

DRAFT

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

**FOR PURVANCHAL PROJECTS PVT. LTD.**

**Dr Jagat Singh Thakur**  
Authorized Signatory

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1	Details of Property	:	Unit No. <b>000</b> on <b>00<sup>th</sup></b> floor in the building popularly known as " <b>PURVANCHAL SKYLINE VISTA</b> " being built over <b>Commercial Plot No -01A, Sector-94, Noida, UP - 201301</b>
2	Permissible Use of Commercial Unit	:	Office/ Shop / Restaurant / Food Court / Multiplex / Entertainment Zones/ Banquet Hall /Spa / Health Club etc.
3	Unit Type		Lockable Nonlockable
4	Carpet Area of Unit	:	..... Sq. Ft (..... Sqm.)
5	Area Under Walls	:	..... Sq. Ft (..... Sqm.)
6	Circulation Area/Common Area	:	..... Sq. Ft (..... Sqm.)
7	Total Super Built-Up Area	:	..... Sq. Ft (..... Sqm.)
8	Sale Price of the Unit (without GST)	:	<b>Rs.0000000.00</b>
9	Partial booking amount received	:	Rs. 0,00,000.00
10	Boundaries	:	NORTH EAST : PLOT NO 01 SOUTH WEST : 24 Mtrs WIDE ROAD SOUTH EAST : 45 MTRS WIDE SECTOR ROAD NORTH WEST : PLOT NO 1B

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 Mr. Jagat Singh Thakur authorized vide board resolution dated \_\_\_\_\_ hereinafter referred to

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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

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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**".

**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.

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- j) **“Carpet Area”** means the net usable floor area of Commercial Unit, 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 Commercial Unit. 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 Commercial Unit, 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 Commercial Unit, meant for the exclusive use of the allottee(s);
- k) **"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 Commercial Unit Promotion Of Construction, Ownership And Maintenance Act, 2010 as deemed completion.
- l) **“Common Areas and Facilities of the Project”** shall mean such common areas, facilities, equipment and spaces in the 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 the Project and generally also the pro-rata share in the common areas of the entire development.

- m) **“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).
- n) **"Government"** means the Government of Uttar Pradesh;
- o) **“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.
- p) **“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
- q) **“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 compoundable limits thereby permitting

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

- r) **“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.
- s) **“Project”** shall mean and include the multi-storied building having 3 levels of Basement + Ground + 36 Floors constructed over the Lease Hold plot of land admeasuring 10031 square meter along with all the units(Office / Shop/ Restaurant/ Food Court/ Multiplex/ Entertainment Zones / Banquet Hall/ Spa/ Health Club),parking spaces, shops, common areas and facilities, limited common areas and facilities, open spaces etc. and all that is constructed / to be constructed and lying thereupon the land are collectively named as **‘Purvanchal Skyline Vista’**.
- t) **“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.
- u) **“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.
- v) **“Lockable Unit”** means a Unit which is enclosed between walls made either of bricks or of any other material with doors for ingress and egress.
- w) **“Non-lockable Unit”** means an undivided unpartitioned commercial space being undivided indivisible part of larger commercial space which though will be identified but will not be demarcated/separated from adjoining Units either by walls or other material, which will remain undivided, which cannot be used separately/independently and which forms part of a larger commercial space.
- x) **“Commercial Unit/Space” means** a Lockable Unit or Non-Lockable Unit as the case may be allotted to the Allottee(s), used or intended to be used for commercial purpose or for carrying on any business, occupation, profession or trade, or for any other type of use ancillary to the purpose defined.

