

### ALLOTMENT LETTER /AGREEMENT FOR SALE

This Allotment letter/Agreement for Sale (“**Agreement**”) executed on this ..... day of .....

By and Amongst

**Prosper Buildtech Private Limited** (CIN No. **U70102DL2013PTC259143**), a company incorporated under the provisions of the Companies Act, [1956 or 2013], having its registered office at **601,6<sup>th</sup> Floor, Plot No-17, Sachdeva Tower, Community Center, Delhi-110092 (PAN AAHCP7244D)**, represented by its authorized signatory/ Director \_\_\_\_\_ (Aadhaar 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/Mrs.** .....(Aadhaar No. ....) **S/o** .....of aged about ..... years & .....(Aadhaar No. ....) **D/o** ..... of aged about ..... years **Both R/o.** ...., (**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).

The Promoter, Owner/Confirming Party and Allottee shall hereinafter collectively be referred to as the “**Parties**” and individually as a “**Party**”.

PROMOTER

ALLOTTEE

CO-ALLOTTEE

**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 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.

**WHEREAS:**

- A. Prosper Buildtech Pvt. Ltd. (“**Owner**”) is the absolute and lawful owner of the lands/Lessee more particularly detailed in **Schedule A** hereof (“**Said Land**”).
- B. The Promoter is developing a residential group housing project on the Said Land or part thereof under the name **Arihant Abode** (“**Project**”). The Promoter has planned to construct and market residential units/ apartments/flats as per the building plans approved by the competent authorities vide memo no. **PLG/BP/3719/FTSNO-7759 of 17.11.2017**.
- C. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the Said Land on which Project is to be constructed have been completed;
- D. The Promoter has obtained the final layout plan, sanctioned plan, specifications and approvals for the Project and also for the apartment plot or building, as the case may be, from Greater Noida Industrial Development Authority. 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;
- E. 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. **UPRERAPRJ15792**; The Allottee had applied for an apartment in the Project *vide* Booking Registration No. ....dated ..... and has been allotted apartment no. .... having carpet area of ..... Square meter, equivalent to ..... square feet, **Type-“.....”** on .... floor in **Tower No. .... (“Building”)** along with ..... car parking in the Project (“**Car Parking**”), as permissible under the applicable law and of *pro rata* share in the common areas as defined in the Uttar Pradesh Apartment (Promotion of Construction, Ownership and Maintenance) Act, 2010 and other applicable rule / regulations and judgement (“**Common Areas**”) (hereinafter referred to as the “**Apartment**” more particularly described in **Schedule B**, and the floor plan of the apartment is annexed hereto and marked as **Schedule C** It is hereby informed that the saleable/total area of the Apartment is .....Square meter, equivalent to .....square feet;
- F. The Allottee has inspected the site where the Project is proposed to be constructed 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 Apartment. 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 Apartment and receive the Total Price.

- G. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;
- H. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project;
- I. 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;
- J. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the Apartment with exclusive right to use irrevocably and forever the Car Parking as defined in Recital F above.

**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 Apartment as specified in Recital F.
- 1.1 (a) **As per RERA laws, the Allotment Letter/Agreement is to be registered with the sub registrar by paying stamp duty charges as & when applicable. The stamp duty charges & registration fees will be payable by the allottee.**
- 1.2. The Total Price for the Apartment along with usage right of parking open/covered (if applicable) based on the carpet area is **Rs. ....and Rs. .... (total amount of which is the applicable tax on the above amount) totaling to Rs. .... (Rupees .....)** ("Total Price"). The break-up of the Total Price is provided in **Schedule E** herein.

**Explanation:**

- (i) The Total Price above includes the booking amount paid by the allottee to the Promoter towards the Apartment;
- (ii) The Total Price above 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 apartment/plot 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 excluding maintenance deposit and lease rent.  
Provided that in case there is any change / modification in the taxes, the subsequent amount payable by the allottee to the promoter shall be increased/reduced based on such change / modification.

