

DRAFT

**AGREEMENT FOR SALE**  
**(Without possession)**  
**(Flat No. 000)**

**FOR PURVANCHAL PROJECTS PVT. LTD.**

**Authorized Signatory**

\_\_\_\_\_  
APPLICANT 1

\_\_\_\_\_  
APPLICANT 2

Page 1 of 46

1	Details of Property	:	Flat No. <b>000</b> on <b>00th</b> floor in Tower no. ____ Type ____ Exclusive Lawn Area / Open Verandah _____ (if Applicable) at the project popularly known as “ <b>PURVANCHAL SUNBLISS PLOT NO. GH-1A/1, SECTOR 22D, YEIDA</b> ” being built over Plot No.-GH-1A/1, Sector 22D allotted under the Scheme Code YEA-GH-07/2024 situated in Yamuna Expressway Industrial Development Authority, District Gautam Budh Nagar, (U.P.) admeasuring area <b>42,406.00 square meters</b>
2	FLAT OF MEASURMENT	:	SQUARE METER
3	Carpet Area of Flat	:	(..... (S.Q.M ) (.....S.Q.F.T)
4	Exclusive Lawn Area / Open Verandah (if Applicable)	:	_____ square meter (i.e. _____square feet.)
5	Sale Price of the Flat (without GST)	:	<b>Rs.0000000.00</b>
6	Partial booking amount received	:	Rs. 0,00,000.00
7	Boundaries	:	<b>EAST:</b> <b>WEST:</b> <b>SOUTH:</b> <b>NORTH:</b>

This **AGREEMENT FOR SALE** (hereinafter referred to as "**Agreement**", which expression shall include the Schedule(s) hereof and all amendments to be made from time to time) is executed on this ..... Day of ..... 202\_.

**BY AND BETWEEN**

**M/s Purvanchal Projects Pvt Ltd. (CIN U70102DL2010PTC200716) (PAN AAFCP4046B)**, a company incorporated under the provisions of the Companies Act, 1956, having its registered office at LSC, A-7, 2<sup>nd</sup> Floor, Purvanchal Plaza, Mayur Vihar, Phase-II, New Delhi -110091 and its Corporate office at Purvanchal Business World, Plot No A-103, Sector-136, Noida-201305 represented by its Authorized Signatory \_\_\_\_\_ authorized vide board resolution dated \_\_\_\_\_

**FOR PURVANCHAL PROJECTS PVT. LTD.**

**Authorized Signatory**

\_\_\_\_\_  
APPLICANT 1

\_\_\_\_\_  
APPLICANT 2

Page 2 of 46

hereinafter referred to as the "Promoter" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the said Promoter and its successor-in-interest, and permitted assigns)

**AND**

**(If the Allottee is an Individual)**

**MR./MRS.** \_\_\_\_\_, **having** (Aadhar No. \_\_\_\_\_) & (PAN no. \_\_\_\_\_) SON of Mr. \_\_\_\_\_, aged about 0000000 years, residing at \_\_\_\_\_, and **Mr.** \_\_\_\_\_, **having** (Aadhar No. \_\_\_\_\_) & (PAN no. \_\_\_\_\_) Son of Mr. \_\_\_\_\_ aged about \_\_\_\_\_ years, residing at \_\_\_\_\_ hereinafter called the "**Allottee**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the allottee and his/her heirs, executors, administrators, successors-in-interest and permitted assigns).

**OR**

**(If the Allottee is a Company)**

**M/S** \_\_\_\_\_, **having** (CIN No. \_\_\_\_\_) a company incorporated under the provisions of the Companies Act, 1956, having its registered office at \_\_\_\_\_ (PAN \_\_\_\_\_) represented by its Authorized Signatory \_\_\_\_\_ (Adhar No. \_\_\_\_\_) authorized vide board resolution dated \_\_\_\_\_ hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the said Promoter and its successor-in-interest, and permitted assigns).

**OR**

**(If the Allottee is a Partnership Firm)**

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

**OR**

**(If the Allottee is a HUF)**

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

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

**FOR PURVANCHAL PROJECTS PVT. LTD.**

**Authorized Signatory**

\_\_\_\_\_  
APPLICANT 1

\_\_\_\_\_  
APPLICANT 2

## INTERPRETATIONS / DEFINITIONS:

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

## INTERPRETATIONS / DEFINITIONS:

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

- a) **"Act"** means the Real Estate (Regulation and Development) Act, 2016 (16 of 2016);
- b) **"Authority"** means Uttar Pradesh Real Estate Regulatory Authority.
- c) **"Government"** means the Government of Uttar Pradesh;
- d) **"Rules"** means the Real Estate (Regulation and Development) (Amendment) Rules, 2016 as amended from time to time;
- e) **"Regulations"** means the Regulations made under the Real Estate (Regulation and Development Act), 2016;
- f) **"Section"** means a section of the Act.
- g) **"Agreement"** shall mean this Buyer agreement along with all annexures, recitals, schedules, terms and conditions for allotment of the Plot being executed between Allottee and the Company.
- h) **"Applicable Laws"** shall mean all Acts, Rules and Regulations in force and in effect as of the date hereof as applicable in the State of Uttar Pradesh including, UP Urban Building Act 1972, UP Municipality Act 1916, Urban Land Ceiling Act 1976, the Uttar Pradesh Municipal Corporation Act, 1959, Uttar Pradesh Building bye laws, U.P. Urban Planning and Development Act, 1973, The U.P. (regulations of building operations) Act, 1958, the Uttar Pradesh Apartment (promotion of construction, ownership and Maintenance) Act, 2010, Real Estate (Regulation & Development) Act, 2016, Uttar Pradesh Real Estate (Regulation and Development) Rules, 2016, Uttar Pradesh Real Estate Regulatory Authority (General) Regulations, 2019 or any other Act/Rules which may be promulgated or brought into force and effect hereinafter including notifications, ordinances, policies, laws or orders or official directive of any Central/State Government or of any Statutory Authority in Uttar Pradesh, as may be in force and effect during the subsistence of this Agreement applicable to the development / construction / sale of the Project.
- i) **"Approved Plans"** shall mean and include the layouts and plans duly approved, with or without modifications, and sanctioned by competent authority and finally accepted by the Promoter on the basis of which said project is to be developed along with any/all variations/amendments/changes to be made by the promoter as per the applicable laws and provisions of the Act and rules and regulations thereon.
- j) **"Covered Area"** means the net constructed area of the Flat, including the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area.
- k) **"Carpet Area"** means the net usable floor area of Flat, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the Flat. For the purpose of this clause, the expression "exclusive balcony or verandah area" means the area of the balcony or verandah, as the case may be, which is appurtenant to the net usable floor area of Flat, meant for the exclusive use of the allottee(s); and "exclusive open terrace area" means the area of open terrace which is appurtenant to the net usable floor area of Flat, meant for the exclusive use of the allottee(s);

**FOR PURVANCHAL PROJECTS PVT. LTD.**

**Authorized Signatory**

\_\_\_\_\_  
APPLICANT 1

\_\_\_\_\_  
APPLICANT 2

Page 4 of 46

- l) **"Completion Certificate"** means the completion certificate, or such other certificate, by whatever name called, issued by the competent authority including completion of all Common Areas, Facilities and Amenities certifying that the real estate project has been developed according to the sanctioned plan, layout plan and specifications, as approved by the competent authority under the local laws, including the right of completion accruing to the promoter as per the Section 4(5) of The Uttar Pradesh Apartment & Promotion Of Construction, Ownership And Maintenance Act, 2010 as deemed completion.
- m) **"Common Areas and Facilities of the Project"** shall mean such common areas, facilities, equipment and spaces in the Residential Project which are meant for common use and enjoyment of all the occupants of the Project and more particularly described in **Schedule E** attached hereto.

Common area shall mean all such parts/areas, as shall be specified by the Promoter as such in the Declaration and which the Allottee shall use on a shared, non-exclusive basis with the other allottees/occupants of the Project which shall specifically include those areas particular to said Residential Project and generally also the pro- rata share in the common areas of the Project.

**SUCH AREAS SHALL MEAN AND INCLUDE -**

- i. The entire land over which the Residential Project – **PURVANCHAL SUNBLISS PLOT NO. GH-1A/1, SECTOR 22D, YEIDA** is being developed.
  - ii. The common basements, terraces, parks, play areas, swimming Pool & Deck Area, open parking areas and common storage spaces in the Residential Project;
  - iii. The premises for lodging of persons employed for the management of the property including accommodation for watch and ward staffs or for the lodging of service personnel;
  - iv. Installations of central services such as electricity, gas, water and sanitation, air conditioning and incinerating, system for water conservation and renewable energy;
  - v. The water tanks, sumps, motors, fans, compressors, ducts and all apparatus connected with installations for common use;
  - vi. Common areas and commercial facilities as provided in the project and declared as common areas in the Declaration to be filed under the Provisions of the Apartment act;
  - vii. All other portion of the Project which are part of Residential Project necessary or convenient for its maintenance, safety, etc., and in common use.
- n) **"Delay Payment Interest"** means the amount to be paid on account of delay in the payment of any/all charges/installment calculated at the Interest Rate (Specified herein below).
- o) **"Government"** means the Government of Uttar Pradesh;
- p) **"Interest Rate"** means the rate equals to MCLR (Marginal Cost of Lending Rate) on home loan of State Bank of India + 1% or such other rate as may be applicable from time to time as per the Act and Rules.
- q) **"Maintenance Agency"** shall mean a company, firm, Association or body or such other persons as may be appointed by the Promoter to look after the Maintenance services and allied services of the said Project
- r) **"Occupancy Certificate"** means the occupancy certificate, or such certificate by whatever name called, issued by the competent authority either separately or collectively certifying that the Said Project is complete in accordance with the Approved Sanctioned Plans and within

**FOR PURVANCHAL PROJECTS PVT. LTD.**

**Authorized Signatory**

\_\_\_\_\_  
APPLICANT 1

\_\_\_\_\_  
APPLICANT 2

Page 5 of 46

compoundable limits thereby permitting occupation of any building, as provided under local laws, which has provision for civic infrastructure such as water, sanitation and electricity.

- s) **“Plan”** would mean such plan or plans prepared by the Architect for the development and construction of the Said Project as sanctioned by the concerned Government Authority, as the case may be, together with any modifications and/or alterations, which may be necessary and/or required during the construction period.
- t) **“Project”** shall mean the entire Residential Complex and shall include 07 No's of multi-storied towers / building comprising of total \_\_\_\_\_ no's of residential apartments in the entire project and \_\_\_\_\_ no's of commercial shops on Ground & First Floor in Tower No. 7 of the said Residential project. The Said Project is having 1 level of Basement + Podium, 7 No's of Multistoried Towers, a community Building and all that is constructed / to be constructed and lying thereupon the land earmarked for Residential Development in entire Scheme and the said Project is named as **'PURVANCHAL SUNBLISS PLOT NO. GH-1A/1, SECTOR 22D, YEIDA'**.
- u) **“Tax”** means all forms of taxation, whether direct or indirect and whether levied by reference to income, profits, gains, net wealth, asset values, turnover, added value, goods, services, works, import, export, production or other reference and statutory, governmental, state, provincial, local governmental or municipal impositions, duties, contributions, rates and levies (including without limitation social security contributions and any other payroll taxes), whenever and wherever imposed (whether imposed by way of a withholding or deduction for or on account of tax or otherwise) and/or levies of any nature whatsoever, by Government Authority, and in respect of any Person and all penalties, Charges, costs and interest relating thereto.
- v) **“Transfer”**, shall mean transfer of saleable space, transfer, with its grammatical variations, shall mean transfer by possession and by any other means adopted for effecting what is understood as a transfer of space in a multi-storied building/ Project to the purchasers thereof.

**WHEREAS:**

- A. The Promoter is the absolute and lawful owner of the project and has acquired the property as under:
  - a. The Promoter is the absolute and lawful owner of Plot No. GH-1A/1, Sector 22D, Yamuna Expressway Industrial Development Authority, admeasuring area - 42,406.00 square meters. That As per the Letter of Yamuna Expressway Development Authority, Letter Ref no. Y.E.A/ Builders/3758/2024 dated 27.09.2024 and Letter Ref no. Y.E.A/ Builders/3728/2024 dated 18.09.2024 & Lease plan, the actual area of land is 42,406.00 square meters instead of 40,000.00 sqm which was advertised in Scheme Code YEA-GH-07/2024 by Yamuna Expressway Development Authority. As per the Lease Deed executed and registered on dated 17.10.2024 vide Book (Bahi) number 1, Volume (Jild) number 45734 at pages 349 to 408, Serial (Kramaank) number 33728 before the Sub Registrar, Sadar Greater Noida, Gautam Budhh Nagar between the Yamuna Expressway Industrial Development Authority (LESSOR) and M/s Purvanchal Projects Pvt Ltd (LESSEE).It is for the purpose of constructing Group Housing / Builders Residential Buildings as per the land use set out in the Brochure of Scheme YEA-GH-07/ on lease for a period of 90 years .
  - b. AND AS SUCH by virtue of the aforementioned Lease Deed executed and registered on dated 17.10.2024, M/s Purvanchal Projects Private Limited became the absolute and lawful owner of the said property i.e. Plot No.- GH-1A/1, Sector 22D allotted under the Scheme

**FOR PURVANCHAL PROJECTS PVT. LTD.**

**Authorized Signatory**

\_\_\_\_\_  
APPLICANT 1

\_\_\_\_\_  
APPLICANT 2

Page 6 of 46

Code YEA-GH-07/2024 situated in Yamuna Expressway Industrial Development Authority, District Gautam Budh Nagar, (U.P.) admeasuring area 42,406.00 square meters.