### **WHEREAS:**

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- 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. 01A, totally admeasuring 10031 square meters situated at Sector-94, Noida, in District Gautam Budh Nagar ("Said Land") allotted vide letter No NOIDA/Commercial/2022/2066 dated 22-11-2022 under the scheme No .2022-2023 (Commercial Builders Plot-1) on lease for a period of 90 years and later on Lease Deed(s) dated 16-02-2023 registered as documents no. 974, Zild No. 13350, Bahi no. 1, Page nos. 263 to 300 at the office of the Sub-Registrar-II Noida and correction deed dated 21-09-2023 registered as documents no. 5313, Zild No. 13635, Bahi no. 1, Page nos. 173 to 192 at the office of the Sub-Registrar-II Noida executed by New Okhla Industrial Development Authority.
  - b. **AND AS SUCH** by virtue of the aforementioned registered lease deed dated 16-02-2023, and correction deed dated 21-09-2023 Purvanchal Projects Private Limited became the absolute owner cum Promoter of the said property i.e. plot bearing No. **01A** having area **10031 Sq. Mtr.** and Purvanchal Projects Private Limited is entitled to develop & construct the said property under the name and style of "**PURVANCHAL SKYLINE VISTA**".
- B.** The aforesaid land is earmarked for the purpose of building a commercial project, comprising of 3 Levels of Basements + Ground + 36 Floors of multistoried commercial building and the project shall be known as "**Purvanchal Skyline Vista**" being built over commercial plot No. 01A, Sector-94, Noida, G. B. Nagar, (UP) ("project");  
Provided that where land is earmarked for commercial development, the same shall be used for those purposes only and no residential 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 New Okhla Industrial Development Authority has sanctioned the commercial property building plan through its Online Building Plan Approval System (OBPAS) letter dated **21-10-2023 bearing application no. 2023/08/19/9437.**
- E.** The Promoter has obtained the layout plan, sanctioned plan, specifications and all necessary approvals for the Project and also for the Commercial Unit or building, as the case may be from New Okhla Industrial Development Authority. The Promoter agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with section 14 of the Act and other laws as applicable. 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 promoter has registered the Project under the provisions of the Act with the Uttar Pradesh Real Estate Regulatory Authority under registration no. **Applied for.**

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- G. The Allottee had applied for a Commercial Unit/Space in the Project vide application dated ..... and has been allotted Commercial Unit/ Space No. .... Unit Type- **lockable / Non-lockable** .... having carpet area of ..... square feet (i.e. .... square mtr.), on the \_\_\_\_\_ floor in "**Purvanchal Skyline Vista**" ("Building") along with **01** no. of **Mechanical Car Parking** in the Basement Level-I/ Basement Level-II / Basement Level-III on the **RIGHT TO USE BASIS ONLY**, to be allotted at the time of execution of sub lease deed of the unit. The location of parking is to be finalized by promoter at its sole discretion at the time of issuance of possession letter as permissible under the applicable law and at pro rata share in the common areas ("**Common Areas**") as defined under clause (d) of Rule 2(1) of U.P. Real Estate (Regulation & Development) Rules, 2016 and in Schedule E and deed of declaration submitted before the concerned authority (referred to as the "**Commercial Unit / Space**" more particularly described in **Schedule-A** and the floor plan of the Commercial Unit is annexed hereto and marked as **Schedule-B**);
- H. The parties have gone through all the terms and conditions set out in this agreement and have understood the mutual rights and obligations detailed herein;
- I. All the required No Objection Certificates are obtained and examined by the Allottee to his/her utmost satisfaction.
- J. 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.
- K. 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 Units built thereon to any prospective Allottee(s). The Allottee(s) has also seen and understood the layout plans, specifications of the said unit and the said project and agreed to purchase the aforesaid unit.
- L. 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 Commercial Unit/ Space 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 (Mechanical) allotted to him with the commercial unit on right to use basis, he/she/they or the Unit Owner's Association will have **NO RIGHT OR CLAIM** whatsoever in the vacant / un-allotted car parking slots in the Basements and the Open car parking area of the project. The Rights, Claim of all the Vacant / Un-allotted car parking slots in the Basements (after allotment of mandatory covered car parking to each unit in the project) and all the car parking space in open area of the project will remain with the promoter for lifetime and the same shall be used by the promoter at its sole discretion for the visitors of commercial unit (Office / Shop/ Restaurant/ Food Court/ Multiplex/

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Entertainment Zones / Banquet Hall/ Spa/ Health Club) on **PAY TO PARK** basis and the revenues collected from all the vacant / un-allotted covered car parking space and open car parking spaces in the project will be the exclusive right of the promoter for lifetime. The allottee shall only have a right to ingress & egress in the open car parking area or vacant / un-allotted covered parking space on pay to park basis only. 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.

**M.** 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 unit.

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 Commercial Unit/Space 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 Commercial Unit (Office/ Shop / Restaurant / Food Court / Multiplex / Entertainment Zones/ Banquet Hall /Spa / Health Club etc) 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 commercial unit – office space includes the sale price (with GST) and possession related charges of **Rs. .....00** (with GST), which includes 1st Year Maintenance Charges, power backup upto 5 KVA, Cost of constructing the infrastructure for an electric prepaid dual source sub meter which includes the price of the meter and Connectivity Charges upto each unit & common area connectivity, but **excludes security deposit ( 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 commercial unit – (Office/ Shop / Restaurant / Food Court / Multiplex / Entertainment Zones/ Banquet Hall /Spa /Health Club) is fixed at **Rs. .....00 (Rupees ..... Only)** as per the detailed break-up given in **Schedule-C** of this agreement.