Provided further that if there is any increase in the taxes after the expiry of the scheduled date of completion of the project as per registration with the Authority,

which shall include the extension of registration, if any, granted to the said project by the Authority, as per the Act, the same shall not be charged from the allottee;

- (iii) The Promoter shall periodically intimate in writing to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment demanded by the Promoter within the time and in the manner specified therein. In addition, the Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;
  - (iv) The Total Price of Apartment includes recovery of price of land, construction of not only the Apartment but also the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the apartment, lift, water line and plumbing, finishing with paint, marbles/tiles, doors, windows, fire detection and firefighting equipment in the common areas etc. and includes cost for providing all other facilities and amenities forming part of Common Areas and specifications to be provided within the Apartment and the Project but excludes maintenance deposit and lease rent which shall be charged separately.
- 1.3. The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments. Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said project by the Authority, as per the Act, the same shall not be charged from the allottee.
- 1.4. The Allottee shall make the payment as per the payment plan set out in **Schedule F (“Payment Plan”)**.
- 1.5. The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee by discounting such early payments @ NIL% per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.
- 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 ‘G’ and Schedule ‘H’** (which shall be in conformity with the advertisement, prospectus etc., on the basis of which sale is effected) in respect of the apartment, plot or building, 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. The layout of the project is annexed hereto and marked as **Schedule I**.
- 1.7. After the construction of the Building is complete and the occupancy/part completion certificate is granted by the competent authority, details of the changes, if any, in the carpet area is observed then the total price payable for the carpet area shall be recalculated upon confirmation

by the Promoter. If there is reduction in the carpet area then the Promoter shall refund the excess money paid by Allottee within ninety days with annual interest at the rate of 5 BLR + 2 per cent per annum, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area, the Promoter may demand that from the Allottee as per the next milestone of the Payment Plan as provided in **Schedule F**. All these monetary adjustments shall be made at the same rate per square feet as agreed in para 1.2 and Schedule E of this Agreement.

- 1.8. Subject to para 9.3 the Promoter agrees and acknowledges, the Allottee shall have the right to the Apartment as mentioned below:
  - (i) The Allottee shall have exclusive ownership of the Apartment;
  - (ii) The Allottee shall also have undivided proportionate share in 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 after duly obtaining the completion certificate from the competent authority as provided in the Act;
  - (iii) That the computation of the price of the Apartment includes recovery of price of land, construction of not only the Apartment but also the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the apartment, lift, water line and plumbing, finishing with paint, marbles/tiles, doors, windows, fire detection and firefighting equipment in the common areas etc. and includes cost for providing all other facilities and amenities forming part of common areas of the Project and specifications to be provided within the Apartment and the Project;
  - (iv) The Allottee has the right to visit the project site to assess the extent of development of the project and his apartment/plot, as the case may be.
- 1.9. It is made clear by the Promoter and the Allottee agrees that the Apartment along with Car Parking shall be treated as a single indivisible unit for all purposes. All terms and conditions mentioned herein, including but not limited to the use, cancellation of allotment, resumption etc. of the Said Apartment shall also apply to the Car Parking Space.
- 1.10. Any additional car park space, if required by the Allottee shall, subject to availability, be granted by the Promoter, and charged at the then prevalent rates for allotment of each such car park space.
- 1.11. The Allottee undertakes to park its vehicles only in the Car Parking Space, and not anywhere else in Project. The Allottee agrees and confirms that in the event of cancellation, surrender, relinquishment, resumption, re-possession etc., of the Apartment under any of the provisions of this Agreement, the Car Parking Space shall also deemed cancelled, surrendered, relinquished, resumed, as the case may be.
- 1.12. 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, 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

apartment 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 therefor by such authority or person.

- 1.13. The allottee has paid sum of **Rs. ....(Rupees ....)**. (10% of the Total Price shall be treated as the Booking Amount of the Apartment). The Allottee hereby agrees to pay the Booking Amount and the remaining price of the Apartment as prescribed in the Payment Plan [**Schedule F**] 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 of SBLR + 2 per cent per annum.
- 1.14. The Allottee has paid a sum of **Rs. .... (Rupees ....)** towards the Total Price of the Apartment at the time of application the receipt of which the Promoter hereby acknowledges.

## **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 F**] through A/c Payee cheque/demand draft/bankers cheque or online payment (as applicable) in favour of '**PROSPER BUILDTECH PRIVATE LIMITED.**' payable at **DELHI.**

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

- 3.1. The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made thereunder or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or the statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.
- 3.2. The Promoter accepts no responsibility in regard to matters specified in para 3.1 above. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of 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/remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the said apartment applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

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

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

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

## 6. CONSTRUCTION OF THE PROJECT/ APARTMENT:

The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the Apartment and accepted the floor plan, payment plan and the specifications, amenities and facilities 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, 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 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 APARTMENT/PLOT:

- 7.1. **Schedule for possession of the said Apartment** - The Promoter agrees and understands that timely delivery of possession of the Apartment to the Allottee and 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 Apartment 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 phases 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 Apartment, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the allotment within **120** days from that date. The promoter shall intimate the allottee about such termination at least **30** 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/part completion certificate from the competent authority shall offer in writing the possession of the Apartment, to the Allottee in terms of this Agreement to be taken within two months from the date of issue of occupancy/part completion certificate. Provided that, in the absence of local law, the conveyance/sub lease 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 and holding charges as determined by the Promoter/association of allottees, as the case may be after the issuance of the completion certificate for the project.