- B.** The aforesaid Land is earmarked for the purpose of developing a Group Housing Project for Residential Use only, the same shall be used for those purposes only, however some commercial shops / development shall be permitted as it is a part of the plan approved by the Yeida / competent authority. Provided that where land is earmarked for Residential development, the same shall be used for those purposes only and no other development shall be permitted unless it is a part of the plan approved by the competent authority;
- 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 land on which Project is to be constructed have been completed;
- D.** The Yamuna Expressway Industrial Development Authority (YEIDA) has sanctioned the layout plan through its Letter bearing no. / Y.E. A/ Niyojan /790 / 2025 dated 31.01.2025
- E.** The Promoter has obtained the layout plan, sanctioned plan, specifications and all necessary approvals for the Project and also for Flat or building, as the case may be from Yamuna Expressway Industrial Development Authority. The Promoter agrees and undertakes that it shall not make any changes to these approved/sanctioned plans except in strict compliance with section 14 of the Act and other laws as applicable. However, the Promoter is entitled to make such minor changes or alterations as may be necessary due to architectural and structural reasons duly recommended and verified by authorized Architect and/or Engineer.
- F.** The Allottee has applied for a Residential Apartment in the Project vide application dated ..... and has been allotted Residential Apartment No. .... (Referred to as the "Residential Flat" more particularly described in Schedule-A, the floor plan of the Residential Flat is annexed hereto and marked as Schedule-B, having carpet area of ..... square meter (i.e. .... square feet.), on the \_\_\_\_\_ floor having Exclusive Lawn Area / Open Verandah (if Applicable) \_\_\_\_\_ square meter (i.e. \_\_\_\_\_square feet.) in the project "**PURVANCHAL SUNBLISS PLOT NO. GH-1A/1, SECTOR 22D, YEIDA**" ("Building") along with 01 no. of Car Parking in the Basement or Stilt, strictly on the RIGHT TO USE BASIS ONLY, to be allotted at the time of execution of Sub Lease deed of the flat. The location of parking is to be finalized by promoter anywhere inside the said project at its sole discretion at the time of issuance of possession letter as permissible under the applicable law and the allottee(s) shall also have pro rata share in the common areas as defined under clause (d) of Rule 2(1) of U.P. Real Estate (Regulation & Development) Rules, 2016;
- G.** The parties have gone through all the terms and conditions set out in this agreement and have understood the mutual rights and obligations detailed herein;
- H.** All the required No Objection Certificates are obtained and examined by the Allottee to his/her utmost satisfaction.
- 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 are relying on the confirmations, representations and assurances of each other faithfully to abide by all the terms, conditions and stipulations contained in this agreement and all applicable laws, now willing to enter into this Agreement on the terms and conditions as prescribed herein. However, the Allottee(s) hereby also confirm that he/she/they have seen the relevant documents pertaining to the said project and is/ are fully satisfied that the title of the land in said project is marketable and Promoter has the right to develop the said project on the said land and to sell the Flat

**FOR PURVANCHAL PROJECTS PVT. LTD.**

**Authorized Signatory**

\_\_\_\_\_  
APPLICANT 1

\_\_\_\_\_  
APPLICANT 2

Page 7 of 46

built thereon to any prospective Allottee(s). The Allottee(s) has also seen and understood the layout plans, specifications of the said Flat and the said project and agreed to purchase the aforesaid flat.

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 Residential Flat and the covered parking allotted to him/her/them on **RIGHT TO USE BASIS ONLY** as specified in Para G AND the allottee fully understands and irrevocably agrees that except for the **01** No of covered car parking slot allotted to him with the Residential Flat on right to use basis, he/she/they will have **NO RIGHT OR CLAIM** whatsoever in the vacant / un-allotted car parking slots in the Basements or stilt and any Open parking Spaces of the said project. The Rights, claim of all the Vacant / Un-allotted car parking slots in the Basements or stilt (after allotment of mandatory covered car parking to each Flat in the project) and Open Car Parking Spaces will remain with the promoter for lifetime and the same shall be used by the promoter at its sole discretion. The allottee shall only have a right to ingress & egress in the open car parking area or vacant / un-allotted covered parking space. The Allottee further understands that the Promoter, at its sole discretion, may appoint any agency to manage the un-allotted / vacant covered car parking space and open car parking space in the project.

- K. The Allottee(s) do hereby agree and declare that if required by the Promoter, the Allottee(s) may be required to sign a fresh set of documents which may be specified in Real Estate (Regulation and Development) Act, 2016, Rules and Regulations as may be notified by the State of Uttar Pradesh and it will supersede any Agreement(s) made previously w.r.t. the said Flat.

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

## 1. TERMS

1.1.1. Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase the Residential Flat as specified in para-G and schedule A of this agreement.

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

1.2. The sale price for the Residential Flat based on the carpet area is Rs. .....00 (Rupees .....Only) plus GST amount of Rs. .....00, totaling to Rs. .....00 (Rupees .....Only). The Total Price of the Residential Flat includes the sale price (with GST) and possession related charges of **Rs. .....00** (with GST), which includes 12 Months Maintenance Charges and Annual Maintenance charges for the club facilities ( Maintenance Charges shall commence within 60 days from the date of completion certificate or date of actual possession , whichever is earlier), power backup upto 3 KVA, Cost of constructing infrastructure for Multi point Connection system for Connectivity upto each Flat & common area connectivity ( Cost of Electric Meter / Security, Connection Charges etc. is not included in this cost since it is required to be paid directly to Electricity Dept. as per requirement of load), Preference Location Charges for Pool Facing flats and Floor PLC, if/as applicable , but **excludes Interest Free Maintenance Security Deposit (**

**FOR PURVANCHAL PROJECTS PVT. LTD.**

Authorized Signatory

\_\_\_\_\_  
APPLICANT 1

\_\_\_\_\_  
APPLICANT 2

Page 8 of 46

**IFMS** ), which is payable by the allottee over and above the Total price mentioned herein and it has to be paid by the allottee at the time of offer of possession. Accordingly, the Total Price for Residential Flat is fixed at **Rs. \_\_\_\_\_00 (Rupees \_\_\_\_\_ Only)** as per the detailed break-up given in **Schedule-C** of this agreement.

**Explanation:**

- (i) The sale price as mentioned above includes the non-refundable earnest/booking amount i.e. 10 % of total Cost of Flat paid by the Allottee to the Promoter towards the booking of said Residential Flat;
- (ii) The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter by way of GST and other taxes which may be levied, in connection with the construction of the Project payable by the Promoter, by whatever name called) up to the date of handing over the actual possession of the Residential Flat to the Allottee or 60 days from the date of “offer of possession letter” whichever is earlier, as the case may be, after obtaining the occupancy certificate.

Provided that in case there is any change / modification in the taxes after the booking of Flat, 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 Flat includes recovery of price of land, construction of [not only the Flat but also] the Common Areas, internal development charges, external development charges, taxes, Swimming Pool Facing PLC, Floor PLC, if / as applicable, taxes, **01** No. of car parking slot in Basements or Stilt, cost of providing electric wiring ( **Cost of Electric Meter / Security, Connection Charges etc. is not included in this cost since it is required to be paid directly to the Electricity Department as per the requirement of load by the Allottee**), 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, maintenance charges for 12 months as per Para 11 etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the Flat and the Project and the Project as per Schedule D.
- (v) The Allottee(s) has/have agreed that out of the amount(s) paid/payable by him/ her/them for the said Flat, the Promoter shall treat 10% of Sale Price of the said Flat as non-refundable booking amount

**FOR PURVANCHAL PROJECTS PVT. LTD.**

**Authorized Signatory**

\_\_\_\_\_  
APPLICANT 1

\_\_\_\_\_  
APPLICANT 2

Page 9 of 46

/earnest money to ensure fulfillment, by the Allottee(s) of all the terms and conditions as contained in this Agreement.

- (vi) THAT the Allottee(s) agrees and acknowledges that the Total Sale Price / consideration of the Flat applied for is fair and acceptable to the allottee(s). The Allottee(s) further agrees and acknowledges that a similar Flat may be/have been sold/allotted/conveyed by the Developer at a different price/consideration, the Allottee(s) shall not raise any objection or claim in this regard.

### 1.3.

- I. The total price is escalation- free, save and except any increase which the allottee hereby agrees to pay, due to increase on account of carpet area, development fee payable to the competent authority and/ or any other increase in charges like EDC, FFC, EEC, increase in premium payable to YEIDA Authority on account of land premium, farmers compensation, labour cess or on any other account, increase in taxes and any other costs, charges, levies, fee etc, payable to the competent authority, any other fresh/new taxes, charges, levies, fees etc., which may be levied or imposed by the competent authority/court/tribunal or statutory body or quasi-judicial body from time to time and any additional amounts payable by the Allottee in terms of the agreement, which may be levied or imposed by the competent authority from time to time after the booking of Flat, The Promoter undertakes and agrees that while raising a demand on the allottee for increase in development fee, increase in premium payable to YEIDA Authority on account of land premium, farmers compensation, cost/ charges imposed by the competent authorities, increase in EDC, FFC, EEC, 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.
- II. The Allottee agrees that from the date of the offer of possession letter of the said Flat which has been given by the Promoter to the Allottee, any and all levies, charges, taxes, fees, duties house tax, water tax, sewerage tax, electricity charges, municipal tax, wealth tax, service tax or any other taxes or charges, of any nature whatsoever, in respect of the Flat, demanded by the competent authority, whether with retrospective effect or prospective effect, shall be paid by the Allottee on demand to the authority, without any recourse to liability on the Promoter. The Allottee agrees that if the development charges, taxes, cost, charges, fees, levies, etc. or any increase thereof is not paid by the Allottee, then the non-payment of such cost, charges, fees, levies etc., shall be treated as unpaid consideration as per this Agreement and the Promoter shall be entitled to receive/recover the same with interest, penalty and/or to cancel the allotment and terminate this Agreement.
- III. It is also clearly understood by the Allottee that if the appropriate government/competent authority imposes, or raises any demand for, any development charge, tax, cost, charge, fee, levies, etc. after the booking of the said unit or after execution of sub-lease deed in favor of the Allottee then notwithstanding anything contrary contained herein and the assertions made in the sub-lease deed, then the Allottee shall be liable to pay the same on proportionate basis, and any unpaid development charge, tax, cost, charge, fee, levy, etc. shall be deemed to be the unpaid

**FOR PURVANCHAL PROJECTS PVT. LTD.**

**Authorized Signatory**

\_\_\_\_\_  
APPLICANT 1

\_\_\_\_\_  
APPLICANT 2

Page 10 of 46

sale price of the Flat and the Promoter shall have the first charge/lien on the said Flat for recovery of such charges.

- IV. The Allottee has understood and agreed to pay any amount demanded/charged by the Promoter on account of any compensation charged/demanded by YEIDA Authority or any other land acquiring /allotment authority on account of any compensation paid/payable by such authority, by whatever name called, to farmers/ erstwhile land owners whether before possession or after possession/execution of sub-lease deed and/or on account of increase, in land premium. The amount so demanded/charged by the Promoter from the Allottee shall be deemed to be the unpaid sale price of the Flat and the Promoter shall have the first charge/lien on the said Flat for recovery of such charges.
- V. The Allottee also agrees that if any provision of the existing and future laws, guidelines, directions etc. of any government authority or the competent authorities, court, tribunal etc., made applicable to the said Flat/Project, requires provision of new/additional facilities/equipment/devices or their up-gradation etc. including but not limited to providing additional fire safety measures etc., and/or increase in any type of securities to be paid by the Promoter / Allottee to the competent authorities, increase in deposits and charges and increase therefore for supply of electrical energy and any other additional charges which may be levied or imposed by any competent authority, court, tribunal etc, from time to time, then the cost of such additional devices, equipment, facilities or up-gradation, security, deposit, charges etc. shall also be borne and paid by the Allottee on proportionate basis, as and when demanded by the Promoter.

Provided that if there is any new imposition or increase of any **development fee** after the expiry of the scheduled date of completion of the Project as per registration with the authority, which shall include the extension of registration, if any, granted to the said Project by the authority, as per the act, the same shall not be charged from the allottee.

- 1.4. The Allottee(s) shall make the payment as per the payment plan set out in **Schedule C (“Payment Plan”)**.
- 1.5. All other charges such as documentation charges, stamp duty, registration charges, Society Registration Charges etc. which are specifically to be paid with reference to this Agreement and any subsequent agreement/deed to be entered in this respect, do not form part of the Total Price and shall be paid by the Allottee(s) in addition to Total Price.
- 1.6. The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee by discounting such early payments as decided amicably, for the period by which the respective installment has been preponed. The provision for allowing the rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.
- 1.7. The Promoter shall conform to the final carpet area that has been allotted to the Allottee after the construction of the building is complete and the completion certificate/occupancy certificate (as

**FOR PURVANCHAL PROJECTS PVT. LTD.**

**Authorized Signatory**

\_\_\_\_\_  
APPLICANT 1

\_\_\_\_\_  
APPLICANT 2

Page 11 of 46

applicable) is granted by the competent authority by furnishing details of the changes, if any in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the promoter. If there is reduction in carpet area then the Promoter shall refund the excess money paid by the allottee within 45 days without interest. If there is an increase in the carpet area, which is not more than 3 (Three) % of carpet area of said Residential Flat, allotted to the allottee, the Promoter may demand that from the allottee as per the next milestone/ demand of the payment plan as provided in **Schedule-C** and if increase in the carpet area is more than 3%, the promoter shall have right to demand the same from the allottee, after furnishing proper justification and calculations of the same. All these monetary adjustments shall be made at the same rate per square meter/foot as agreed in para 1.2 of this agreement.