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**Explanation:**

- (i) The sale price as mentioned above includes the booking amount paid by the Allottee to the Promoter towards the booking of [ Commercial Unit];
- (ii) The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter by way of GST and other taxes which may be levied, 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 commercial unit (Office / Shop/ Restaurant/ Food Court/ Multiplex/ Entertainment Zones / Banquet Hall/ Spa/ Health Club) to the Allottee or 90 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 unit, 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 [Commercial Unit –Office / Shop/ Restaurant/ Food Court/ Multiplex/ Entertainment Zones / Banquet Hall/ Spa/ Health Club] includes recovery of price of land, construction of not only the Commercial Unit – Office Space but also the Common Areas, power backup upto 5 KVA, One time Lease rent, Corner PLC, Floor PLC taxes, 01 No. of mechanical car parking slot in Basements, cost of providing electric wiring & electrical connectivity to the unit, lift, waterline and plumbing lines upto each unit, finishing with paints, marbles, tiles doors, windows, fire detection and firefighting equipment in the Common Areas only, maintenance charges as per Para 11 etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the [Commercial Unit – Office space} 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 unit, the Promoter shall treat 10% of Sale Price of the said unit as booking

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amount 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 Unit applied for is fair and acceptable to the allottee(s). The Allottee(s) further agrees and acknowledges that a similar Unit 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. The total price is escalation- free, save and except any increase which the allottee hereby agrees to pay, due to increase on account of development fee payable to the competent authority and/ or any other increase in charges which may be levied or imposed by the competent authority from time to time after the booking of unit. The Promoter undertakes and agrees that while raising a demand on the allottee for increase in development fee, cost/ charges imposed by the competent authorities, the Promoter shall enclose the said notification/ order/ rule/ regulation to that effect along with the demand letter being issued to the allottee, which shall only be applicable on subsequent payments.

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 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

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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 Commercial Unit, 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 promotor 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 Commercial Unit as mentioned below:-

- (i) The allottee shall have exclusive ownership of the Commercial Unit/Space no. \_\_\_\_\_ on \_\_\_\_\_ Floor in the said project.
- (ii) The Allottee understands that he/she/they shall have undivided proportionate share in the common areas of the commercial project, which shall mean such common areas, facilities, equipments and spaces in the Project which are meant for common use and enjoyment of all the occupants of the Project except for car parking space of the project & Vacant / Un-Allotted car parking space in all the three basements & surfaces if any, the terrace of the building, or any other commercial spaces of the project and except for what is allotted to the Allottee(s) as per the application form in the said building 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 at the time of issuance of Occupancy Certificate. Since the share/interest of allottee in common areas is undivided and cannot be divided or separated, the allottee shall only have the right to ingress in such common areas and use the common areas along with other occupants, maintenance staff etc. without causing any inconvenience or hindrance to them. The Allottee(s) shall not have any right to interfere in the manner of booking, allotment and finalization of sale of the other commercial units (Office / Shop/ Restaurant/ Food Court/ Multiplex/ Entertainment Zones / Banquet Hall/ Spa/ Health Club etc) or in the operation and management of any other commercial space expect for what is allotted to the intending allottee(s) 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 at the time of issuance of Occupancy Certificate, including but not limited to creation of further rights in favour of any other party by way of sale, transfer, lease, collaboration, joint venture operation and management or any other mode including transfer to Govt.; Semi-Govt; or any other authority, body or any person, institution, trust and /or any local bodies which the Developer may deem fit in its sole discretion.

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(iii) The allottee has the right to visit the project site to assess the extent of development of the project and his Commercial Unit. 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 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 Commercial Unit /space along with covered parking shall be treated as a single indivisible unit 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 Commercial Unit 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 Commercial Unit 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 being part payment towards the total price of the Commercial Unit 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 Commercial Unit as

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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 discretion of the Promoter to cancel the booking and refund the amounts so received after deducting 10 % booking amount along with interest liabilities for delaying the outstanding payment at the rate mentioned above to the Allottee subject to the terms herein agreed.

- 1.12.** Assignment of allotment of the said commercial unit/space 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), 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 COLLECTION AC FOR SKYLINE VISTA**” Payable at **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. 1000 /-.

## **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

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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 Commercial Unit applied for herein in any way. THAT in case, the Allottee(s) makes any payment to any person/Developer/Firm etc, except M/s Purvanchal Projects Private Limited, against his booked Unit, 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 Unit. 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 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 favour 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 Commercial Unit 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 Commercial Unit 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

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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 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 earnest money/booking amount i.e. 10% of the cost of Unit 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.