- 7.3. **Failure of Allottee to take Possession of Apartment** - Upon receiving a written intimation from the Promoter as per para 7.2, the Allottee shall take possession of the Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Apartment to the allottee. In case the Allottee fails to take possession within the time provided in para 7.2, such Allottee shall continue to be liable to pay maintenance charges and holding charges as specified in para 7.2.
- 7.4. **Possession by the Allottee** - After obtaining the occupancy/part completion certificate and handing over physical possession of the Apartment to the Allottee(s), 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, as provided under the law.
- 7.5. **Cancellation by Allottee** – Where the Allottee proposes to cancel/withdraw from the Project without any fault of the Promoter; the Promoter herein is entitled to forfeit the Booking Amount paid by the Allottee. The balance amount of money paid by the Allottee shall be returned by the Promoter to the Allottee within 90 days of such cancellation.
- 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, Court orders, Govt. policy/ guidelines if the promoter fails to complete or is unable to give possession of the Apartment (i) in accordance with the terms of this Agreement, duly completed by the date specified in para 7.1; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Promoter shall be liable, on demand to the allottees, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Apartment, with interest at the rate of SBLR + 2 per cent per annum including compensation in the manner as provided under the Act within ninety 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 of 10 per cent per annum for every month of delay, till the handing over of the possession of the Apartment, which shall be paid by the promoter to the allottee within ninety 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 Apartment 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 Apartment 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, Building and Apartment 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 Apartment 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 Apartment to the Allottee in the manner contemplated in this Agreement;
- (ix) At the time of execution of the sub lease deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the Apartment 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, payable with respect to the said project to the competent Authorities till the completion certificate has been issued and possession of apartment 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's.
- (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 ready to move in possession of the Apartment to the Allottee within the time period specified in para 7.1 or fails to complete the project within the

stipulated time disclosed at the time of registration of the project with the Authority. For the purpose of this para, 'ready to move in possession' shall mean that the apartment shall be in a habitable condition which is complete in all respects 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 relevant authority. However, notwithstanding anything stated herein, the Promoter shall not be responsible towards any delay caused by the relevant authority in granting such completion or occupation 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:

- (i) Stop making further payments to Promoter as demanded by the Promoter. If the Allottee stops making payments, the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any interest; or
- (ii) The Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the apartment, along with interest at the rate of MCLR + 2 per cent per annum within ninety 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 MCLR + 2 per cent per annum, for every month of delay till the handing over of the possession of the Apartment, which shall be paid by the promoter to the allottee within ninety 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 demands raised 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 MCLR + 2 per cent per annum.
- (ii) In case of Default by Allottee under the condition listed above continues for a period beyond 02 consecutive months after notice from the Promoter in this regard, the Promoter may cancel the allotment of the Apartment 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/SUB LEASE OF THE SAID APARTMENT:**

The Promoter, on receipt of Total Price of the Apartment as per para 1.2 under the Agreement from the Allottee, shall execute a sub lease deed and convey the title of the Apartment together with proportionate indivisible share in the Common Areas within 3 months from the date of issuance of the occupancy/part completion certificate and 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 sub lease deed in his/her favour till payment of stamp duty and registration charges to the Promoter is made by the Allottee. However allottee will be under the obligation to pay holding charges and maintenance charges from the date of offer of possession. 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 BUILDING / APARTMENT / 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/part completion/occupancy certificate as the case may be. The cost of such maintenance has been included in the Total Price of the Apartment. The cost of such maintenance along with applicable tax shall be borne by the Allottee on pro-rata basis. The Allottee shall further be liable to pay a maintenance deposit of **Rs. ....(Rupees.....)** to the promoter/maintenance agency/association of allottee before handing over possession of the apartment. The allottee shall also further pay Rs.....per sq.ft and sinking fund deposit.
- 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 and payment of maintenance deposit shall be a condition precedent for handing over possession of Apartment by the Promoter and also for executing the Conveyance/sub lease Deed of the Apartment.
- 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 Apartment or any part thereof, after due notice and during the normal working hours, to inspect the Apartment and / or to carry out any repair work relating to construction / development that may be impacting the Apartment or the adjoining apartments or the Building / 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 Apartment is brought to the notice of the Promoter at the time of possession by the Allottee, it shall be the duty of the Promoter to rectify such defects without further charge, within reasonable time.