**1.8.** Subject to Para 9.3, the Promoter agrees and acknowledges that the Allottee shall have the right to the Residential Flat as mentioned below: -

- (i) The allottee shall have exclusive ownership only of the Carpet area of the Residential Flat no. \_\_\_\_\_ on \_\_\_\_\_ Floor, Exclusive Lawn Area / Open Verandah (if Applicable) \_\_\_\_\_ square meter (i.e. .... square feet.) in the said project.
- (ii) The exclusive lawn area and/or open verandah, if applicable, shall constitute an integral part of the allotted flat and shall be for the exclusive use of the Allottee. However, such areas shall remain subject to the terms, conditions, and regulations prescribed by the Competent Authority, if any. The Allottee shall not have the right to carry out any structural modifications or alterations to these areas.
- (iii) 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 (except for Unsold Inventory, Vacant / Unallotted Car parking space in Basement or stilt and Open Car Parking Area, Commercial Shops in Tower 7, Commercial Shop in commercial buildings, if any) to the association of Allottees after duly obtaining the completion/occupancy certificate from the competent authority as provided in the Act.
- (iv) That the computation of the price of the [Apartment/Plot] 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, maintenance charges (as per Para 11 etc.) and includes cost for providing all other facilities, amenities and specifications to be provided within the [Apartment/Plot] and the Project.
- (v) The allottee has the right to visit the project site to assess the extent of development of the project and his Residential Flat. However, the promoter discourages such kind of visit by the allottee and his/her family members due to the risks involved at construction site. If at all, the allottee decides to visit the site, he/she shall only do so after intimating the promoter or his site

**FOR PURVANCHAL PROJECTS PVT. LTD.**

**Authorized Signatory**

\_\_\_\_\_  
APPLICANT 1

\_\_\_\_\_  
APPLICANT 2

Page 12 of 46

engineer and after taking due care and proper safety measures at his own responsibility. The Allottee(s) fully understands that he/she/they and his family members have the right to visit and inspect the premises during the course of construction after seeking prior written consent of the Developer. During the course of such inspection, the Developer shall not be held liable for any loss/cost/damages/hurt or any other expenses caused due to such visit by the Allottee(s) or his family members accompanying him, if any, on account of any accident that may occur at the time of inspection during the constructions or after constructions.

The promoter shall in no way, be held responsible for any accident/mishap involving the allottee and his accompanying persons while visiting the site. Further the promoter strictly prohibits the visit of children at the project construction site.

- 1.9.** It is made clear by the Promoter and the Allottee agrees that the Flat along with parking shall be treated as a single indivisible Flat for all purposes. It is agreed that the Project is an independent, self-contained Project covering the said Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that Project's facilities and amenities other than declared as independent areas in Deed of Declaration shall be available only for use and enjoyment of the Allottees of the Project.
- 1.10.** The promoter agrees to pay all outgoing before transferring the physical possession of the Residential Flat to the Allottees, which it has collected from the Allottees, for the payment of outgoing (including land cost, ground rent, municipal or other local taxes, charges for water or electricity & maintenance charges till the date of receiving the completion certificate from competent authority, including mortgage loan, if any and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the Project). If the Promoter fails to pay all or any of the outgoing collected by it from the Allottees or any liabilities, mortgage loan and interest thereon before transferring the Residential Flat to the allottees, the Promoter agrees to be liable, even after the transfer of the property to pay such outgoing and penal charges, if any, to the authority or persons 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.
- 1.11.** The Allottee has paid a sum of **Rs. 00,000.00 (Rupees ..... only)** as partial payment of booking amount / Booking Amount ( Earnest Money ) (Booking amount being 10 % of the Total Cost of the Property) being part payment towards the total price of the Residential Flat at the time of application and the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Residential Flat as prescribed in the Payment Plan [**Schedule C**] as may be demanded by the Promoter within the time and in the manner specified therein:  
Provided that if the Allottee delays in making payment towards any amount which is payable, he/she/they shall be liable to pay interest at the Interest rate equal to MCLR rate of SBI + 1 %, from the expiry of first due date of payment unless provided otherwise under the Rules. However, if the allottee commits default of any two "scheduled payment of the installments", in such a case, it shall be in the sole discretion of the Promoter to cancel the booking without giving any further reminders or notices in this regard and refund the amounts so received after deducting the booking amount which is 10 % of the total cost of unit/flat along with interest liabilities for delaying the outstanding payment at the rate mentioned above to the Allottee subject to the terms herein agreed and the developer shall process refund, if any without any interest, and the timeline for such refund shall be subject to the

**FOR PURVANCHAL PROJECTS PVT. LTD.**

**Authorized Signatory**

\_\_\_\_\_  
APPLICANT 1

\_\_\_\_\_  
APPLICANT 2

Page 13 of 46

provisions of UPRERA in this regard. **Further, it is irrevocably agreed by the Allottee(S) that in the event of cancellation of allotment of said flat due to non-payment of two consecutive installments/demands, the discretion for accepting the delayed payment with interest and permit continuation of Allotment of said unit, shall exclusively be that of the Promoter.**

- 1.12. Assignment of allotment of the said Residential Flat by the allottee(s)/applicant to others shall be permissible at the sole discretion of the Promoter, if permitted, only on payment of such administrative cost as may be fixed by the Promoter from time to time, provided that the assignor and assignee agree to comply with all formalities in this regard and the assignee agrees to abide by all the terms of this agreement.

## 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 demand by the Promoter (either through letter or e-mail, WhatsApp or any other electronic medium), within the stipulated time as mentioned in the Payment Plan [Schedule C] through A/c Payee cheque/demand draft/bankers' cheque or online payment (as applicable) in favor of "PPPL COL AC PSUNBLISS GH1A1 SEC 22DYEIDA" Payable at **GAUTAM BUDH NAGAR / NOIDA.**

The receipt would be issued only after realization of the said cheque / bank draft and reflect of credit in the account of the Promoter. In case, any cheque of the allottee is dishonored for any reason whatsoever, the Promoter may demand for administrative handling charge of Rs. 2000 /- and the allottees agrees to pay the same.

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

- 3.1 The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made there under or any statutory amendment(s), modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/ sale/ transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or the statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.
- 3.2 The Promoter 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 the Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities, if any, under the applicable laws. The Promoter shall not be responsible towards any third-party making payment/remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the said Flat applied for herein in any way. THAT in case, the Allottee(s) makes any payment to any person/Developer/Firm etc,

**FOR PURVANCHAL PROJECTS PVT. LTD.**

**Authorized Signatory**

\_\_\_\_\_  
APPLICANT 1

\_\_\_\_\_  
APPLICANT 2

Page 14 of 46

except M/s Purvanchal Projects Private Limited, against his booked Flat, then the Allottee(s) will be solely responsible & liable for the said payment and such payment shall not be deemed to be the payment made towards the payment plan of the Flat. If any payment is done by any third party on behalf of the Allottee(s) then the Allottee(s) will have to provide a duly notarized third party and self-undertaking specifying such authorization for the above mention payment as per the format provided by the Developer. The Promoter shall issue the payment receipts in favor of the Allottee only and in case of cancellation of booking/allotment by any Allottee, refund in terms of this agreement, if any shall be made only to the Allottee.

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

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

It is irrevocably agreed by the Allottee that on all amounts received, the Promoter shall be entitled to first adjust/ appropriate any amounts paid firstly towards the taxes, charges, levies etc. due and payable on previous installments. Thereafter, towards the interest levied on the previous pending installment (if any) and, thereafter the pending installment. The balance amounts shall be adjusted towards the taxes, charges, levies etc. due and payable on the current installment due and then on the current installment amount.

**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 Residential Flat to the Allottee.

Similarly, the allottee shall make timely payments of the installment and other dues payable by him/her/them and meeting the other obligations under the agreement subject to the simultaneous completion of construction by the promoter as provided in ("Payment Plan") and in case the allottee does not comply with the timely payment of installments and other dues, he/she/they shall be treated as allottee in default and terms & conditions in the event of default as mentioned in this agreement shall apply.

The Allottee(s) fully understands that no separate reminder letter for payment of installments on the due dates will be issued. It will be obligatory on part of the Allottee(s) to make the payment on or before the due dates. If any installments as per payment schedule is not paid within the stipulated due date, the Developer will charge an Interest Rate prescribed under the Act from the due date. Further, if the payment remains in arrears even after 2(two) consecutive demand notices of 7 (seven) days period each for such installment issued by the Developer as per the payment plan, and if such default by Allottee(s) continues for a period beyond 3 (three) consecutive months after the notice from the Developer in this regard, then the allotment shall automatically stand cancelled at the sole discretion of the Developer and the amount deposited by the Applicant as non-refundable earnest money/booking amount i.e. 10% of the cost of Flat will stand forfeited, and after deduction of interest liabilities, any amounts received from allottee(s) housing finance companies/banks against the said allotment and any other charges, the balance amount, if any, shall be refunded without interest. Such refund shall be made as per the provisions of applicable law.

**FOR PURVANCHAL PROJECTS PVT. LTD.**

**Authorized Signatory**

\_\_\_\_\_  
APPLICANT 1

\_\_\_\_\_  
APPLICANT 2

Page 15 of 46

**6. CONSTRUCTION OF THE PROJECT:**

The Allottee has seen the proposed Development plan, layout plan, specifications, amenities and facilities of the project and accepted the floor plan, payment plan and the specifications, amenities and facilities [annexed along with this Agreement] which has been approved by the competent authority, as represented by the 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 **State Govt** and shall not 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.

The allottee irrevocably provides his consent through this agreement, as required under Section 14 of the Act, in respect to any further alterations/modifications or additions in sanctioned or layout plans and specifications of the building(s) or the common areas within the project, as approved by the competent authority and not to obstruct and /or raise any objections in future.

THAT the Allottee(s) at the time of making application for Allotment of said unit and also at the time of signing this Agreement For Sale is / are fully aware that the said project is approved by YEIDA as per prevailing FAR ( Floor Area Ratio ) of 3.0, however, in the event of any kind of increase in FAR above the prevailing FAR of 3.0 or in case the developer is permitted to purchase the Purchasable FAR beyond the prevailing FAR of 3.0 by any Government /Competent Authority, the allottee irrevocably agrees and consents that in order to utilize the increased FAR beyond the current approved / prevailing FAR of 3.0, the Developer will purchase the purchasable FAR and accordingly the developer will increase height of the tower by constructing additional floors or the developer may construct a new tower in the said project in accordance with the bye-laws and norms of the competent Authority. Further to this, The Additional floors or New Tower constructed by the developer, shall be the sole and exclusive property of the Developer and the Applicant(s) or Association of allottees shall not raise any kind of objections or make any kind of claim on any account whatsoever in this regard. Subject to provisions of the applicable law, the Developer can make any type of change in layout/elevation/design/alteration in open spaces area or parking spaces etc. as and when required and deemed fit by the Developer.

Subject to provisions of the applicable law, the Developer can make any type of change in layout/elevation/design/alteration in open spaces area or parking spaces etc. as and when required and deemed fit by the Developer. The Promoter is entitled to, including but not limited to, make amendments, variations and modifications to the sanctioned building plans, layout plans, Project specifications, the Common areas, utilize the balance / unutilized F.S.I. / TDR, etc. as the Promoter may deem fit in compliance of the procedure prescribed under the Act. In addition to the aforementioned, it is expressly clarified herein that the Promoter is free to make such minor additions or alteration in the said Project and/or said Unit as it deems fit that may be necessary due to architectural and structural reasons.

**7. POSSESSION OF THE FLAT:**

**7.1. Schedule for possession of the said Residential Flat** - The Promoter agrees and understands that timely delivery of possession of the Residential Flat to the Allottee is the essence of this

**FOR PURVANCHAL PROJECTS PVT. LTD.**

**Authorized Signatory**

\_\_\_\_\_  
APPLICANT 1

\_\_\_\_\_  
APPLICANT 2

Page 16 of 46

Agreement. If the allottee defaults in paying any relevant due amounts as per the payment plan along with all the other taxes/charges on time (Due date for payment mentioned in Demand Intimation Letter), he/she/they shall not be entitled to enforce the timeline of project completion, besides other actions as per terms herein contained. Therefore, subject to the timely receipt of payment of total price and the other amounts from the allottee as per this agreement, the promoter assures to hand over possession of the Residential Flat along with ready and complete Common Areas with all specifications, amenities and facilities of the Project in place on **29.01.2030 plus 6 months grace period in addition to the extension of registration if any, granted by Regulatory Authority. However, the allottee(s) irrevocably agrees and accepts that 6 months of grace period from the aforementioned date of possession in addition to the extension of registration, if permitted, by the Hon'ble Real Estate Regulatory Authority shall be given to developer for completion of the project and No compensation whatsoever shall be payable by the developer to the Allottee for the 6 months grace period and any such extended period which is Approved and extended by Hon'ble Real Estate Regulatory Authority and such extension is displayed by the UPRERA on its Web Portal**, unless, there is delay or failure due to any pandemic restrictions, National Green Tribunal Restrictions or Any kind of Stoppages on construction in the region due to High pollution level, war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project ("Force Majeure") Or there is a delay due to any reasonable circumstances. 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 over and above the grace period for delivery of possession of the Residential Flat. The allottee(s) agrees that due to any delay in grant of Occupancy /completion certificate etc. by any Competent Authority/Yeida or any Statutory notification or enactment of law by the Government of U.P. / Other Govt. Agency, but not attributable to any delay or negligence of the Company/Developer, the Company/Developer shall be entitled to a reasonable extension of time for the delivery of possession of the said Flat and no penalties shall be payable by the developer to the Allottee(s) on account of any such delay.

