Agency as appointed for maintenance and upkeep of the Project. Execution of the maintenance agreement shall be a condition precedent for handing over possession of Unit by the Promoter and also for executing the Conveyance Deed of the Unit.
- 11.3. In addition to the Association/ Promoter's/ Maintenance Agency's rights of unrestricted access of all Common Areas and Facilities for providing maintenance services, the Allottee agrees to permit the Promoter or the Maintenance Agency or their authorized personnel / workers to enter into the Unit or any part thereof, after due notice and during the normal working hours, to inspect the Unit and / or to carry out any repair work relating to construction / development that may be impacting the Unit or the adjoining Units or the Common Areas. The Allottee agrees and undertakes that either itself or through the Association, it shall not carry out any unauthorized maintenance or usage of common areas.

## **12. DEFECT LIABILITY:**

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter in the Project (except the Unit/Commercial Shop/ Space) is brought to the notice of the Promoter within a period of 5 (five) years by the Allottee from the date of handing over possession, it shall be the duty of the Promoter to rectify such defects without further charge, within reasonable time, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottees shall be entitled to receive appropriate compensation in the manner as provided under the Act.

### **13. RIGHT TO ENTER THE UNIT FOR REPAIRS:**

The Promoter/maintenance agency/association of Allottees 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 association of Allottees and/or maintenance agency to enter into the 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:**

- 14.1. The Allottee shall use the Unit only for commercial purposes for which it is allotted and in a manner that does not cause nuisance or annoyance to other occupants of the Units. Use of the Unit shall not be against public policy and/or for any unlawful, illegal or immoral purposes and/or for any temporary or permanent storage of any hazardous, toxic, combustible or inflammable materials and chemicals and/or for any purpose which is likely to cause any damage to any boundary wall of the Unit and/or to any unit adjacent to the Unit and/or anywhere in the Project and/or which in any manner interferes with and/or obstructs the use of the Common Areas.
- 14.2. The Allottee hereby agrees and confirms to indemnify the Promoter against any penal action and liability, damage, loss, claim, demand etc. due to misuse of the Unit for which the Allottee of the Unit shall be solely liable and responsible, without any recourse to the Promoter.
- 14.3. If the Allottee uses or permits use of the Unit for any purpose other than as stated herein or otherwise for any illegal or unlawful purpose, the Promoter shall be entitled to cancel this Agreement and repossess the Unit besides pursuing such other remedies as may be available to the Promoter under the Applicable Laws.

### **15. GENERAL COMPLIANCE WITH RESPECT TO THE UNIT:**

- 15.1. Subject to para 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the Unit at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the other Building, or the Unit, or 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 Unit and keep the Unit, its outer boundary 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 other Units are 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 / name-plate, neon light, publicity material or advertisement material etc. on the face / facade or anywhere on the exterior of the Project, common buildings therein 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 passages.
- 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**

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

## **17. ADDITIONAL CONSTRUCTIONS:**

- 17.1 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 and this Agreement.
- 17.2 That the Allottee understand that the said Unit is a duly approved Commercial Shop/ Space, in the event if the Allottee carries out any construction work on the Unit, it shall do so in accordance with the applicable law and only after obtaining the requisite approvals/permission from the government/competent authorities. The Promoter shall not be held liable in case of non-compliance. It is clarified here by the Promoter and the Allottee agrees, accepts and

understands that in case the Allottee chooses/decides to carry out any construction work on the unit allotted, the Allottee shall be solely responsible to get all necessary approvals, including structural safety certificate from the person authorized/qualified to certify that the construction over the unit is safe and within the load bearing capacity. However, in case the proposed construction is not allowed/approved by the Government Authority or is said to be against the safety norms, unsafe in any manner, the Allottee shall not carry out any such construction, in-case of vice-versa the Allottee shall be solely responsible for all consequences arising thereof.