### **13. RIGHT TO ENTER THE APARTMENT FOR REPAIRS AND MAINTENANCE WORKS:**

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 Apartment or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

### **14. USAGE:**

- 14.1. The Allottee shall use the Apartment only for residential purposes for which it is allotted and in a manner that does not cause nuisance or annoyance to other occupants of the Building / Project. Use of the Apartment 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 flooring, wall or ceiling of the Apartment and/or to any unit above, below or adjacent to the Apartment and/or anywhere in the Building / Project and/or which in any manner interferes with and/or obstructs the use of the Common Areas.
- 14.2. Use of Basement and Service Areas: The basement(s) and service areas, if any, as located within the ARIHANT ABODE, shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, firefighting pumps and equipment's etc. and other permitted uses as per sanctioned plans.
- 14.3. The Allottee shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the association of allottees formed by the Allottees for rendering maintenance services.
- 14.4. 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 Apartment for which the Allottee of the Apartment shall be solely liable and responsible, without any recourse to the Promoter.
- 14.5. If the Allottee uses or permits use of the Apartment 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 Apartment besides pursuing such other remedies as may be available to the Promoter under the Applicable Laws.

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

- 15.1. Subject to para 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the Apartment at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Apartment, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Apartment and keep the Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.
- 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 of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottees shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the Apartment or place any heavy material in the common passages or staircase of the Building. The Allottee shall also not remove any wall, including the outer and load bearing wall of the Apartment.

- 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 the allotment of an Apartment with the full knowledge of all laws, rules, regulations, notifications applicable to the project.

#### **17. ADDITIONAL CONSTRUCTIONS:**

The Promoter undertakes that it shall 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 as per the provisions of the Applicable Law including as provided in the Act.

#### **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 Apartment/Building and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such Apartment/.
- 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 Apartment. 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 obligation to purchase the Apartment 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 Apartment.

**19. APARTMENT OWNERSHIP ACT (OF THE RELEVANT STATE):**

The Promoter has assured the Allottees that the project in its entirety is in accordance with the provisions of the Uttar Pradesh Apartment Ownership Act, 2010.

**20. 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 Apartment 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.

**21. BINDING EFFECT:**

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, 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. 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, 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.

**22. 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 apartment/building, as the case may be.

**23. RIGHT TO AMEND:**

This Agreement may only be amended through written consent of the Parties. The Parties are aware that under the Rules, the State Government of Uttar Pradesh has not yet notified the format of the agreement to be executed between the ‘promoter’ and an ‘allottee’ under Section 13 of the Act. The Allottee agrees and covenants to the Promoter that this Agreement shall be suitably revised / amended on being called upon by the Promoter if so required once format of the said agreement is notified by the State Government of Uttar Pradesh, which may involve some clauses to be added, deleted or suitably modified to be in consonance with such notified agreement. Any such revision shall be binding on the Parties and it is hereby agreed to put the same in place by signing the revised Agreement. The revised form of this Agreement, if any, shall be drawn up by the Promoter and shared with the Allottee for execution, where after the Parties shall mutually decide on the date and time for registration thereof with the Sub Registrar office.

**24. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE(S) SUBSEQUENT ALLOTTEE(S):**

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

**25. WAIVER NOT A LIMITATION TO ENFORCE:**

- 25.1. The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee in not making payments as per the Payment Plan [Annexure C] including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the 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.
- 25.2. 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.

**26. SEVERABILITY:**

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

**27. 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 the proportion which the carpet area of the Apartment bears to the total carpet area of all the Apartment in the Project.

**28. FURTHER ASSURANCES:**

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

**29. 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 Gautam Buddha Nagar/Delhi after the Agreement is duly executed by the Allottee and the Promoter. Hence this Agreement shall be deemed to have been executed at Gautam Buddha Nagar.

**30. 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:

Mr. ....  
 &  
 Mrs. ....  
 Both R/o. ....  
 .....