Provided that such Force Majeure conditions are not of a nature which makes it impossible for the contract to be implemented. In such an event, the promoter shall not be liable to pay any penalty/interest/compensation to the allottee. If project is delayed due to any reasonable circumstances in the opinion of the Promoter, allottee agrees that promoter shall be entitled to the extension of time for delivery of possession of the Residential Flat as may be granted by the Authority and no penalty/interest/compensation for such delayed period shall be paid by the promoter.

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 without any interest, after deducting the taxes paid by the promoter on behalf of allottee (if any), 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/they shall not have any right, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

**FOR PURVANCHAL PROJECTS PVT. LTD.**

**Authorized Signatory**

\_\_\_\_\_  
APPLICANT 1

\_\_\_\_\_  
APPLICANT 2

Page 17 of 46

**7.2. Procedure for taking possession** – The promoter, upon obtaining the occupancy certificate (as applicable) from the competent authority or after the date of deemed completion, shall issue “letter for offer of possession” demanding all the outstanding dues, Interest (if any), stamp duty, registration charges and documentation charges, other incidental charges, to the Allottee in terms of this Agreement within two months from the date of issue of completion certificate/occupancy certificate (as applicable).

Provided that, in the absence of Applicable Law, the Sub Lease deed in favour of the Allottee shall be carried out by the Promoter within 3 months from the date of issue of completion/occupancy certificate (as applicable) subject to fulfillment of following conditions precedent:

- a) The Allottee(s) has made timely payments of all sums due in accordance with the payment plan and purchase of revenue stamp for execution of Sub-Lease Deed.
- b) The Allottee(s) has paid all taxes, costs, charges required towards execution of Sub-Lease Deed and all other costs and charges required to be paid by the Allottee(s) in accordance with the terms of this Agreement and there is no outstanding in respect thereof. However, in case of any delay in execution of Sub-Lease Deed in favour of allottee due to failure on part of the allottee in fulfilling his/her/their payments obligations as mentioned above, the allottee shall be solely responsible for penalties/interest imposed by the competent authority or any government department.
- c) THAT the Allottee(s) agrees to enter into a Maintenance Agreement to be executed between the allottee(s) and Developer and/or the Maintenance Agency nominated by the Developer at the time of execution of the Sub-Lease Deed of the said Flat. The Allottee(s) shall pay the maintenance charges for upkeep and maintenance of various Common Services and Facilities (excluding internal maintenance and consumable of the Flat) in the Complex as determined by the Developer or its nominated Agency. It is expressly disclaimed that non-payment of any additional charges and maintenance charges within the time specified shall also disentitle the Allottee(s) to the enjoyment of the Common Services and Facilities and other common services.
- d) That upon completion of the Flat the applicant(s) shall receive written notification, commencing a 60 day’s period from the date of the “offer of the possession”. During this duration the applicants are required to complete essential formalities, including obtaining NOC from the Accounts Department of Developer, and finalizing the registration of Sub-Lease Deed. The requisite procedure must be concluded within the specified 60-day period. In the event the applicant(s) exceed this time frame, monthly maintenances changes will commence, in accordance with the date specified in the “offer of possession”.

The Promoter agrees and undertakes to indemnify the Allottee(s) in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee, after taking possession, agrees to pay the maintenance charges as determined by the Promoter / Maintaining Agency, as the case may be after the issuance of the completion/occupancy certificate (as applicable)/deemed completion for the project. The Promoter shall hand over a copy of completion/occupancy certificate, if received (as applicable), of the project to the Allottee(s) at the time of execution of Sub-Lease Deed.

**FOR PURVANCHAL PROJECTS PVT. LTD.**

**Authorized Signatory**

\_\_\_\_\_  
APPLICANT 1

\_\_\_\_\_  
APPLICANT 2

Page 18 of 46

**7.3. Failure of Allottee to take Possession**– Upon receiving a written intimation from the Promoter as per Para 7.2, the Allottee(s) shall take possession of the Residential Flat from the Promoter by executing necessary indemnities, undertakings, maintenance agreements, certificate of possession and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Residential Flat to the Allottee(s). In case the Allottee(s) fails to take possession within the time provided in Para 7.2, such allottee shall be liable to pay to the promoter holding charges / watch & ward charges at the rate of **Rs. 5/- per month per sq. ft. of carpet area** for the period beyond 3 months till actual date of possession in addition to maintenance charges as specified in Para 7.2. The allottee shall also be liable to pay interest on the unpaid amount at the interest rate as prescribed under the law till actual date of possession.

The Promoter shall not be responsible in any manner whatsoever for any kind of wear and tear damage caused to the Flat on account of delay on the part of the Allottee(s) in taking over possession and in such event; the Allottee(s) shall have to take possession of the same on "as is where is basis". The Allottee(s) shall be responsible and liable for all civil and criminal liabilities, which may accrue qua such Premises.

**7.4. Possession by the Allottee(s)** – After obtaining the completion certificate/occupancy certificate (as applicable) and handing over physical possession of the Residential Flat to the Allottees, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including the Common Areas, to the Flat Owner's Association or the competent authority, as the case may be, as per the Applicable Law. It is clarified that only the Residential complex and its common facilities shall be handed over to RWA as per the Act and the Allottee or association of Allottee(s) shall have no right, title or Interest, rights to use/ingress/digress or Day to day management of the all-commercial shops on the ground floor and 1<sup>st</sup> floor in tower no. 7 of the project.

**7.5. Cancellation by Allottee(s)** – The Allottee(s) shall have the right to cancel / withdraw his allotment in the Project as provided in the Act.

Provided that where the Allottee(s) at any stage after making an application for allotment of said flat, proposes to cancel/withdraw from the project without any fault of the promoter, the promoter herein is entitled to forfeit the entire booking amount/ earnest money, which is 10 % of the total sale price, paid for the allotment along with all/any taxes, duties, cess, interest for delayed payment etc. deposited by the Promoter with the concerned department/authority in respect of the said Flat. The promoter shall refund 50% (Fifty Percent) of the balance amount of money paid by the allottee within 45 (Forty-Five) days of such cancellation/withdrawal and remaining 50% (Fifty Percent) of the balance amount on re-allotment of the Residential Flat or at the end of one year from the date of cancellation/withdrawal, whichever is earlier. Allottee is also required to pay all other penalties and interest liabilities due as on the date of such termination. The Promoter shall inform the previous allottee, the date of re-allotment of the said Residential Flat & also display this information on 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

**FOR PURVANCHAL PROJECTS PVT. LTD.**

**Authorized Signatory**

\_\_\_\_\_  
APPLICANT 1

\_\_\_\_\_  
APPLICANT 2

Page 19 of 46

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 like -

- a) Acts of God i.e. fire, drought, flood, earthquake, epidemics, natural disasters etc.
- b) Explosions or accidents, air crashes and shipwrecks, act of terrorism.
- c) Strikes or lock outs, industrial dispute.
- d) Non-availability of cement, steel or other construction material due to strikes of manufacturers, suppliers, transporters or other intermediaries or due to any reason whatsoever.
- e) War and hostilities, riots, bandh, act of terrorism or civil commotion.
- f) Graded Response Action Plan ("GRAP") Orders issued by the Commission for Air Quality Management in National Capitol Region and Adjoining Areas.
- h) The promulgation or amendment in any law, rules or regulation or the issue of any injunction, court order or direction from any government authority that prevents or restricts the party from complying with any other authority or if any other authority or if any competent authority(ies) refuses, delays, withholds, denies the grant of necessary approvals for the said Complex/ said Building or if any matters, issues relating to such approvals, permissions, notices, notifications by the competent authority(ies) become subject matter of any suit/writ before a competent court or any other Quasi-Judicial Body or for any other reason whatsoever,
- i) Pandemic restrictions, National Green Tribunal Restrictions or Any kind of Stoppages on construction in the region due to High pollution level, which have halted the construction in the project due to these reasons beyond the control of the developer. Therefore, the allottee irrevocably agrees and unconditionally accepts that No Compensation whatsoever shall be payable in case of occurrence of any such events as listed above from the date of receipt of Sanction Letter from Yeida till date of expiration of Rera Registration on Rera Portal.

However, If the Promoter fails to complete or is unable to give possession of the Residential Flat without occurrence of any force majeure events (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 of 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 excluding all/any taxes, duties, cess, etc. deposited by the Promoter to the concerned department/authority in respect of the said Flat with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act within forty five days of it becoming due:

Provided that where if the Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee interest at the rate prescribed in the Rules for every month of delay, till the handing over of the possession of the Residential Flat, 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.

**FOR PURVANCHAL PROJECTS PVT. LTD.**

**Authorized Signatory**

\_\_\_\_\_  
APPLICANT 1

\_\_\_\_\_  
APPLICANT 2

Page 20 of 46

- (i) The [Promoter] have absolute, clear and marketable title with respect to the said land; the requisite rights to carry out development upon the said land and absolute, actual, physical and legal possessions of the said land for the project.
- (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 of the project;
- (iv) There are no litigations pending before any court of law or Authority with respect to the said land, Project or the Residential Flat;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the project, said Land and Residential Flat are valid and subsisting and have been obtained by following due process of law. Further, the promoter has been and shall, at all times until receipt of completion/occupancy certificate by the competent authority, remain to be in compliance with all applicable laws in relation to the project, said land, Building and Residential Flat 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/lease and/or development agreement or any other agreement / arrangement with any person or party with respect to the said land and the said Residential Flat which shall, in any manner, affect the rights of the Allottee under this agreement;
- (viii) The promoter confirms that the promoter is not restricted in any manner whatsoever from selling the said Residential Flat 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 Residential Flat to the allottee along with car parking as specified in para-G except for Open Car Parking spaces of the project & Vacant / Un-Allotted car parking spaces in the Basements or stilt and limited common areas & Independent Areas of the project as specified / declared by the promoter in the Deed of Declaration submitted to the competent authority.
- (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 government 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 their competent authorities till the completion certificate/ occupancy certificate (as applicable) has been issued by

**FOR PURVANCHAL PROJECTS PVT. LTD.**

**Authorized Signatory**

\_\_\_\_\_  
APPLICANT 1

\_\_\_\_\_  
APPLICANT 2

Page 21 of 46

competent authority and possession of Residential Flat with parking as per para G has been handed over to the allottee.

- (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 clauses and delay due to reasonable causes, 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 Residential Flat to the allottee within the time period specified in Para 7.1 or fails to complete the project within the stipulated time disclosed (including extension) 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 Residential Flat shall be in a habitable condition which is complete in all respect including the provision of all specifications, amenities and facilities, as agreed to between the parties, and for which occupation certificate and completion certificate, as the case may be, has been issued by the competent authority.
- (ii) Discontinuance of the promoter's business as a developer on account of suspension or revocation of his registration under the provisions of the act or the rules or regulations made there under.

9.2. In case of default by promoter under the conditions listed above **a non-defaulting** allottee is entitled to the following:

- (i) Stop making further payments to the 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 there after 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 (after deduction of all such taxes which the promoter has already deposited with the concerned Government departments) paid by the allottee under any head whatsoever towards the purchase of Residential Flat, along with interest at the rate equal to MCLR (Marginal Cost of Lending Rate) of State Bank of India +1% unless provided otherwise under the Rules within 45 days of receiving the termination notice.

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

**FOR PURVANCHAL PROJECTS PVT. LTD.**

**Authorized Signatory**

\_\_\_\_\_  
APPLICANT 1

\_\_\_\_\_  
APPLICANT 2

Page 22 of 46

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

- (i)** In case the allottees fails to make payments for 2 (two) consecutive demands made by the promoter as per the payment plan annexed here to from the date of booking, despite having been issued notice/reminders letter in that regard, the allottee shall be liable to pay interest to the promoter on the unpaid amount at the rate equal to MCLR (Marginal Cost of Lending Rate) of State Bank of India +1% unless provided otherwise under the Rules. The promoter must not be in default to take this benefit.
- (ii)** In case the default by the allottee under the condition listed above continues for a period beyond 3 (three) consecutive months after notice from the promoter in this regard, the promoter may at its sole discretion cancel the allotment of the Residential Flat and refund the money (after deduction of all such taxes which the promoter has already deposited with the concerned Government departments) paid to Promoter by the allottee after deducting the booking amount which is 10% of Sale price and the interest liabilities, and this agreement shall thereupon stand terminated. The allottee shall thereafter have no right, claim, whatsoever on the said Flat. The promoter must not be in default to take this benefit.  
Provided that the promoter shall intimate the allottee about such termination at least 30 days prior to such termination.
- (iii)** In case of breach of any other terms & conditions of this Agreement and violation of any of the Applicable Laws on the part of the Allottee(s), the promoter may cancel the allotment of the Apartment and refund the money paid to promoter by the allottee after deducting the booking amount, which is 10% of Sale price, interest liabilities and all taxes, duties, cess, etc. deposited by the Promoter to the concerned department/authority in respect of the Flat and other charges and this agreement shall thereupon stand terminated. Provided that the promoter shall intimate the allottee about such termination at least 30 days prior to such termination.
- (iv)** In case the allottee is considered as an allottee in default and the said default continues for a period of 3 months, the said agreement shall stand cancelled suo-moto at the will of the Promoter and the allottee shall have no objection in this respect. The Promoter shall present this agreement before the registrar of stamps and shall be eligible to get the same cancelled without the presence of allottee. The allottee irrevocably agrees to the said condition and undertakes not to take any legal recourse in case of such cancellation by the promoter.
- (v)** In case of default by the allottee in execution and registration of Sub-Lease Deed of the Flat within the period mentioned in Offer of Possession Letter, the promoter shall be entitled to charge compensation at Rs 5,000 /- (p.m.) for such delay. Further the Allottee shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899 and Indian Registration Act, 1908 including any actions taken or deficiencies/ penalties imposed by the competent authority.