#### **6. CONSTRUCTION OF THE PROJECT/COMMERCIAL UNIT/SPACE:**

The Allottee has seen the proposed 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 have an option to make any variation/alteration/modification in such plans, other than in the manner provided under the Act, and breach of this term by the Promoter shall constitute a material breach of the Agreement.

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.

The Allottee(s) irrevocably agrees and provides his/her/their consent that in the event of increase of FAR (Floor Area Ratio) beyond the current applicable FAR by any Government/Competent Authority, the Developer shall have full right to raise further constructions over the top roof/terrace of the Project or over the top roof/terrace of the Towers/Buildings in the Project as being the sole and exclusive property of the

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Developer and the Allottee(s) shall not be entitled to raise any objection or make any claim on any account 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.

## **7. POSSESSION OF THE COMMERCIAL UNIT:**

**7.1. Schedule for possession of the said Commercial Unit-** The Promoter agrees and understands that timely delivery of possession of the Commercial Unit to the Allottee is the essence of the 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 price and the other amounts from the allottee as per this agreement, The promoter assures to hand over possession of the Commercial Unit along with ready and complete Common Areas with all specifications, amenities and facilities of the Project in place on **20.10.2028**, unless there is delay or failure due to any pandemic restrictions, National Green Tribunal Restrictions or Any kind of Stoppages on construction in the NCR 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 for delivery of possession of the Commercial Unit. The allottee(s) agrees that due to any delay in grant of Occupancy /completion certificate etc. by any Competent Authority/NOIDA 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 Unit 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 Commercial Unit as may be granted by the Authority and no penalty/interest/compensation for such delayed period shall be paid by the promoter.

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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.

**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.
- 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 Unit. 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 Unit) 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.

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- d) That upon completion of the unit 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.

**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 Commercial Unit 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 Commercial Unit 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 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 for any wear and tear damage caused to the Unit 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 Commercial Unit to the Allottees, it shall be the responsibility of the Promoter to hand over the

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necessary documents and plans, including the Common Areas, to the Unit Owner's Association or the competent authority, as the case may be, as per the Applicable Law.

**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 unit, proposes to cancel/withdraw from the project without any fault of the promoter, the promoter herein is entitled to forfeit the booking amount, which is 10 % of the 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 Unit. 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 Commercial Unit 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 Commercial Unit & 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 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, pandemic restrictions, National Green Tribunal Restrictions or Any kind of Stoppages on construction in the NCR region due to High pollution level, if the Promoter fails to complete or is unable to give possession of the Commercial Unit (i) in accordance with the terms of this Agreement, duly completed by the date specified in Para 7.1; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Promoter shall be liable, on demand to the Allottees, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him excluding all/any taxes, duties, cess, etc. deposited by the Promoter to the concerned department/authority in respect of the said Unit 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

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month of delay, till the handing over of the possession of the Commercial Unit, which shall be paid by the Promoter to the Allottee within forty-five days of it becoming due.

## **8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER**

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

- (i)** The [Promoter] has absolute, clear and marketable title with respect to the said land; the requisite rights to carry out development upon the said land and absolute, actual, physical and legal possessions of the said land for the project.
- (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 Commercial Unit;
- (v)** All approvals, licenses and permits issued by the competent authorities with respect to the project, said Land and Commercial Unit are valid and subsisting and have been obtained by following due process of law. Further, the promoter has been and shall, at all times 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 Commercial Unit and Common Areas.
- (vi)** The Promoter has the right to enter into this agreement and has not committed or omitted to perform any act or thing, whereby the right title and interest of the allottee created herein, may prejudicially be affected.
- (vii)** The Promoter has not entered into any agreement for sale/lease and/or development agreement or any other agreement / arrangement with any person or party with respect to the said land and the said Commercial Unit 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 Commercial Unit 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 Commercial Unit to the allottee along with mechanical 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 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.

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- (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 competent authority and possession of Commercial Unit with mechanical 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 Commercial Unit 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 Commercial Unit shall be in a habitable condition which is complete in all respect including the provision of all specifications, amenities and facilities, as agreed to between the parties, and for which occupation certificate and completion certificate, as the case may be, has been issued by the competent authority.
- (ii) Discontinuance of the promoter's business as a developer on account of suspension or revocation of his registration under the provisions of the act or the rules or regulations made there under.

**9.2.** In case of default by promoter under the conditions listed above **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

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- (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 Commercial Unit, along with interest at the rate equal to MCLR (Marginal Cost of Landing 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 Commercial Unit which shall be paid by the promoter to the allottee within 45 days of it becoming due.