**Prosper Buildtech Private Limited**  
**602A, Plot No: 17, Sachdeva Tower, DDA Community Center, Karkardooma, Delhi-110092**

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.

**31. 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.

**32. SAVINGS:**

Any application letter, allotment letter, agreement, or any other document signed by the allottee, in respect of the apartment, plot or building, as the case may be, prior to the execution and registration of this Agreement for Sale for such apartment, plot 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.

**33. 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.

**34. 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.

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: (including joint buyers)

(1) Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

Please affix  
photograph and sign  
across the photograph

(2) Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

Please affix  
photograph and sign  
across the photograph

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

Promoter:

(1) Signature (Authorised Signatory) \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

Please affix  
photograph and sign  
across the photograph

Owner/Confirming Party:

(1) Signature (Authorised Signatory) \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

Please affix  
photograph and sign  
across the photograph

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

**WITNESSES:**

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

Name \_\_\_\_\_

Address \_\_\_\_\_

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

Name \_\_\_\_\_

Address \_\_\_\_\_

PROMOTER

ALLOTTEE

CO-ALLOTTEE

**SCHEDULE 'A'**  
**DESCRIPTION OF SAID LANDS**

The Plot No. GH-04B, Sector-10, Greater Noida, Gautam Buddha Nagar, Uttar Pradesh, India measuring 20240 square meters has been leased by the Greater Noida Industrial Development Authority 'Lessor' in favour of Prosper Buildtech Private Limited 'Lessee' vide Lease Deed registered as document no. 23111 dated 28/10/2015 and correction deed as document no. 29006 dated 27/10/2016.

<b><u>Land Details</u></b>	
<b>Plot No</b>	Plot No. GH-04B
<b>Sector</b>	Sector-10
<b>Location</b>	Greater Noida, District Gautam Budh Nagar, Uttar Pradesh, India
<b>Total Area (Sq.Mt)</b>	20240.00 Sq. Mtr.
<b><u>Ownership Details</u></b>	
<b>Type of Ownership</b>	Sub-Lease
<b>Name of Lessor</b>	Greater Noida Industrial Development Authority "GNIDA"
<b>Name of Lessee</b>	Prosper Buildtech Private Limited
<b>Date of Lease</b>	28.10.2015
<b>Lease Registration No.</b>	23111, Book-1, volume no: 18988, pages 159t0194 and correction deed dated 27.10.2016 vide book no-1, Volume No: 22077, pages 209 to 234 document no: 29006
<b>Registered With</b>	Sub-Registrar Sadar, Gautam Buddha Nagar

**SCHEDULE 'B'**

**DESCRIPTION OF THE APARTMENT AND PARKING**

<b>Apartment No.</b>	
<b>Tower No.</b>	
<b>Floor</b>	
<b>Super Area approximately (in square feet)</b>	
<b>Carpet Area approximately (in square feet)</b>	
<b>Number of Parking</b>	

**SCHEDULE 'C'**  
**FLOOR PLAN OF THE APARTMENT**

**SCHEDULE 'D'**  
**FURTHER DISCLOSURES AS PER RECITAL I**

1. Common Areas in the Project shall be such areas which are meant for common use, enjoyment and access of the owners of the apartments in the Project and that are specified by the Promoter in the Declaration Deed that may be made by the Promoter under the Uttar Pradesh Apartment (Promotion of Construction, Ownership & Maintenance) Act, 2010 and Rules framed there under.
2. The reserved open / covered car parking spaces, Dedicated Terraces, Private Gardens in the Project and such common areas and facilities in the Project which are required under the Apartment Ownership Act, other relevant Applicable Laws or Approvals to be meant for use, enjoyment and access of certain apartment owners in the Project to the exclusion of other apartment owners, as may be specifically provided for in the Declaration to be filed by the Promoter shall form part of Limited Common Areas and Facilities.
3. Usage charges shall be levied by Promoter/Maintenance Agency/Third Party operator for the facilities like club, gym, multipurpose hall and other facilities in the club and/or in the Project.

**SCHEDULE 'G'****SPECIFICATIONS, AMENITIES, FACILITIES OF APARTMENT**

<b>APARTMENT SPECIFICATIONS</b>
<b>"ARIHANT ABODE"</b>

**SCHEDULE 'H'**

**SPECIFICATIONS, AMENITIES, FACILITIES OF THE PROJECT**

<b>PROJECT LEVEL SPECIFICATIONS</b>
<b>ARIHANT ABODE</b>