General rights and remedies available to the promoter:

- (i)** Upon termination of this Agreement by the Promoter, the Allottee(s) shall not have any lien, right, title, interest, or claim in respect of the Flat. The Promoter shall be entitled to sell the Flat to any other person or otherwise deal with the Flat in any manner whatsoever.

**FOR PURVANCHAL PROJECTS PVT. LTD.**

**Authorized Signatory**

\_\_\_\_\_  
APPLICANT 1

\_\_\_\_\_  
APPLICANT 2

Page 23 of 46

- (ii) Acceptance of any payment without interest shall not be deemed to be a waiver by the Promoter of its right of charging such interest or of the other rights mentioned in this Agreement or under the law available with the Promoter.
- (iii) Without prejudice to the rights of the Promoter under this Agreement, the Promoter shall be entitled to file/initiate appropriate complaint/proceedings against the Allottee(s) under the Act for default/breach of any of the terms and conditions of this Agreement or the provisions of the Act/ Rules /Regulations.

**10. CONVEYANCE OF THE SAID RESIDENTIAL FLAT:**

The promoter, on receipt of total price of the Residential Flat as per para 1.2 (Including interest on delayed payment and other charges as stated in para 1.5, as applicable under the agreement) from the allottee, shall execute a Sub-Lease Deed and convey the built-up area & title of the Residential Flat to the allottee within 3 months from the date of issuance of the completion certificate/ deemed completion and the occupancy certificate (if any) as the case may be, to the allottee.

Provided that in the absence of applicable law, the Sub-Lease Deed in favor of the allottee shall be carried out by the promoter within three months from the date of issue of completion certificate/occupancy certificate (as applicable). 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 favor and promoter shall not hand over the possession of Flat to the Allottee(s) till payment of stamp duty and registration charges, holding charges, if any, is made by the allottee.

The failure of the Allottee to comply with this and consequently the Promoter withholding the possession of the Unit shall not absolve the Allottee of its obligations to the Promoter/Association of Allottees /Maintenance Agency/Competent Authority including and not limited to the payment of the maintenance charges for the intervening period till the execution and registration of the sub-lease deed in favour of the Allottee

**11. MAINTAINANCE OF THE SAID BUILDING/ PROJECT:**

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 the allottees upon the issuance of the occupancy certificate or deemed completion of the project. The cost of such maintenance for 1 (one) year from the date of issuance of occupancy certificate or deemed completion has been included in the total price of the Residential Flat.

However, if the Flat Owner's Association is not formed within one year of occupancy certificate or from the date of deemed completion, the promoter will be entitled to collect from the allottees amount equal to the amount of maintenance disclosed in para 1.2 + 10% in lieu of price escalation for the purpose of maintenance for next 1 year and so on. The Promoter will pay the balance amount available with them against the maintenance charges to Flat Owner's Association at the time of handing over.

Allottee agrees to execute a maintenance agreement along with other necessary documents, undertakings etc. in the standard format, with the Promoter / the Maintenance Agency as appointed for

**FOR PURVANCHAL PROJECTS PVT. LTD.**

**Authorized Signatory**

\_\_\_\_\_  
APPLICANT 1

\_\_\_\_\_  
APPLICANT 2

Page 24 of 46

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 the Residential Flat by the Promoter and also for executing the Sub-Lease Deed of the said Residential Flat.

In addition to the Promoter's/ Maintenance Agency's rights of unrestricted access of all Common Areas for providing maintenance services, the Allottee agrees to permit the Promoter or the Maintenance Agency or their authorized personnel / workers to enter into the said Residential Flat or any part thereof, after due notice and during the normal working hours, to inspect the said Residential Flat and / or to carry out any repair work relating to construction / development that may be impacting the said Residential Flat or the adjoining Flats/ spaces or the building / the common areas.

**12. DEFECT LIABILITY:**

Defect liability period of 60 months from the date of handing over possession or from the date of issuance of Completion Certificate whichever is earlier. The defect liability shall be limited to the defect in construction only (i.e. only structure related defects) however, air cracks in plaster masonry, seepage, wrappage in doors and windows shall not be considered as defects. Defect liability shall not include force majeure situations such as damage resulting from war, flood, earthquakes etc. The defect liability shall not be applicable on the readymade equipments/appliances, most of which are covered under warranty by the manufacturers themselves. However, in the event of recurring problems with the bought equipments/appliances, the Developer shall co-operate with the applicant(s) to sort out the issues, but the developer shall not be held accountable in any manner whatsoever in this regard. Only such defects of workmanship and quality that would in the ordinary course lead to the breakdown, malfunction or failure of building/constructions or infrastructure services and systems shall be covered under defect liability ("Defect Liability"). The Allottee(s) further confirm and agree that the Defect Liability would be rendered void in case of failure to maintain the technological equipment, materials and processes involved in the services laid out and implemented in the Project and failure to undertake maintenance and upkeep of such services, equipment and systems through appropriately qualified agencies. The Allottee(s) also agree that the Promoter shall not be responsible in cases where such defect has occasioned on account of unauthorized tampering, mishandling, human error or intervention by a technically unqualified person. Furthermore, I/we agree that the defects that are the result of ordinary wear and tear in due course or which are result of failure by the Government to provide its obligated services, infrastructure, etc., upto and outside the periphery of the Project shall not be covered under Defect Liability.

The Allottee(s) hereby accepts and agree that all fittings, fixtures, whatsoever like, Lifts, CP fittings, toilet fixtures, etc., shall be made functional at the time of handing over possession but the maintenance thereof through appropriate AMCs or otherwise shall be the responsibility of the individual unit owner alone. Intrinsically breakable, degradable or Natural items like tiles, stones, Marbles (Indian / Imported/Italian Marble), granites wooden items, glass, iron grills, aluminum items, façade, doors, windows, Modular Switches / Electrical fixtures & fittings, if any, and all kind of Toilet fittings (CP fittings & Sanitary Ware) and such like shall also not be covered under Defect Liability.

It is agreed that in case of any kind of structural defect is brought to the notice of the promoter within a period of 5 (five) years by the allottee from the date of handing over actual possession of the Flat or from the date of issuance of Occupancy Certificate, whichever is earlier, it shall be the duty of the

**FOR PURVANCHAL PROJECTS PVT. LTD.**

**Authorized Signatory**

\_\_\_\_\_  
APPLICANT 1

\_\_\_\_\_  
APPLICANT 2

promoter to rectify such defect without further charge, within thirty days, and in the event of promoter's failure to rectify such defect within such time, the aggrieved allottees shall be entitled to receive appropriate compensation in the manner as provided under the act.

However, in case any damage to the Flat is caused by the allottee(s) and/or any reasonable wear and tear and/or improper maintenance and undue negligence on the part of the allottee(s) / FLAT OWNER'S ASSOCIATION and/or any damage is caused due to force majeure, the same shall not be covered under defect liability period. THAT the allottee(s) fully understands and irrevocably agrees that there will be defect liability period of 60 months from the date of handing over possession or from the date of issuance of Occupancy Certificate whichever is earlier. The defect liability shall be limited to the defect in construction (i.e. structure only) however, air cracks in plaster masonry, wrappage in doors and windows shall not be considered as defects. Defect liability shall not include force majeure situations such as damage resulting from war, flood, earthquakes etc. The defect liability shall not be applicable on the readymade equipments/appliances, most of which are covered under warranty by the manufacturers themselves. However, in the event of recurring problems with the bought equipments/appliances, the Developer shall co-operate with the allottee(s) to sort out the issues, but the developer shall not be held responsible for any defects in readymade equipments/appliances, most of which are covered under warranty by the manufacturers themselves.

The Allottee(s) also agree that the Promoter shall not be responsible in cases where such defect has occasioned on account of unauthorized tampering, mishandling, human error or intervention by a technically unqualified person. Furthermore, I/we agree that the defects that are the result of ordinary wear and tear in due course or which are result of failure by the Government to provide its obligated services, infrastructure, etc., upto and outside the periphery of the Project shall not be covered under Defect Liability.

The Allottee(s) hereby confirm and agree that all fittings, fixtures, all kind of Electrical equipment in the flat, whatsoever like ACs, CP fittings, toilet fixtures, etc., shall be made functional at the time of handing over possession but the maintenance thereof through appropriate AMCs or otherwise shall be the responsibility of the individual unit owner alone. Intrinsically breakable or degradable items like Italian Marbles tiles, stones, wooden items, glass, iron grills, aluminum items, façade, doors, Chinaware & CP fittings in toilets, windows, and such like shall also not be covered under Defect Liability.

**13. RIGHT TO ENTER THE FLAT FOR REPAIRS:**

The promoter/maintenance agency/Flat Owner's Association shall have right of unrestricted access of all common areas, covered parking and parking spaces for providing necessary maintenance services and the allottee agrees to permit the Promoter / Flat Owner's Association and/ or maintenance agency to enter into the Residential Flat 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:**

**USE OF RESIDENTIAL FLAT:** The Allottee(s) understands and accept that he/she/they will not use the said Flat hereby allotted, for any purposes which are prohibited or forbidden under any Law for the

**FOR PURVANCHAL PROJECTS PVT. LTD.**

**Authorized Signatory**

\_\_\_\_\_  
APPLICANT 1

\_\_\_\_\_  
APPLICANT 2

Page 26 of 46

time being in force or which may be illegal and the Allottee(s) shall also not use the same for any purpose which is likely to cause nuisance or annoyance to other occupiers of the floors/complex/building or for any immoral purposes. The Allottee(s) shall not store any goods of hazardous / explosive or combustible nature in the said Flat hereby allotted or any materials which are so heavy as to affect the construction of the structure of the said Flat / building /complex.

That the Allottee(s) understands that this residential project “**PURVANCHAL SUNBLISS PLOT NO. GH-1A/1, SECTOR 22D, YEIDA**” comprises of Flats, which are a part of Residential land use / Group Housing scheme. The Allottee(s) irrevocably undertakes that he/she/they will use the allotted Flat strictly for residential purposes only.

**USE OF BASEMENT AND SERVICE AREAS:** The basement(s) and service areas, if any, as located within the “**PURVANCHAL SUNBLISS PLOT NO. GH-1A/1, SECTOR 22D, YEIDA**” shall be earmarked for purposes such as parking spaces and services including but not limited to electric substation, transformer, DG set rooms, Underground water tanks, pump rooms, maintenance and services rooms, firefighting pumps and equipment(s), and other permitted uses as per sanctioned plans. The allottee shall not be permitted to use the services areas and the basements in any manner whatsoever other than those earmarked as parking spaces allotted with the said Flat on **RIGHT TO USE BASIS ONLY** with right to ingress & digress only and the same shall be reserved for use by the maintaining agency for rendering maintenance services except for Open car parking spaces of the project & Vacant / Un-Allotted car parking space in the basements.

**15. GENERAL COMPLIANCE WITH RESPECT TO THE RESIDENTIAL FLAT:**

- 15.1.** Subject to Para 12 above, the allottee shall, after taking possession, be solely responsible to maintain the Residential Flat at his/her/their own cost, in good repair and proper condition and shall not do or suffer to be done anything in or to the building, or the Residential Flat, or the staircases, lifts, common passages, corridors, circulation areas, reception & lift lobby or the compound which may be in violation of any laws or rules of any authorities or change or alter or make additions to the Residential Flat and shall keep the Residential Flat, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto in good and tenatable condition and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the building is not damaged or jeopardized in any way. The Allottee(s) shall have to ensure that all the common facilities are kept open for use and it will not encroach upon these facilities and they will not damage and/or demolish the said Flat, peripheries and load bearing walls, partition walls, common walls which are common with other parts and Flats, built up area, floors, ceilings, sewer, drain pipes and appurtenances hereto in any manner. The allottee(s) will not make any additions or alteration of whatsoever nature to the said Flat or any part thereof without prior written consent of the Promoter.
- 15.2.** The allottee further undertakes, assures and guarantees that he/she/they would not put any sign-board/name plate, neon light, publicity material or advertisement material etc. on the face and facade of the building or anywhere on the exterior of the Flat / Balcony / project, inside or outside of the building or any place in common areas. Except the area/space earmarked by the promotor for the same. The Allottee(s) undertakes that he/she/they will not make any changes in the colour of Glass of the balconies / windows or any other external walls of the building, and he/she/they will also not create any kind of permanent construction inside the said Residential Flat or make any kind of decorative

**FOR PURVANCHAL PROJECTS PVT. LTD.**

**Authorized Signatory**

\_\_\_\_\_  
APPLICANT 1

\_\_\_\_\_  
APPLICANT 2

Page 27 of 46

ceilings on the balconies or any form of changes on the balconies of the said flat, which may cause change in the external façade/ outer side of the building. The allottee(s) shall also not change the color 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 Residential Flat or place any kind of thing, articles, goods or heavy material in the common passages, pavements, Streets, open compound or staircase of the building and the Promoter / Maintaining Agency / Flat Owner's Association shall be entitled to remove the same without giving any notice to the Allottee and to take them in its custody at the cost, risk and responsibility of the Allottee. The Promoter / Maintaining Agency / Flat Owner's Association shall have the authority to dispose of the same without any notice or accountability to the Allottee and no claim of any kind whatsoever shall be made by the Allottee against the Promoter in respect of such goods/things. The allottee shall also not remove any wall, including the outer and load bearing wall or make any kind of alterations in the toilets of the Residential Flat.