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

- (i) In case the allottees fails to make payments for 2 (two) consecutive demands made by the promoter as per the payment plan annexed here to, 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 Landing 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 Commercial Unit/Space 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 Unit. 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 Unit 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.

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- (iv) In case the allottee is considered as an allottee in default and the said default continues for a period of one year, 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 Unit within the period mentioned in Offer of Possession Letter, the promoter shall be entitled to charge compensation at Rs 2,000 /- (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 Unit. The Promoter shall be entitled to sell the Unit to any other person or otherwise deal with the Unit in any manner whatsoever.
- (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 COMMERCIAL UNIT:**

The promoter, on receipt of total price of the Commercial Unit 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 title of the Commercial Unit 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 may refuse to hand over the possession of Unit to the Allottee(s) till payment of stamp duty and registration charges is made by the allottee.

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**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 Commercial Unit.

However, if the Unit 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 Unit 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 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 Commercial Unit by the Promoter and also for executing the sub lease deed of the said Commercial Unit.

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 Commercial Unit or any part thereof, after due notice and during the normal working hours, to inspect the said Commercial Unit and / or to carry out any repair work relating to construction / development that may be impacting the said Commercial Unit or the adjoining units/ spaces or the building / the common areas.

**12. DEFECT LIABILITY:**

It is agreed that in case of any 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 unit or 90 Days from the date of "Offer of Possession Letter" to the allottee, whichever is earlier, it shall be the duty of the promoter to rectify such defect without further charge, within thirty days, and in the event 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 unit 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) / UNIT OWNER'S ASSOCIATION and/or any damage is caused due to force majeure, the same shall not be covered under defect liability period. THAT

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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) 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.

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

The promoter/maintenance agency/Unit 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 / Unit Owner's Association and/ or maintenance agency to enter into the Commercial Unit or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

**14. USAGE:**

**Use of Commercial Unit (Office / Shop/ Restaurant/ Food Court/ Multiplex/ Entertainment Zones / Banquet Hall/ Spa/ Health Club):** The Allottee(s) understands and accept that he/she/they will not use the said Unit hereby allotted, for any purposes which are prohibited or forbidden under any Law for the 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 Unit (Shop/ Office) hereby allotted or any materials which are so heavy as to affect the construction of the structure of the said Unit (Shop/Office) / building /complex.

That the Allottee(s) understands that this commercial project "**PURVANCHAL SKYLINE VISTA**" comprises of Office/ Shop / Restaurant / Food Court / Multiplex / Entertainment Zones/ Banquet Hall /Spa / Health Club. The Allottee(s) irrevocably undertakes that he/she/they will use the allotted unit strictly as per their nature of allotted space.

**Use of basement and service areas:** The basement(s) and service areas, if any, as located within the "**PURVANCHAL SKYLINE VISTA**" shall be earmarked for purposes

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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), one anchor store/shop at the basement level 2 etc and other permitted uses as per sanctioned plans. The allottee shall not be permitted to use the services areas and the basements in any manner whatsoever other than those earmarked as parking spaces allotted with the said unit on **RIGHT TO USE BASIS ONLY** with right to ingress & egress 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 COMMERCIAL UNIT:**

- 15.1.** Subject to Para 12 above, the allottee shall, after taking possession, be solely responsible to maintain the Commercial Unit 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 Commercial Unit, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authorities or change or alter or make additions to the Commercial Unit and shall keep the Commercial Unit, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto in good and tenantable 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 Unit (Shop/commercial space), peripheries and load bearing walls, partition walls, common walls which are common with other parts and shops/offices, 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 Unit 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 project, inside or outside of the building or 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 color of Glass of the external façade or any other external walls of the building, and he/she/they will also not create any kind of permanent construction inside the unit (Office/ Shop / Restaurant / Food Court / Multiplex / Entertainment Zones/ Banquet Hall /Spa / Health Club any other commercial unit), 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 Commercial Unit 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 / Unit

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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 / Unit Owner's Association shall have the authority to dispose off 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 of the Commercial Unit.