## **18. MORTGAGE OR CREATION OF A CHARGE:**

- 18.1. After the Promoter executes this Agreement he shall not mortgage or create a charge on the Unit 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 Unit.
- 18.2. The Allottee may, for the purpose of facilitating the payment of the Total Price obtain financial assistance from banks/financial institution after obtaining prior written permission from the Promoter. Any such arrangement / agreement shall be entered into by the Allottee at his sole cost, expense, liability, risk and consequences. In the event of obtaining any financial assistance and/or housing loan from any bank/financial institution, the Promoter may issue the permission / NOC as may be required by the banks / financial institution subject however, that the Promoter shall by no means assume any liability and/or responsibility for any such loan and/or financial assistance which the Allottee may obtain from such bank/ financial institution. The Allottee shall keep the Promoter indemnified from all costs, expenses, injuries, damages etc. which the Promoter may suffer for any breach / default that may be committed by the Allottee to the third party(ies) / banks/ financial institution. In this regard, the Promoter may at the request of Allottee, enter into a tripartite agreement with the Allottee' banker / financial institution to facilitate the Allottee to obtain the loan from such bank / financial institution for purchase of the Said Unit. The Allottee hereby agrees that the Promoter shall be entitled to cancel this Allotment Letter at the request of the Allottee's banker / financial institution in the event of any breach of the terms and conditions under the loan agreement / tripartite agreement committed by the Allottee.
- 18.3. The Allottee may obtain finance from any financial institution / bank or any other source as stated above, but the Allottee's obligation to purchase the Unit and pay the amounts payable pursuant to this Allotment Letter is not to be contingent on the Allottee's ability or

competency to obtain such financing and the Allottee will remain bound under this Agreement whether or not the Allottee has been able to obtain financing for the purchase of the Unit.

## **19. INDEMNITY**

The Allottee undertakes to indemnify and keep the Promoter, and their officers / employees jointly and severally fully indemnified and hold harmless from and against any actions, suits, claims, proceedings, damages, liabilities, losses, expenses or costs (“**Claims**”) faced, suffered, inflicted or incurred by the Promoter, other occupants as consequence of breach of any of the representations, warranties covenants or provisions as mentioned herein. It is agreed that the Allottee shall be responsible for the failure to comply with the obligations herein or for the occurrence of any hazard within the Unit due to the Allottee’s wilful misconduct and / or negligence. In such an event, the Allottee shall keep and hold the Promoter fully indemnified for the quantum of loss, penalty caused or borne by the Promoter, claims or demands raised on the Promoter due to such wilful misconduct and / or negligence on the part of the Allottee.

## **20. BINDING EFFECT:**

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter. If the Allottee fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith forming part of booking amount shall be forfeited by the Promoter.

## **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 said Unit.

**22. RIGHT TO AMEND:**

This Agreement may only be amended through 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:**

24.1. The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee in not making payments as per the Payment Plan [Schedule F] 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 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.

24.2. 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.

**25. SEVERABILITY:**

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, 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.

**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 in Project, the same shall be in proportion with the area of the Unit 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 its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, in Bareilly/Noida after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar at Bareilly. Hence this Agreement shall be deemed to have been executed at Bareilly.

**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:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

India.

**Aurika Homes Private Limited**

Black Opal, 11<sup>th</sup> Floor, Gulshan One29,  
Sector 129, Noida, Uttar Pradesh -201301,  
India

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 which shall for all intents and purposes to consider as properly served on all the Allottees.

**31. OTHER TERMS**

In addition to rights, entitlements, powers, authorities and discretions of the Promoter, and the information and disclosures referred to, contained and made elsewhere in this Agreement, the Promoter has informed, and made the Allottee/s aware, of the following matters and the Allottee/s agrees to and accepts the same, inter alia, on the basis and strength of which the Promoter has entered into this Agreement:

- (i) The Promoter has the right, in the Promoter's discretion, to receive, collect to itself, appropriate, apply and utilise the entire consideration/purchase price received from the allottees/purchasers of the premises in the Project.
- (ii) The Project is, and shall be, undertaken and implemented, by the Promoter in the manner it may deems fit and with an entitlement to develop the Development Potential on the project land, in its discretion, on or before Project Completion subject to Force Majeure Events. No persons or parties, including Allottee/s and the Residents Welfare Association, shall interfere, obstruct or in any manner deal with any matters relating to the Project.
- (iii) Governmental Authority has set out, and may set out, any terms, conditions and restrictions which may apply to, and have to be complied with, by the Promoter, and/or the purchasers and allottee/s of Premises in the Project.