- 15.3.** The allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the promoter and there after the Flat Owner's Association and /or maintenance agency appointed by the Promoter. The allottee(s) shall be responsible for any loss or damages arising out of breach of any of the aforesaid condition.
- 15.4.** The Allottee understands and agrees that the *Sub-Lease Deed* rights in the said Residential Flat shall be transferred to the Allottee only for the specified purpose of being used as Residential Flat subject to the specific condition that the Allottee shall have no right to use the Flat for any kind of commercial activity, noisy, offensive, obnoxious, and immoral or for any illegal purposes. The Allottee has further specifically agreed that he shall not himself use or permit any other person to use the Flat for the purpose other than that for which the Flat is being sold to him. In the case of violation of this condition, the Promoter / Maintenance Agency / Flat Owner's Association shall be entitled to take steps to enforce the conditions laid down in this clause apart from their right to claim damages from the Allottee and the right to take such other action or seek such other legal remedy as the Promoter / Maintaining Agency / Flat Owner's Association may decide for restraining the Allottee from making any use prohibited by this Agreement. The Allottee(s) has fully understood and agreed that except the possession right in the construction of the said Flat hereby allotted, the Allottee(s) shall have no claim, right, title or interest of any kind in respect of the open land. However, the Allottee(s) of the said Flat shall only have the right to use proportionate common areas, passages, lifts, stair-cases and all common facilities of the project except for Open car parking spaces & Vacant / Un-Allotted car parking spaces in the basements and limited common areas & Independent Areas of the project as specified / declared by the promoter in the Deed of Declaration submitted to the competent authority, and as hereinafter provided. Furthermore, the allottee(s) also understands and accepts that common areas and all common facilities shall remain undivided.
- 15.5.** The Allottee(s) has fully understood and agrees that the open land and the land underneath the said Flat, basement areas, vacant / un-allotted car parking spaces, terrace of the building, Independent areas shall always be the property of the Developer/promoter and In case of any increase in current FAR and if law allows the Developer/ promoter has the right to make additions, raise storeys or to put additional structures as per its convenience over the said Flat hereby allotted and such additional structures and stories shall be the sole property of the Developer/ promoter who will be entitled to

**FOR PURVANCHAL PROJECTS PVT. LTD.**

**Authorized Signatory**

\_\_\_\_\_  
APPLICANT 1

\_\_\_\_\_  
APPLICANT 2

Page 28 of 46

dispose it off in any manner they like without any interference on the part of the Allottee(s) and the Allottee(s) hereby consents the same. The Developer/ promoter shall be entitled to connect the electric, water, sanitary and drainage fittings on the additional structures / stories with the existing electric, water, sanitary and drainage sources etc. at its own cost.

- 15.6. The Allottee shall not use the said premises for any purpose, which may or is likely to cause nuisance or annoyance to owners/occupants of other flats and/or Common Area / Common Parts/ Facility in the Building.
- 15.7. The Allottee shall not do or suffer anything to be done in or about the said Flat which may tend to cause damages to any Common Area/ Roads/ Streets in the Building or in any manner interfere with the use thereof or of any open space, garden/park, passage or amenities available for common use.
- 15.8. The Allottee shall not at any time demolish the structure of the said Flat or any part thereof and not make or cause to be made any additions or alterations of whatsoever nature to the said Flat or any part thereof. The allottee may, however, make suitable changes in the said Flat and other internal alterations and additions as per the terms of this agreement or the maintenance agreement, as the case may be, without causing damage or harm to the main structure as well as the ceiling of the said Flat & architectural aspect thereof but only with the prior approval/consent of the Promoter. Provided that if any such additions or alterations, require the prior approval or permission of any municipality or any other local body or government authority, the Allottee shall not carry out such additions or alterations or erections without obtaining the prior permission or complying with such rules and regulations of such Municipal or local body or Government Authority and getting such sanction / permission on payment of fee, tax, etc.
- 15.9. That the allottee shall carry out day-to-day maintenance of the said Flat and fixtures and fittings installed therein including painting, polishing of interiors, electrical fittings & maintenance, plumbing, sewer drainage, cleaning & maintenance of the said Flat at its own costs without affecting and disturbing other Flat holders.
- 15.10. The allottee shall comply with and carryout all the required requisitions, demands and repairs which are required by any Development Authority / Municipal Authority / Government or any other Competent Authority including Maintenance Agency in respect of the said Flat, at its own cost and keep the Promoter indemnified, secured and harmless against all costs, consequences and all damages, arising on account of non-compliance with the said requisitions, demands and repairs.
- 15.11. The Allottee agrees and undertakes that he/she/they shall join Flat Owner's Association as may be formed by the Promoter on behalf of the Flat holders and to pay any fees, subscription charges thereof and to complete such documentation and formalities as may be deemed necessary for this purpose.
- 15.12. The Allottee(s) shall be liable to pay house-tax, property-tax, fire-fighting tax or any other fee, cess or tax as applicable under law, as and when levied by any local body or authority and so long as the Flat of the Allottee(s) is not separately assessed to such taxes, fees or cess, the same shall be paid by the Allottee(s) in proportion to the Carpet Area of Flat. If In case the Promoter/ Flat Owner's Association has to pay the aforesaid amounts on behalf of the Allottee(s), the Allottee(s) shall be liable to reimburse

**FOR PURVANCHAL PROJECTS PVT. LTD.**

**Authorized Signatory**

\_\_\_\_\_  
APPLICANT 1

\_\_\_\_\_  
APPLICANT 2

Page 29 of 46

the same to the Promoter/ Flat Owner's Association within 30 days from the date of notice in this regard from the Promoter / Flat Owner's Association, failing which the Promoter / Flat Owner's Association shall be entitled to charge interest at 12% P.a. for the period commencing on the date on which the Promoter/ Flat Owner's Association paid the said amounts to the concerned authorities and ending on the date on which the Allottee(s) pays the said amounts to the Promoter / Flat Owner's Association. All taxes charges, cesses, levies etc shall be payable by the Allottee, even if, such demand is raised by the Authorities retrospectively after possession and/or sublease of the said Flat and such demands shall be treated as unpaid consideration of the said Flat and the Promoter shall have first charge/ lien on said Residential Flat for recovery of such demands from the Allottee.

- 15.13.** The Allottee undertakes not to sub-divide the said Flat, agreed to be sold to him / her/them. The Allottee further undertakes that in case it transfers its right and interests in the said Flat, in favour of any person by way of sale, mortgage, tenancy, license, gift or in any other manner, such person so inducted by the allottee shall also be bound by the terms and conditions of this agreement.
- 15.14.** The allottee understands and agrees that each space of the Project is not separately assessed for municipal taxes etc. The Allottee shall pay proportionate share of the Municipal Taxes, Ground Rent, Land and Building Tax and other Statutory taxes assessed on the whole residential Project, and Such Taxes Fees etc. shall be paid by allottee in proportion to the carpet area. Such apportionment shall be made by the Promoter / Flat Owner's Association and the same shall be conclusive, final and binding upon the Allottee and the Allottee shall promptly pay such proportionate amount of tax.
- 15.15.** The allottee agrees that after taking the possession of the Flat, it will be mandatory to take insurance policy by the Allottee(s) at his/her/their own cost, against his/her/their flat either individually or a group insurance policy of the building. The Developer will not be held responsible for any mis-happening henceforth. The Developer, if so desired by the allottee(s) may assist in taking the group insurance policy but all kind of expenses in taking the group insurance policy will be borne by the allottees of the building on propionate basis of their respective areas.
- 15.16.** In case the Allottee wants to avail loan facility from any financial institution/Bank to facilitate the purchase of the Flat applied for, the Promoter shall facilitate the process subject to the following:
- i.** Any financing agreement between Financial Institution / Bank and the Allottee shall be entered into by the Allottee at its sole cost, expense, liability, risk and consequences.
  - ii.** The terms and conditions of the financing agency shall exclusively be binding and applicable upon the Allottee(s) only.
  - iii.** The responsibility of getting the loan sanctioned and disbursed, in accordance with the payment schedule shall rest exclusively on the Allottee. In the event of the loan not being sanctioned or the disbursement getting delayed, the payment to the Promoter, as per the payment schedule, shall be ensured by the Allottee, failing which, the delay payment charges shall be applicable. If payment is delayed, applicable charges may incur and further delays could result in the initiation of the cancellation process.
  - iv.** In case of default in repayment of dues of the financial institution/agency by the allottee(s), the allottee authorizes the promoter to cancel the allotment of the said Flat and return the amount

**FOR PURVANCHAL PROJECTS PVT. LTD.**

**Authorized Signatory**

\_\_\_\_\_  
APPLICANT 1

\_\_\_\_\_  
APPLICANT 2

Page 30 of 46

received till date after deduction of booking amount, Interest on delayed payments, other charges and taxes directly to the financing institution/agency on receipt of such request from financing agency without any reference to the allottee.

- 15.17.** The Allottee understands that the project comprises of open/surface and covered /stilt car parking spaces spread across the Project. For day-to-day comfort of all occupants the Promoter has earmarked **parking space** for the exclusive use of each flat in the Basement / Stilt **ONLY ON RIGHT TO USE BASIS**. Further, the Allottee understands and agrees that every Allottee will be entitled to 1 covered parking duly earmarked in Basement / Stilt Area and some flats may be earmarked with more than one car parking. The Allottee shall not use the Parking space for any other purpose. The Allottee agrees that the Parking Space allotted to him/her is inseparable and it is an integral part of the said Flat. The Allottee agrees that the Parking space allotted shall automatically be cancelled in the event of cancellation, surrender, relinquishment, and repossession etc. of the said flat under any of the provisions of this Agreement.

The allottee fully understands and irrevocably agrees that except for the **01** No's of covered car parking allotted to him/ her/ them with the flat on right to use basis in the Basement / Stilt, he/she/they or the Flat Owner's Association will have **NO RIGHT OR CLAIM** whatsoever in the vacant / un-allotted car parking slots in the Basement / Stilt Area and the Open car parking area of the project. The allottee or Flat Owner's Association shall only have a right to ingress & egress in the open car parking area or vacant/ un-allotted covered parking space.

- 15.18.** The Developer / Promoter shall provide a common Electric Vehicle (EV) charging facility within the parking premises of the Project. The Allottees shall be required to pay such charges as may be applicable and determined by the Developer/Operating Agency from time to time for the usage of the common EV charging facility. It is hereby clarified that the Developer/Operating Agency shall not provide any individual or separate EV charging facility in any respective parking slot allotted to the Allottees, other than the common EV charging facility provided within the parking premises, including but not limited to the stilt and/or basement areas of the Project."

- 15.19.** The Allottee is aware of the applicability of Tax Deduction at Source (TDS) with respect to the said Flat. Further, the Allottee has to deduct the applicable Tax Deduction at Source (TDS) at the time of making of actual payment or credit of such sum to the account of the Promoter, whichever is earlier as per Section 194-IA in the Income Tax Act, 1961. Further, the Allottee shall submit the original TDS certificate (Form 16B) within the prescribed timelines mentioned in the Income Tax Act, 1961.

The Allottee fully understands THAT in case the cost/ value of the Flat booked/allotted is **Rs.50,00,000 (Rupees Fifty Lac only)** or more; in such a case each and every payment made or to be made by such Allottee(s) in whatever mode or manner and whether in lump sum or by way of installments or in tranches, shall be liable to a deduction of 1% of such payment as Tax Deduction at Source (TDS) by such Applicant and the total amount of TDS so deducted shall be deposited by such Applicant to the credit of the Central Govt . The same is being necessitated as it has been mandated through an amendment in the Income Tax Act, 1961, by insertion of a new Sec 194-IA & notified by CBDT vide Notification No. S.O. 1404-E dated 31st May, 2013 applicable w.e.f. 1st June, 2013, which states that the every buyer/customer is liable to deduct TDS @ 1% out of the installment which is to be paid to

**FOR PURVANCHAL PROJECTS PVT. LTD.**

**Authorized Signatory**

\_\_\_\_\_  
APPLICANT 1

\_\_\_\_\_  
APPLICANT 2

Page **31** of **46**

the Builder/developer/ Company/ seller in case the value of the property so purchased is Rs.50,00,000 or more; and has to deposit that TDS amount to the credit of the Central Govt. The credit of the same shall be reflected in the accounts of the said Applicant once he/she submits the proof of payment of TDS on purchase of property and the buyer/customer/applicant shall issue to the Builder/Developer/Company/seller a TDS Certificate in Form-16B. Considering the same, it is mandatory for the Applicant to have a valid Permanent Account Number (PAN). For further details Applicant may visit "www.incometaxindia.gov.in". Applicant is further requested to mention the address of the Developer on the challan for payment of "TDS on purchase of property".

**15.20.** The Allottee expressly agrees that the promoter shall be solely entitled to claim any/ all the refundable amounts deposited by the promoter to various competent authorities during the entire course of construction of the project.