- 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 Unit 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 that the building is centrally air-conditioned through water Cooled Chiller system installed at the Basements of the complex. The Allottee(s) also understands and accepts that Individual Duct-able Unit and Metering system for Individual billing of Air- Conditioning used by the allottee(s) will be provided up to the allotted Commercial Unit (Office/ Shop / Restaurant / Food Court / Multiplex / Entertainment Zones/ Banquet Hall /Spa / Health Club etc) as per the Schedule - D annexed and all kind of ducting work inside the said unit (office / shop/ Restaurants/Banquet Halls/Spa/ Entertainment Zones/ Multiplex) is to be done by the allottee(s) at his/her/their own costs and risks.
- 15.5.** The Allottee understands and agrees that all fixtures and fittings including those for pantry, washrooms inside the unit (If permitted by the promoter in writing), coolers etc. shall be installed by the allottee(s) at the place earmarked or approved by the Promoter and nowhere else. Non-observance of the provisions of this clause shall entitle the Promoter or Maintenance agency / Unit Owner's Association, as the case may be, to enter the Unit, if necessary and remove all non-conforming fittings & fixtures, pantry, washrooms at the cost and expenses of the Allottee(s).
- 15.6.** The Allottee understands and agrees that the *Sub- lessee* rights in the said Commercial unit shall be transferred to the Allottee only for the specified purpose of being used as Commercial Unit subject to the specific condition that the Allottee shall have no right to use the unit for the house/lodging house, 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 unit for the purpose other than that for which the unit is being sold to him. In the case of violation of this condition, the Promoter / Maintenance Agency / Unit 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 / Unit Owner's Association may decide for restraining the Allottee from making any use prohibited by this Agreement. The Allottee(s) has fully

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understood and agreed that except the possession right in the construction of the said Unit (Office/ Shop / Restaurant / Food Court / Multiplex / Entertainment Zones/ Banquet Hall /Spa / Health Club) 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 Unit shall only have the right to use proportionate common areas, passages, lifts, stair-cases and all common facilities except for Open car parking spaces of the project & 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.

- 15.7.** The Allottee(s) has fully understood and agrees that the open land and the land underneath the said Unit (Office/ Shop / Restaurant / Food Court / Multiplex / Entertainment Zones/ Banquet Hall /Spa / Health Club etc), all three basement areas, vacant / un-allotted car parking spaces, terrace of the building, Independent areas ( Until Disposed of by the promoter) 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 unit hereby allotted and such additional structures and stories shall be the sole property of the Developer/ promoter who will be entitled to 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.
- 15.8.** 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 units and/or Common Area / Common Parts/ Facility in the Building.
- 15.9.** The Allottee shall not do or suffer anything to be done in or about the said unit 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.
- 15.10.** The Allottee shall not at any time demolish the structure of the said unit or any part thereof and not make or cause to be made any additions or alterations of whatsoever nature to the said unit or any part thereof. The allottee may, however, make suitable changes in the said unit 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 unit & 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

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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.

- 15.11.** That the allottee shall carry out day-to-day maintenance of the said unit and fixtures and fittings installed therein including painting, polishing of interiors, electrical fittings & maintenance, plumbing, sewer drainage, cleaning & maintenance of the said unit at its own costs without affecting and disturbing other unit holders.
- 15.12.** 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 unit, 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.
- 15.13.** The Allottee agrees and undertakes that he/she/they shall join Unit Owner's Association as may be formed by the Promoter on behalf of the unit holders and to pay any fees, subscription charges thereof and to complete such documentation and formalities as may be deemed necessary for this purpose.
- 15.14.** 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 Unit 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 Unit. If In case the Promoter/ Unit Owner's Association has to pay the aforesaid amounts on behalf of the Allottee(s), the Allottee(s) shall be liable to reimburse the same to the Promoter/ Unit Owner's Association within 30 days from the date of notice in this regard from the Promoter / Unit Owner's Association, failing which the Promoter / Unit Owner's Association shall be entitled to charge interest at the Interest Rate for the period commencing on the date on which the Promoter/ Unit 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 / Unit 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 unit and such demands shall be treated as unpaid consideration of the said unit and the Promoter shall have first charge/ lien on said Commercial Unit for recovery of such demands from the Allottee.
- 15.15.** The Allottee undertakes not to sub-divide the said unit, agreed to be sold to him / her/them. The Allottee further undertakes that in case it transfers its right and interests in the said unit, in favour of any person by way of sale, mortgage, tenancy, license, gift or in

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any other manner, such person so inducted by the allottee shall also be bound by the terms and conditions of this agreement.

- 15.16.** 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 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 / Unit 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.
- 15.17.** The allottee agrees that after taking the possession of the Unit, it will be mandatory to take insurance policy by the Allottee(s) at his/her/their own cost, against his/her/their unit 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 proportionate basis of their respective areas.
- 15.18.** In case the Allottee wants to avail loan facility from any financial institution/Bank to facilitate the purchase of the Unit 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 unit and return the amount 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.