**32. OTHER RIGHTS & POWERS OF THE PROMOTER:**

- 32.1. The Promoter has availed of and/or may avail of financial assistance, including any construction/corporate loans, infrastructure loans, from bank/s, financial institution/s, and/or person/s against security of any part/s of the Said Land including the Project Land, and/or in respect of the Project, or any part thereof, or any receivables, which have been, or may be, mortgaged, or charged to such banks and/or financial

institutions and/or other persons as security for repayment of the financial assistance taken from them. As part of any such arrangement by the Promoter, all or any of the responsibilities and/or obligations and rights of the Promoter under this Agreement may be transferred to any other person in compliance with the provisions of RERA. The Promoter agrees that simultaneously with or before the registration of the Conveyance Deed, the Promoter shall obtain a letter releasing mortgage or charge of such bank/s, and/or financial institution/s, and/or person/s, over the Commercial Shop/ Space alone, enabling the Promoter to complete the allotment and sale thereof to the Allottee/s, free of the same.

- 32.2. The Promoter shall not be liable to bear or pay any contributions, deposits, expenses, transfer fees, non-occupancy charges, donations, premiums or any other amounts, charges or liabilities whatsoever to the Resident Welfare Association to be formed in respect of the Project, as the case may be, in respect of any unsold/unallotted Premises.
- 32.3. The Promoter and/or its affiliates shall in its discretion, control the placement, installation and provision of any types of temporary and permanent signage and hoardings (including neon, backlit and illuminated signage and hoardings) of whatsoever nature upon and in the Project and/or any part thereof till such time the Project is completed, and the Common Areas are handed over in favour of the Resident Welfare Association to be formed in respect of the Project. Further, the Promoter and/or its affiliates shall always have full complete and unrestricted access to such hoardings, and signage. Without prejudice to the generality of the foregoing provisions the Promoter and/or its affiliates shall have full rights, in its/their discretion, to install its/their name/s and any other intellectual property of the Promoter at one or more places or in or upon the Said Land and/or upon the Project and/or any Common Areas and/or any Limited Common Areas & Amenities, and/or at the entrances and exits thereof. The Promoter and its affiliates have, shall always have and reserve/s, to themselves full and free right of way and means and access to such place or places for the purpose of installing, maintaining and replacing such hoardings and signage.
- 32.4. The Promoter shall have right, in its discretion to promote, manage and undertake all public events (including sales event etc.) held in or upon any Limited Common Areas & Amenities and/or Common Areas up-to the Project Completion and to apply the net revenues generated therefrom towards costs incurred by the Promoter in undertaking its diverse obligations in relation to the Project.

### **33. ADDITIONAL COVENANTS AND OBLIGATIONS OF ALLOTTEE/S**

- 33.1 The Allottee/s is/are fully and completely informed and is/are aware that all Informative Materials, and/or all matters related or incidental thereto, have been, and always will be, merely for the sake of convenience, whereby the terms, conditions, and provisions of this Agreement shall

solely and exclusively apply and control.

- 33.2 On and after the Date of Offer of Possession, the Allottee/s shall: (a) use the Commercial Shop/ Space and permit the Commercial Shop/ Space to be used only for a commercial purpose.
- 33.3 The Allottee/s, with the intention to bind all persons in whosoever's hands the Commercial Shop/ Space may come, hereby agree/s, confirm/s undertake/s and covenant/s with the Promoter as follows:
- (i) To submit approved plans and specifications in respect of permissible Construction on the Commercial Shop/ Space and only after obtaining BDA prior written approval in respect thereof to start construction work;
  - (ii) To bear and pay all increases in the Taxes, as well as all water charges, insurance premium and other levies, imposed on account of any change permitted (as provided herein) to be made in the user of the Commercial Shop/ Space or by the Allottee/s;
  - (iv) To observe, perform and comply with the terms, conditions and covenants of the Transfer Deed (as and when executed), the rules and bye-laws imposed by BDA and all other rules, regulations and bye-laws which the Promoter, and/or any Governmental Authorities may specify and those which the Residents Welfare Association (as and when formed and registered by the Promoter in respect of the Project), as the case may be, may adopt or frame at its/their inception, and any modification thereof, from time to time;
  - (v) not to let, sub-let, transfer, assign or part with any interest or benefit under this Agreement or part with the possession of the Commercial Shop/ Space (if the Date of Offer of Possession has occurred and the Allottee/s has/have taken possession of the Commercial Shop/ Space in terms and in accordance with this Agreement) until the Allottee/s has/have complied with all his/her/their/its obligations under this Agreement;
  - (vi) shall also observe and perform all the stipulations and conditions laid down by the Residents Welfare Association regarding the maintenance, repair, management and administration of the Project/Commercial Shop/ Space and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement;
  - (vii) to contribute his/her/their/its share of expenses towards painting, repairs, waterproofing, refurbishment and structural audits and fire audits (including fire safety audits) of the Project and the Common Areas & Amenities, or at such intervals as may be stipulated by the Promoter and/or the Residents Welfare Association and and/or designated maintenance agency;
  - (viii) on and after the Allottee/s is/are permitted to enter/start construction upon the Commercial Shop/ Space, after the Date of Offer of Possession in terms of Article 7, to make suitable arrangement for removal of debris arising out of such Construction work including all interior decoration, renovation, furniture making or any other allied work on the Commercial Shop/ Space. In case such debris is not removed by the Allottee/s, the