**15.21. Electricity Connection:**

- i. That the allottee shall be required to obtain electric connection and meter for each flat directly from the Electricity Department at their own cost. The Infrastructure for Electric meter upto each flat and common area shall be provided by the promoter at Multi point electrical connection system.
- ii. The Allottee(s) will ensure to use similar material for electrical wiring, switch gear, air-conditioning ducting, plumbing and all such service utilities which are connected to the main equipment/ service of the Project. The Allottee(s) shall plan and distribute its electrical load in conformity with the electrical system installed by the Promoter.
- iii. THAT if the Allottee(s) requires more than 3 KVA Power backup facility, then the Allottee(s) has to give his request in writing at the time of offer of possession letter and has to pay additional charges for the additional Power back up facility, and no request for power back-up facility shall be entertained later on. Per unit charges of the power backup (i.e. running of DG Set) shall be subject to the prevailing rates of fuel at the time of possession. Allotment of additional power back-up subject to availability of extra power back-up and shall be at the sole discretion of developers. The Allottee(s) hereby agree to enter into a separate agreement with the Developer/Promoter for the supply of power back-up facilities (the "Power Back-up Agreement"). The terms and conditions of the Power Back-up Agreement, including the charges and payment terms, shall be as determined by the Developer/Promoter from time to time. The allottees(s) also agrees to enter into the separate agreement for supply of power backup to be executed between the allottee(s) and the promoter/developer/nominated agency at the time of possession and pay the power back up charges as decided by the promoter/developer/nominated agency.

Note: Any request for reducing power back-up load shall not be entertained and no refund shall be made thereon, the said load(s) always stay final as once opted in this booking application/agreement.

The Allottee(s) shall pay the charges for the power back-up facilities as demanded by the Developer/Promoter, in accordance with the terms and conditions of the Power Back-up agreement. Allottee(s) will also bear the cost of Single-phase prepaid energy meter for DG supply if required at the time of possession

**FOR PURVANCHAL PROJECTS PVT. LTD.**

**Authorized Signatory**

\_\_\_\_\_  
APPLICANT 1

\_\_\_\_\_  
APPLICANT 2

Page 32 of 46

- 15.22.** The Allottee understands and agrees that in the event of paucity or non-availability of any material and/or brand, the Promoter may use alternative materials/ article and/or equivalent brand, but of similar good quality, natural stones, marbles, tiles susceptible to staining and variations in shade and pattern. The Promoter shall not be held liable in any manner whatsoever for the same.
- 15.23.** That the allottee & Co-Allottee(s) (if any) will have equal share in the Flat and in case of death of any of them, the booking will continue only after providing a Certificate regarding the legal heirs of the deceased from the appropriate authority and a No Objection Certificate from the concerned bank, in case a loan has been availed. Similarly, in a divorce case or where a dispute arises between the Applicants, the booking will continue only after providing consent in writing by both the Allottee(s) and No Objection Certificate from the concerned bank, if a loan has been availed. The interest over the delayed payment shall be charged, and the dispute whatsoever stated above shall not give any effect to the same. In all the above said circumstances there will be a time limit of maximum upto 3(three) months and thereafter the Developer can cancel the said booking/allotment and the Allottee(s) shall have no claim or right whatsoever except to claim for the refunds of the amounts as deposited, and in such cancellation, there will be a deduction of 10% of the cost of the Flat. For the refund in said cases as stated above, consent of both the Allottee(s) shall be necessary otherwise the amount shall be refunded in equal share between all the Allottee(s).
- 16. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES:**  
The Parties are entering into this agreement for the allotment of a Residential Flat with full knowledge of all the laws, rules, regulations, notifications applicable to the Project.
- 17. ADDITIONAL CONSTRUCTIONS**  
The Promoter undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the building plan, layout plan, sanction plan and specifications amenities and facilities has been approved by the competent authority(ies) and disclosed, except for as provided in the Act. However, the promoter shall always be entitled to raise such additional construction if the law/development authority allows for the same.
- 18. MORTGAGE OR CREATE A CHARGE:**  
The Allottee(s) understands and irrevocably agree that the Developer if required may take project loan from any Bank / Financial Institutions / NBFC by mortgaging the land of the said project (i.e. Plot No GH-1A/1) for the purpose of construction work at the project site and the allottee(s) hereby understands and accepts the same and gives his/her/their consent for the same; and if such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of allottee who has taken or agreed to take such [Residential Flat /building].
- 19. 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, firstly, the allottee signs and delivers this Agreement with all the schedules along with the payment due as stipulated in the Payment plan within 30 days from the date of receipt by the allottee and secondly, appears for registration of the same before the concerned Sub

**FOR PURVANCHAL PROJECTS PVT. LTD.**

**Authorized Signatory**

\_\_\_\_\_  
APPLICANT 1

\_\_\_\_\_  
APPLICANT 2

Page 33 of 46

registrar if needed / required by the allottee, as and when intimated by the promoter. If the allottee(s) fails to execute and deliver to the Promoter the Agreement for Sale within 30 (thirty) days from the date of its receipt by the allottee by courier, registered post, or by hand or intimation by developer to allottee by email, WhatsApp or any other electronic medium to visit the office to sign the said agreement and /or failure to appear before the Sub-Registrar for its registration as and when intimated by the promoter, then the promoter shall serve notice to the allottee for rectifying the default, which if not rectified within 30 days from the date of its receipt by the allottee, application of the allottee shall be treated as cancelled and all sums deposited by the allottee in connection therewith shall be returned to the allottee without any interest or compensation whatsoever but after deducting the 10 % booking amount, interest liabilities if any, taxes, duties, cess, etc. deposited by the Promoter to the concerned department/authority in respect of the said Flat and deducting reasonable administrative charges.

**20. ENTIRE AGREEMENT:**

This Agreement along with its schedules constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the parties in regard to the said Residential Flat as the case may be.

**21. RIGHT TO AMEND:**

This agreement may only be amended through written consent of the parties.  
Any clause hereof cannot be orally changed, terminated or waived. Any changes or additional clauses must be set forth in writing duly signed by both the parties which only shall be valid.

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

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

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

**23.1** The promoter may, at its sole option and discretion, without prejudice to its rights as set out in the agreement waive the breach by the Allottee in not making payments as per the Payment Plan (Schedule C) including waiver of the payment of interest for delayed payment. It is made clear as agreed by the allottee that exercise of discretion by the promoter in the case of one allottee shall not be construed to be precedent and/or binding on the promoter to exercise such discretion in the case of other allottees or the subsequent allottee of the said Flat.

**23.2** Failure on the part of parties to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provisions.

**24. SEVERABILITY:**

If any provision of this agreement is determined to be void or unenforceable under the Act or the Rules and Regulations made there under or under other Applicable Laws, such provisions of the Agreement

**FOR PURVANCHAL PROJECTS PVT. LTD.**

**Authorized Signatory**

\_\_\_\_\_  
APPLICANT 1

\_\_\_\_\_  
APPLICANT 2

shall be deemed as amended or deleted in so far as reasonably inconsistent with the purpose of this agreement and to the extent necessary to conform to the Act or the rules and regulations made there under or the Applicable laws as the case may be and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

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

Wherever in this agreement it is stipulated that the allottee has to make any payment in common with other allottee(s) in project, the same shall be in proportion with the carpet area of the Residential Flat to the total carpet area of all the Residential Flat in the entire project i.e **PURVANCHAL SUNBLISS PLOT NO. GH-1A/1, SECTOR 22D, YEIDA.**

.

**26. ASSIGNMENT:**

The Allottee shall not be entitled to get the name of his assignee(s) substituted in his place without the prior approval of the Promoter, who may, in its sole discretion, permit the same on such terms as it may deem fit. The allottee assures that the promoter shall not be liable on any account, whatsoever, in respect of any transaction between the allottee and his assignee(s). The terms and conditions of this Agreement, shall be binding upon the assignee(s) with full force and effect and he shall be liable to make all payments as specified in this Agreement. It is distinctly understood by the allottee that upon such transfer, the allottee shall no more be entitled to any privileges and facilities, if any, available in the said flat arising from the allotment of the said flat. In case the Allottee wants to transfer the rights under this Agreement to Sell after obtaining prior written consent of the Promoter to his spouse/children/parents and HUF, the Promoter shall not charge any Transfer Fee for such transfer but the promoter may at its sole discretion charge administrative charges for such transfer within the blood relation as it may deem fit. However, in case of transfers to others, if permitted by the promoter / developer and applicable law, the existing allottee of the flat shall be liable to pay Transfer Fee as decided by the promoter from time to time at its sole discretion. The terms and conditions of this Agreement, shall be binding upon the transferee with full force and effect and he shall be liable to make all payments, as specified in the Agreement.

Further The Allottee shall be solely responsible and liable for all legal, monetary or any other consequences that may arise from such transfer/ assignment and the Promoter shall always be kept indemnified by the allottee against all consequences arising out of such assignment.

Any change in the name of the registered allottee with the Promoter shall be deemed as transfer or assignment for this purpose. Any purported assignment by the allottee in violation of terms of this Agreement shall be a default of the part of the allottee entitling the Promoter to cancel this Agreement.

The Allottee and the persons to whom the flat is sold, transferred, assigned or given possession of shall from time to time, sign all applications, papers and documents and do all acts, deeds and things as the Promoter and / or its nominee may ask it to do from time to time which are required under the Act.

**FOR PURVANCHAL PROJECTS PVT. LTD.**

**Authorized Signatory**

\_\_\_\_\_  
APPLICANT 1

\_\_\_\_\_  
APPLICANT 2

Page 35 of 46

**27. INDEMNIFICATION:**

The Allottee(s) shall, without prejudice to any other rights of the Promoter, agrees to indemnify and keep fully indemnified, hold harmless and defend the Promoter, from and against third party claims, demands, actions, suits, proceedings, judgments, orders, damages, costs, losses and expenses of any nature whatsoever brought or filed against the Promoter or which the Promoter may suffer or incur due to or by reason of the Allottee(s) making, committing, causing or permitting to be made or committed any default or breach in respect of or non-observance or non-compliance with (i) any of the provisions/covenants of this Agreement and/or (ii) any representation or warranties or covenants of the Allottee(s) being false or incorrect and/or (iii) any other claim, cost or damage directly attributable to the obligations of the Allottee(s) under the Agreement or due to failure/delay of the Allottee(s) to comply with its obligations under the applicable Central and/or State and local laws and/or of any of the provisions of this Agreement and/or (iv) termination of this Agreement by the Allottee(s) without any default/delay on the part of the Promoter and/or (v) due to failure of the Allottee(s) to execute and deliver this Agreement to the Promoter within the time prescribed in this agreement (vi) due to failure of the Allottee(s) to appear before the sub-registrar for registration of this Agreement , if needed (vii) termination of this Agreement by the Promoter due to any default/delay on the part of the Allottee(s). Further Submits as under: -

- i) The Parties acknowledge that the foregoing indemnities shall survive the termination of this Agreement.
- ii) The indemnification rights of the Promoter under this Clause shall be in addition to any other rights and remedies available to the Promoter under Applicable Laws, equity and this Agreement.

**28. FURTHER ASSURANCES:**

Both the Parties agree that they shall execute, acknowledge and deliver to the other , such instruments and take such other actions, in addition 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 the execution by the promoter through its authorized signatory at the promoter’s office, or at some other place, which may be mutually agreed between the promoter and the allottee, and after the agreement is duly executed by the allottee and the promoter or simultaneously with the execution of the said agreement, the same shall be registered at the office of the sub-registrar, **Gautam Budh Nagar**, if needed. Hence this agreement shall be deemed to have been executed at **Gautam Budh 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:

**NAME & ADDRESS.....**

**FOR PURVANCHAL PROJECTS PVT. LTD.**

**Authorized Signatory**

\_\_\_\_\_  
APPLICANT 1

\_\_\_\_\_  
APPLICANT 2

**NAME & ADDRESS .....**

(Allottee(s) Address)

**M/s. Purvanchal Projects Pvt Ltd. (Promoter Address)**

- LSC, A-7, 2<sup>nd</sup> Floor, Purvanchal Plaza, Mayur Vihar, Phase-II, New Delhi -110091
- Corporate Office: Purvanchal Business World, A-103, Sector-136, Noida -201305

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 be considered 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 Residential Flat, plot or building, as the case may be, prior to the execution and registration of this agreement for **Sale** for such Residential Flat, 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 there under.

**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 there under including other Applicable Laws of India for the time being in force.

**34. DISPUTE RESOLUTIONS:**

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretations, construction and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled, as the case may be, through the Conciliation Committee/ Dispute Resolution Forum/Authority or Adjudicating Officer appointed under the Act or through process of arbitration at the joint option of the parties. The arbitration proceedings shall be governed by the Arbitration & Conciliation Act, 1996 and shall be held at an appropriate location in Gautam Budh Nagar. The language of arbitration shall be English and the arbitral award shall be binding of both the parties.

**36. DISCLOSURE:**

That the Allottee has entered into this agreement with full knowledge, physical inspection and understanding of the nature of construction and the construction plan of the Promoter, title documents of the Promoter, Sub-Lease Deeds and arrangements, entered into by the Promoter with several other persons and subject to all present and future laws, rules, regulation, bye-laws applicable to this area,

**FOR PURVANCHAL PROJECTS PVT. LTD.**

**Authorized Signatory**

\_\_\_\_\_  
APPLICANT 1

\_\_\_\_\_  
APPLICANT 2

Page 37 of 46

including terms and conditions of the undertaking given by the Promoter to concerned authorities, and/or the Government of Uttar Pradesh in this regard and to such other regulations as the Promoter may promulgate from time to time and the Allottee has familiarized himself with all the aforesaid title documents, Sub-Lease Deeds, undertakings, conditions etc.

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for Sale at Gautam Budh Nagar, (UP) 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 .....