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**15.19.** The Allottee understands that the project comprises of open/surface and mechanical car parking spaces spread across the Project. For day-to-day comfort of all occupants the Promoter has earmarked **mechanical parking space** for the exclusive use of each unit in the Basements **ONLY ON RIGHT TO USE BASIS**. Further, the Allottee understands and agrees that every Allottee will be entitled to one parking duly earmarked and some units may be earmarked with more than one 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 Unit. 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 unit under any of the provisions of this Agreement.

The Allottee understands that the Mechanical car parking space allotted with the said Unit is available in three level of basement with Mechanical Car Parking System installed. The covered parking mentioned in this agreement means reserved Mechanical / Individual parking slots with number markings in the basements. The Allottee(s) further understands and accepts that a Mechanical Car Parking slot will have space for parking of two no's of Light Motor Vehicle ("LMV"), one above the other, wherein One LMV will be parked on the Surface Tier and the other LMV on the top tier and therefore the Mechanical Car Parking slot is hereby allotted strictly on a **Right to use basis only**, wherein he/she/they will park their LMV either on the Surface tier or on the top tier of the Mechanical Car Parking Slot allotted to them on a first come basis only and henceforth, the Allottee(s) further understands and thereby unconditionally undertakes that he/she/they will leave the Car keys of his/her/their vehicle with the security personnel deployed in the Basements at all times to ensure un-restricted and smooth access to the other Allottee(s) of the same Mechanical Car Parking Slot.

The allottee fully understands and irrevocably agrees that except for the **01** No's of covered car parking slot (Mechanical) allotted to him/ her/ them with the commercial unit on right to use basis in the Basements, he/she/they or the Unit Owner's Association will have **NO RIGHT OR CLAIM** whatsoever in the vacant/un-allotted car parking slots in the Basements and the Open car parking area of the project. The Rights of all the Vacant / Un-allotted car parking slots in the basements (after allotment of mandatory covered car parking to each unit in the project) and all the car parking space in open area of the project will remain with the promoter for lifetime and the same shall be used by the promoter at its sole discretion for the visitors of commercial units on **PAY TO PARK** basis and the **revenues collected from all the un-allotted / vacant covered car parking space and open car parking space in the project will be the right of the promoter for the lifetime**. The allottee or Unit Owner's Association shall only have a right to ingress & egress in the open car parking area or vacant/ un-allotted covered parking space on pay to park basis only **for the lifetime**. The Allottee further understands that the promoter at its sole discretion may appoint any agency to manage the allotted/ un-allotted Mechanical covered car parking space and open car parking space in the project.

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**15.20.** The Allottee is aware of the applicability of Tax Deduction at Source (TDS) with respect to the said Unit. 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 Unit 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 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](http://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".

**15.21.** 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.

**15.22. Electricity Connection:**

- i. That the allottee shall be required to obtain electric meter for each unit from the promoter. The Infrastructure for Electric meter upto each unit and common area shall be provided by the promoter at single point electrical system through Dual Source Prepaid Energy Meter and the said charges will be borne by the allottee(s).
- ii. The Allottee 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 shall plan and distribute its electrical load in conformity with the electrical system installed by the Promoter.

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- iii. THAT if the Allottee(s) requires more than 5 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.

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.

- 15.23.** 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.
- 15.24.** That the allottee & Co-Allottee(s) (if any) will have equal share in the Unit 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 Unit. 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 Commercial Unit 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

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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 01A, Sector-94, Noida) 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 [Commercial Unit/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 until, 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 registrar if required, as and when intimated by the promoter. If the allottee(s) fails to execute and deliver to the Promoter the Agreement within 30 (thirty) days from the date of its receipt by the allottee and/or 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 booking amount, interest liabilities if any, taxes, duties, cess, etc. deposited by the Promoter to the concerned department/authority in respect of the said Unit 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 Commercial Unit 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.

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**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 Commercial Unit and the project shall equally be applicable to and enforceable against and by any subsequent allottees of the Commercial Unit in case of a transfer, as the said obligations go along with the Commercial Unit 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 Unit.

**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 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 Commercial Unit to the total carpet area of all the Commercial Units in the project.

**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

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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 unit arising from the allotment of the said unit. 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, the existing allottee of the unit 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 unit 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.

## **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

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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, **Noida**, if needed. Hence this agreement shall be deemed to have been executed at **Noida**.

**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.....**

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

(Allottee(s) Address)

**M/s. Purvanchal Projects Pvt Ltd.**

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

(Promoter Address)

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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 Commercial Unit, plot or building, as the case may be, prior to the execution and registration of this agreement for Sale/Lease for such Commercial Unit, 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/Lease 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 Noida. 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, sale 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, 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

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from time to time and the Allottee has familiarized himself with all the aforesaid title documents, sale deeds, undertakings, conditions etc.