- Allottee/s shall pay/reimburse to the Promoter, the cost incurred in the removal of such debris;
- (ix) the availability of electricity and/or water to the said Commercial Shop/Space/Unit are dependent upon the concerned supplier/provider/authority thereof;
  - (x) not to store in the Commercial Shop/ Space (building constructed thereafter) any goods, objects or materials which are or may be of hazardous, combustible or dangerous nature, or are or may be so heavy as to damage the construction or structure of the Project, or the storing of which goods, objects or materials is objected to or prohibited by the Promoter, and/or the PMC, and/or any Governmental Authorities, and to be liable for all damage that may be caused thereto by the Allottee/s;
  - (xi) the wet and dry garbage generated in and from the said Unit shall be separated by the Allottee/s and the wet garbage generated in and from the Project shall be treated separately by the Residents Welfare Association of the Project;
  - (xii) not to throw dirt, rubbish, rags, garbage or other refuse, or permit the same to be thrown from the Unit, in the compound or any portion of the Project and/or the Common Areas & Amenities;
  - (xiii) not, without the prior written permission of the Promoter, and/or the maintenance agency:
    - (a) to affix/install any sign, name or display boards, or any hoardings or neon lights in or outside the Project and/or the Common Areas & Amenities;
    - (b) to cover or enclose in any manner whatsoever, the open set back area earmarked by the Bareilly Development Authority;
    - (c) to do or permit or suffer to be done any act, deed, matter or thing which may render void or voidable any insurance of the Project, and/or any of the Common Areas & Amenities, and to make payment of any additional or increased premiums in respect thereof, as may arise on account of any breach by the Allottee/s;
    - (d) to do or perform, or cause/permit to be done or performed, any act, deed, matter or thing which may or is likely to cause nuisance, disturbance or annoyance to the allottees, purchasers or occupiers of any other Unit in the Project or in the Said Land;
    - (e) to demand or claim any partition or division of the Allottee/s ultimate interest as provided herein, in the Project and/or Said Land including the Project Land and/or the Common Areas & Amenities, or any part thereof, it being expressly agreed, understood and confirmed by the Allottee/s that his/her/their/its interest therein will, if the allotment and transfer herein is completed, be impartible.
    - (f) The Allottee/s shall, if and whenever requested by the Promoter hereafter, and within fifteen (15) days of receiving the Promoter's written intimation in this regard, sign, execute and deliver to the Promoter in such form as may be desired by it, any applications, consents, deeds, writings, etc. recording the confirmations and consents given and granted in this Agreement, and shall attend the office of the Promoter for this purpose

- (g) The Allottee/s agree/s and undertake/s to pay approval charges of its Unit Plan and other charges as may be levied by BDA upon the said Commercial Shop/ Space/Unit and / or proportionate charges to the Project Land.
- (h) The Allottee/s has/have gone through the representations made by the Promoter on the website of the Government Authority as required by Act and shall keep himself/herself/themselves/itself updated with all the matters relating to the Project that the Promoter will upload from time to time.
- (i) The Project shall always be called / known by the name **“AURIKA AVENUE”**.
- (j) All terms, conditions, covenants, stipulations and provisions contained in any agreement/s, undertakings or writings given, or to be given, to Governmental Authority, and in respect of Approvals, and/or special rights and privileges and building agreement/s made or executed or to be made or executed in respect of the Premises in the Project, shall be binding upon the Allottee/s and all the allottees/purchasers/occupants of Premises in the Project.
- (k) The Allottee/s agree/s and undertake/s that he/she/they/it shall observe, perform and comply with all rules, regulations and bye-laws, and take the requisite training of the measures/procedures, as required by the Promoter and/or Resident Welfare Association and/or the statutory authorities with respect to safety (including with respect to natural gas safety) of the Project/the Commercial Shop/ Space that are to be followed in case of any emergency. Furthermore, the Allottee/s and the other allottees/purchasers of the premises in the Project shall ensure that the Resident Welfare Association provide all requisite training to its staff/employee(s) /worker(s) that is to be followed with respect to the safety measures/procedures (including with respect to natural gas safety) to be followed in case of any emergency.
- (l) And the Allottee/s irrevocably agree/s, confirm/s and undertake/s that the covenants and obligations herein, on their part and strict observance and performance thereof, are made, given and to be observed and performed both in his/her/their/its personal capacity, and as prospective member/s of the Resident Welfare Association.