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

**NAME ...**  
ADDRESS .....

**SIGNED AND DELIVERED BY THE WITHIN NAMED**

Promoter

(1) Signature (Authorized Signatory) \_\_\_\_\_

Dr. Jagat Singh Thakur  
Registered office at LSC, A-7, 2<sup>nd</sup> Floor,  
Purvanchal Plaza, Mayur Vihar, Phase-II, New Delhi -110091

WITNESSES:

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

Name\_\_\_\_\_

Address\_\_\_\_\_

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

Name\_\_\_\_\_

Address\_\_\_\_\_

Please affix  
photograph  
and sign  
across the  
photograph

Please affix  
photograph  
and sign  
across the  
photograph

Please affix  
photograph  
and sign  
across the  
photograph

**FOR PURVANCHAL PROJECTS PVT. LTD.**

**Authorized Signatory**

\_\_\_\_\_  
APPLICANT 1

\_\_\_\_\_  
APPLICANT 2

**SCHEDULE 'A'**

PLEASE INSERT DESCRIPTION OF THE RESIDENTIAL FLAT AND THE COVERED PARKING (IF APPLICABLE) ALONG WITH BOUNDARIES IN ALL FOUR DIRECTIONS

**1. DETAILS OF THE FLAT APPLIED FOR:**

<b>Flat No.:</b>	<b>0000</b>
<b>Floor No:</b>	<b>0<sup>th</sup></b>
<b>Tower No:</b>	
<b>Type:</b>	
<b>Carpet Area of Flat</b>	..... Sq. Ft (..... Sqm.)
<b>Exclusive Lawn Area / Open Verandah (if Applicable)</b>	
<b>Car Parking in Basement or stilt</b>	<b>01</b> No. of Car Parking (Parking Slot No. to be allotted at the time of Possession in the basement or stilt area)

**2. BOUNDARIES IN ALL FOUR DIRECTIONS:**

<b>NORTH</b>	
<b>SOUTH</b>	
<b>EAST</b>	
<b>WEST</b>	

**FOR PURVANCHAL PROJECTS PVT. LTD.**

**Authorized Signatory**

\_\_\_\_\_ **APPLICANT 1**

\_\_\_\_\_ **APPLICANT 2**

**SCHEDULE 'B'**

FLOOR PLAN OF THE FLAT

DRAFT



**FOR PURVANCHAL PROJECTS PVT. LTD.**

**Authorized Signatory**

\_\_\_\_\_  
APPLICANT 1

\_\_\_\_\_  
APPLICANT 2

**SCHEDULE 'C'**

**DETAILED COST BREAK UP OF RESIDENTIAL FLAT APPLIED FOR**

<b>S. No.</b>	<b>Description</b>	<b>Rate (Rs.)</b>	<b>Amount (Rs.)</b>
1.	Sale Price (Excluding GST)	Rs..... Per sq. ft. of Carpet Area	
2.	Exclusive Lawn Area / Open Verandah (if Applicable)		
3.	Any Other Charges (as/if applicable)		
	<b>TOTAL SALE PRICE OF UNIT (EXCLUDING GST)</b>		
<b>(Rupees.....only ) excluding GST</b>			
<b>GST (Goods &amp; Service Tax) As per prevailing norms of Government of India.</b>			
<b>TOTAL SALE PRICE OF UNIT (INCLUDING GST)</b>			
<b>(Rupees ..... ) including GST</b>			

**Other charges to be paid at the time of offer of possession of flat (possession related charges)**

<b>DESCRIPTION</b>	<b>RATE</b>	<b>AMOUNT (RS.)</b>
Advance Maintenance Charges for one year	Rs. 5/- per sq. Ft. Per month of carpet area.	0.00
Advance Maintenance Charges for club facilities for one year	Rs. 10000/- per annum	10,000.00
Goods & Service tax as per prevailing rate	As applicable (If any changes is done in GST/Taxes by the concern authority then the same will be applicable)	0.00
Total amount		

**FOR PURVANCHAL PROJECTS PVT. LTD.**

**Authorized Signatory**

\_\_\_\_\_   
 APPLICANT 1

\_\_\_\_\_   
 APPLICANT 2

Page 41 of 46

- 1 sq. mtr. = **10.764 sq. ft.**

**SECURITY DEPOSIT TO BE PAID AT THE TIME OF OFFER OF POSSESSION**

Interest free Maintenance Security (Will remain with Developer till the defect Liability period) Rs. 40/- per sq. ft. of carpet area.	
--	--

- 1 sq. mtr. = 10.764 sq. ft.

**Note:**

- A. Stamp Duty, Court Fees for Registration, Registration Charges, any futuristic increase by competent authority in any Head / In the name of whatsoever shall be borne by allottee(s).
- B. Payments to be made through Cheque / DD payable at Gautam Budh Nagar in favor of **PPPL COL AC PSUNBLISS GH1A1 SEC 22DYEIDA**
- C. Stamp Duty, Court Fees for Registration, Registration Charges, any futuristic increase by competent authority in External Development Charges & Infrastructure Development Charges, FFC, EEC are not included in the price and shall be payable by the Allottee(s) on demand by the Promoter or on offer of possession of the said flat or as and when demanded by the concerned Competent authority (in case of EDC & IDC, other. Govt. Levy, imposition etc.)

**RTGS DETAILS OF COLLECTION ACCOUNT:**

Name of Account – **PPPL COL AC PSUNBLISS GH1A1 SEC 22DYEIDA**

Account No. – **99999971593476**

Bank – HDFC Bank

IFSC Code – HDFC0001292

Branch – HDFC BANK, \_\_\_\_\_.

**CONSTRUCTION LINKED PAYMENT PLAN**

**PAYMENT PLAN FOR FLAT TYPE A1 REGAL 3695, A2 MAJESTIC 2380, A3 ELEGANCE 2045, A4 GRANDEUR 1720**

Booking Amount	10% of total cost of Flat
Within 60 days of booking	15% of Total Cost of Flat
At the time of start of Excavation	5% of Total Cost of Flat
On completion of Basement RCC Roof slab	5% of Total Cost of Flat
On completion of First Floor RCC Roof slab	5% of Total Cost of Flat

**FOR PURVANCHAL PROJECTS PVT. LTD.**

**Authorized Signatory**

\_\_\_\_\_  
APPLICANT 1

\_\_\_\_\_  
APPLICANT 2

On completion of 3rd floor RCC Roof slab	5% of Total Cost of Flat
On completion of 6th floor RCC Roof slab	5% of Total Cost of Flat
On completion of 9th floor RCC Roof slab	5% of Total Cost of Flat
On completion of 12th floor RCC Roof slab	5% of Total Cost of Flat
On completion of 15th floor RCC Roof slab	5% of Total Cost of Flat
On completion of 18th floor RCC Roof slab	5% of Total Cost of Flat
On completion of 21th floor RCC Roof slab	5% of Total Cost of Flat
On completion of top floor RCC Roof slab	5% of Total Cost of Flat
On completion of Internal flooring	10% of Total Cost of Flat
On Start of External Painting	5% of Total Cost of Flat
On offer of Possession	5% of Total Cost of Flat + Possession related charges
<b>Grand total</b>	<b>100%</b>

<b>CONSTRUCTION LINKED PAYMENT PLAN FOR A5 SERENE 725 -</b>	
Booking Amount	10% of total cost of Flat
Within 60 days of booking	15% of Total Cost of Flat
At the time of start of Excavation	5% of Total Cost of Flat
On completion of Basement RCC Roof slab	5% of Total Cost of Flat
On completion of First Floor RCC Roof slab	5% of Total Cost of Flat
On completion of 3rd floor RCC Roof slab	5% of Total Cost of Flat
On completion of 6th floor RCC Roof slab	5% of Total Cost of Flat
On completion of 9th floor RCC Roof slab	5% of Total Cost of Flat
On completion of 12th floor RCC Roof slab	5% of Total Cost of Flat
On completion of 15th floor RCC Roof slab	5% of Total Cost of Flat
On completion of 18th floor RCC Roof slab	5% of Total Cost of Flat
On completion of top floor RCC Roof slab	5% of Total Cost of Flat
On start of brick work	5% of Total Cost of Flat
On completion of Internal flooring	10% of Total Cost of Flat
On Start of External Painting	5% of Total Cost of Flat
On offer of Possession	5% of Total Cost of Flat + Possession related charges
<b>Grand total</b>	<b>100%</b>

**FOR PURVANCHAL PROJECTS PVT. LTD.**

**Authorized Signatory**

\_\_\_\_\_

APPLICANT 1

\_\_\_\_\_

APPLICANT 2

Page 43 of 46

## SCHEDULE 'D'

**SPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF THE RESIDENTIAL PROJECT, PURVANCHAL  
SUNBLISS PLOT NO.GH-1A/1, SECTOR - 22D,  
YAMUNA EXPRESSWAY INDUSTRIAL DEVELOPMENT AUTHORITY (YEIDA)**

<b>STRUCTURE</b>		RCC Framed Structure with Consideration for Safe Zone as Stipulated by BIS Code.	
<b>S. No.</b>	<b>Particulars</b>		<b>Brief Description of Specifications</b>
1	<b>FLOORS:</b>	Living / Dining / Bedrooms & Lobby within Apartment:	Vitrified Tiles
		Master bedroom:	Wooden Colour Tiles
		Balcony:	Anti-Skid Tiles
		Kitchen & Toilets:	Anti-Skid Tiles
2	<b>WALLS:</b>	Living / Dining / Bedrooms /Passage & Lobby within Apartment:	Oil Bound Distemper
3	<b>Kitchen &amp; Toilets:</b>		A combination of ceramic or vitrified tiles will be provided on walls up to 8 feet high in toilets and 2 feet above kitchen counters. A piped gas connection will be installed as per applicable safety standards and regulations.
4	<b>CEILINGS:</b>		Oil Bound Distemper
5	<b>Kitchen Counters:</b>		Good quality Granite Stone Counters
6	<b>FITTINGS / FIXTURES</b>	Toilets & Kitchen:	CP fittings will be from Jaquar or Roca, or an equivalent brand. Sanitary ware will be white or off- white chinaware from Hindware or Parryware, or an equivalent brand. A stainless-steel sink will be provided in the kitchen.
7	<b>Balcony Railings:</b>		All balconies and staircase railings shall be made of mild steel (M.S.) with enamel paint. Certain balconies may feature concrete balusters if required for architectural elevation purposes.

FOR PURVANCHAL PROJECTS PVT. LTD.

Authorized Signatory

\_\_\_\_\_

APPLICANT 1

\_\_\_\_\_

APPLICANT 2

Page 44 of 46

8	<b>DOORS &amp; WINDOWS:</b>		The main entrance door shall be 8 feet in height with a high-quality paneled door shutter. All internal doors shall have skin-moulded shutters with a standard height of approximately 7 feet. All external doors and windows, including frames, shall be constructed from UPVC or powder-coated aluminum.
9	<b>Drinking Water:</b>		An individual R.O. unit shall be provided under the counter in each flat. A centralized softening plant shall ensure a 24-hour supply of softened water for general use.
10	<b>Ceiling hanger:</b>		A standard-quality ceiling hanger shall be installed in one of the balconies in each flat for drying clothes.
11	<b>ELECTRICALS:</b>		Modular switches and sockets with copper wiring shall be provided. Fixtures such as fans, light fittings, geysers, and appliances shall not be included. Each flat shall have a power backup of 3 KVA.
12	<b>Optical Fiber</b>		FTTH (Fiber-to-the-Home) shall be provided throughout the entire complex to enable access to the latest technology for each allottee.

**SCHEDULE 'E'**

**COMMON AREAS AND FACILITIES**

1. The entire land of approximately 42406.00 sqm over which the Residential Project is being developed in the name & style of **PURVANCHAL SUNBLISS PLOT NO. GH-1A/1, SECTOR 22D, YEIDA.**
2. The staircases, lifts, lift lobbies, fire escapes and common entrances and exits to the 07 No's of buildings in **PURVANCHAL SUNBLISS PLOT NO. GH-1A/1, SECTOR 22D, YEIDA.**
3. The common driveway of the basements with **RIGHT TO USE ONLY FOR INGRESS EGRESS** and except for Open car parking spaces of the project & vacant / Un-Allotted car parking spaces in the basement / stilt area and parks (If Any) in **PURVANCHAL SUNBLISS PLOT NO. GH-1A/1, SECTOR 22D, YEIDA.**
4. The premises for lodging of persons employed for the management of the property including accommodation for watch and ward staffs or for the lodging of community service personnel Lobbies at Each Floor in **PURVANCHAL SUNBLISS PLOT NO. GH-1A/1, SECTOR 22D, YEIDA.**
5. Installations of central services such as electricity, gas, water and sanitation, system for water conservation and renewable energy in **PURVANCHAL SUNBLISS PLOT NO. GH-1A/1, SECTOR 22D, YEIDA;**
6. The Under Ground Reservoir, Sewage Treatment Plant, water tanks, sumps, motors, fans, compressors, ducts, all kind of Fire Fighting Equipments and alarm systems and all apparatus connected with installations for common use in **PURVANCHAL SUNBLISS PLOT NO. GH-1A/1, SECTOR 22D, YEIDA.**

FOR PURVANCHAL PROJECTS PVT. LTD.

Authorized Signatory

\_\_\_\_\_

APPLICANT 1

\_\_\_\_\_

APPLICANT 2

Page 45 of 46

7. All other portion of the Project necessary or convenient for its maintenance, safety, etc and in common use in **PURVANCHAL SUNBLISS PLOT NO. GH-1A/1, SECTOR 22D, YEIDA.**

DRAFT

**FOR PURVANCHAL PROJECTS PVT. LTD.**

**Authorized Signatory**

\_\_\_\_\_  
APPLICANT 1

\_\_\_\_\_  
APPLICANT 2