**34. GENERAL PROVISIONS:**

**34.1 Allottee/s Obligation of Confidentiality:**

- (i) The Allottee/s shall during the subsistence of this Agreement and at all times thereafter, keep strictly confidential all Confidential Information, and shall not, without the prior written permission of the Promoter, which may be granted, or refused, in the Promoter's discretion, disclose, or divulge, directly, or indirectly to any third party, except to the Allottee/s advisors and officers (subject always to similar duties of confidentiality), any Confidential Information, except where any Confidential Information:
  - (a) is required by Applicable Law to be disclosed;

- (b) is required to be disclosed by any Governmental Authority with relevant powers to which the Allottee/s is subject or submits;
  - (c) is or shall (otherwise than by breach or default of this Agreement) be in the public domain;
  - (d) is required in connection with any financing which the Allottee/s may require or has already obtained in terms and in accordance with this Agreement.
- (ii) Without prejudice to the generality of the foregoing provisions, the Allottee/s agree/s and undertake/s that no press releases, statements, interviews, publicity, advertisement, notices, disclosures, and/or any other publicity, whether in print or digital media (including social media), of, or concerning, or related to, the agreement for allotment and sale herein, and/or any Confidential Information, shall be directly or indirectly issued, given, made, motivated, distributed, generated, or disseminated, in any manner, and by the Allottee/s, without the prior written permission of the Promoter, which permission may be refused by the Promoter, in its discretion.

**35. SAVINGS:**

Any application letter, allotment letter, agreement, or any other document signed by the allottee, in respect of the Unit, or building, as the case may be, prior to the execution and registration of this Agreement for Sale for such Unit or building, as the case may be, shall not be construed to limit the rights and interests of the allottee under the Agreement for Sale or under the Act or the rules or the regulations made thereunder.

**36. GOVERNING LAW:**

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the Act and the Rules and Regulations made thereunder including other applicable laws of India for the time being in force.

**37. DISPUTE RESOLUTION:**

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

**38. JURISDICTION**

Courts situated in Bareilly/Uttar Pradesh shall have the jurisdiction for all matters arising out of this Agreement.

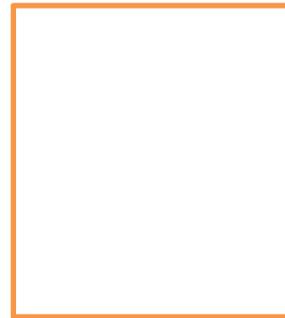
IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for Sale at Noida in the presence of attesting witness, signing as such on the day first above written.

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

**Allottee:**

(i) **Signature** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**India.**



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

**Promoter:**

Signature \_\_\_\_\_  
Name: \_\_\_\_\_  
(Authorised Signatory)

At NOIDA on \_\_\_\_\_ in the presence of:

**WITNESSES:**

1. **Signature** \_\_\_\_\_

**Name** \_\_\_\_\_

**Address** \_\_\_\_\_

2. **Signature** \_\_\_\_\_



PROMOTER

ALLOTTEE

CO - ALLOTTEE

Name \_\_\_\_\_

Address \_\_\_\_\_

### SCHEDULE 'A'

#### DESCRIPTION OF SAID LAND

<u>Land Details</u>	
<b>Khasra No</b>	161, 162, 163, 164, 168, 254 & 256
<b>Village</b>	Mudiya Ahmed Nagar
<b>Location</b>	Near Bada Bypass, Pilibhit Road, Bareilly Uttar Pradesh, India
<b>Total Area (Acres)</b>	6.38 (approx.)
<b>Area Used for Project (Acres)</b>	6.60 (approx.)
<u>Ownership Details</u>	
<b>Type of Ownership</b>	Free Hold
<b>Name of Purchaser</b>	Aurika Homes Private Limited
<b>Date of Registration</b>	<b>Document No.</b>
05/09/2023	13769
05/09/2023	13091
<b>Registered With</b>	Sub-Registrar, Bareilly

**SCHEDULE 'B'**

<b>Unit No.</b>	
<b>Total Commercial Shop/ Space Area (in square Meter)</b>	
<b>North</b>	
<b>South</b>	
<b>East</b>	
<b>West</b>	

**SCHEDULE 'C' - LAYOUT PLAN OF THE UNIT**

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**SCHEDULE 'D' – BREAK UP OF TOTAL PRICE**

<b>Description</b>		<b>Value in INR</b>
Basic Sale Price(BSP) of the Unit	:	
Community Charges (CC)	:	
<b>Total Consideration</b>	:	
GST on BSP	:	
GST on CC	:	
<b>Total GST</b>	:	
Maintenance Charges	:	As applicable
Other Charges	:	As applicable
<b>Total Price</b>	:	

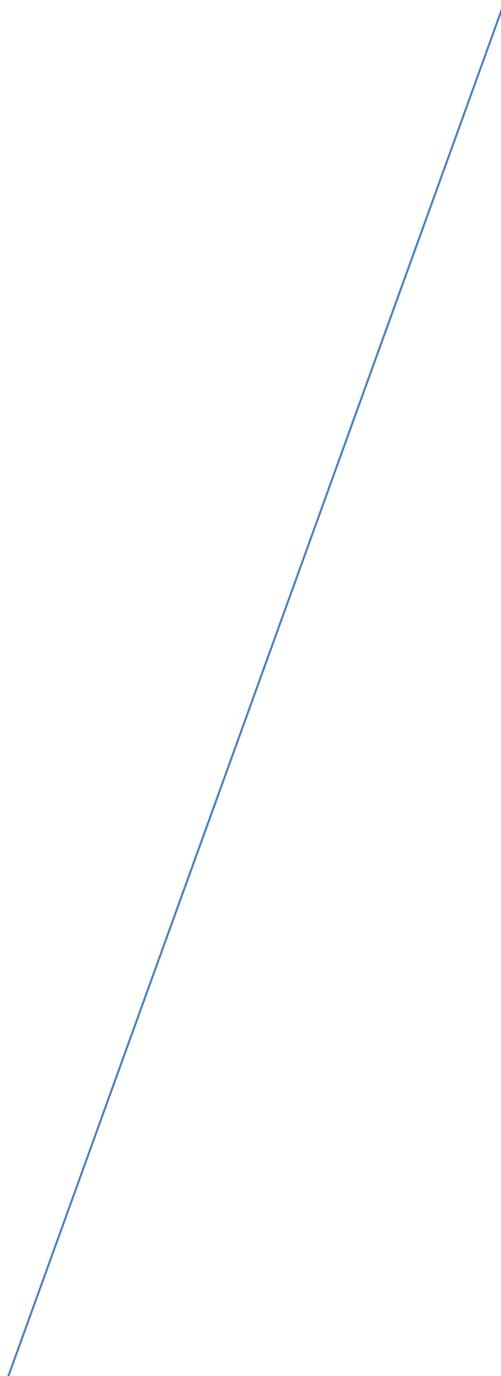
**SCHEDULE 'E' – PAYMENT PLAN**

<b>Milestone Name</b>	<b>% of BSP</b>	<b>Amount</b>
On Booking		
Within 30 days of Booking		
<b>TOTAL</b>	<b>100%</b>	

- Note:**
- a. above payment plan is exclusive of any Taxes.
  - b. All Taxes shall be applicable as per the prevailing laws.

**SCHEDULE 'F' – SPECIFICATIONS (WHICH ARE PART OF THE UNIT)**

Commercial Shop/ Space No. \_\_\_\_\_, measuring \_\_\_\_\_ SQM equivalent to \_\_\_\_\_ SQFT.



**SCHEDULE 'G' – AMENITIES & FACILITIES (WHICH ARE PART OF THE PROJECT)**

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