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for Sale at NOIDA, 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\_\_\_\_\_

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**SCHEDULE 'A'**

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

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

<b>Unit No. :</b>	<b>0000</b>
<b>Unit Type :</b>	<b>Lockable ( )</b>
	<b>Non- lockable ( )</b>
<b>Floor No :</b>	<b>0<sup>th</sup></b>
<b>Carpet Area of Unit (As per Section 2(k) of RERA Act )</b>	..... Sq. Ft (..... Sqm.)
<b>Area under Walls</b>	..... Sq. Ft (..... Sqm.)
<b>Circulation area/Common Area</b>	..... Sq. Ft (..... Sqm.)
<b>Total Super Built-up Area</b>	..... Sq. Ft (..... Sqm.)
<b>Mechanical Car Parking in Basement</b>	<b>01</b> No. of Mechanical Car Parking (Parking Slot No. to be allotted at the time of Possession in any of the three basements)

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

<b>NORTH EAST</b>	<b>PLOT NO 01</b>
<b>SOUTH WEST</b>	<b>24 Mtrs WIDE ROAD</b>
<b>SOUTH EAST</b>	<b>45 MTRS WIDE SECTOR ROAD</b>
<b>NORTH WEST</b>	<b>PLOT NO 1B</b>

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**SCHEDULE 'B'**

**FLOOR PLAN OF THE COMMERCIAL UNIT**

DRAFT



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**SCHEDULE 'C'**

**DETAILED COST BREAK UP OF UNIT APPLIED FOR**

<b>S. No.</b>	<b>Description</b>	<b>Rate (Rs.)</b>	<b>Amount (Rs.)</b>
1.	Basic Sale Price (BSP) (Excluding GST)	Rs. ....Per sq. ft. of Carpet Area	
2.	One Time Lease Rent	@ Rs. ....Per sq. ft. of Carpet Area	
3.	Floor PLC	@ Rs. ....Per sq. ft. of Carpet Area	
4.	Corner PLC	@ Rs. ....Per sq. ft. of Carpet Area	
5.	No. of Mechanical Car Parking Slot _____ in any of the three Basements.	Rs. _____ / Car Parking	
6.	Any Other Charges (as/if applicable)		
	<b>TOTAL SALE PRICE OF UNIT (EXCLUDING GST)</b>		
<p><b>Rupees</b>            .....            .....only excluding  <b>GST</b></p>			
<p><b>GST (Goods &amp; Service Tax) As per prevailing norms of Government of India.</b>            12 % on BSP – Rs. _____            18 % on Car Parking – Rs. _____            18 % on Other Charges - Rs. _____            This May change in future as per any changes in the norms of GST by GOI.</p>			
<b>TOTAL SALE PRICE OF UNIT (INCLUDING GST)</b>			
<p><b>(Rupees</b>            .....            .....) including <b>GST</b></p>			

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**OTHER CHARGES TO BE PAID AT THE TIME OF OFFER OF POSSESSION OF UNIT:**

Description	Rate	Amount (Rs.)
Common Area Maintenance Charges (CAM) for 1st Year	Rs. 50/- per sq.ft. per month of Carpet Area.	
Cost of an electric prepaid dual source sub meter which includes price of the meter.	Rs. 11000/-	
Other charges (if/as Applicable)		
Goods & Service tax as per prevailing rate (if/as applicable)		
<b>Total</b>		
<b>TOTAL PRICE OF COMMERCIAL UNIT</b>		
SALE PRICE OF UNIT (INCLUDING GST) + POSSESSION CHARGES (INCLUDING GST)		

**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. 300/- per sq. ft. of carpet area.	

**Note:**

- A. AMC for Air Conditioning, Stamp Duty, Court Fees for Registration, Registration Charges, any futuristic increase by competent authority in External Development Charges & Infrastructure Development Charges, 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 unit or as and when demanded by the concerned Competent authority (in case of EDC & IDC, other. Govt. Levy, imposition etc.)
- B. Payments to be made through Cheque / DD payable at Noida in favour of **“PPPL COLLECTION AC FOR SKYLINE VISTA”**.

**Name Of Account - PPPL COLLECTION AC FOR SKYLINE VISTA**

**Account Number – 50200089168139**

**Bank Branch Address – HDFC Bank, K Block, Sector 18 Noida, UP 201301**

**IFSC CODE – HDFC0000088**

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<b>PLAN - A ----- (Construction Linked Payment Plan)</b>			
Booking Amount (10% of total cost of Unit)	At the time of booking (Partial Booking Amount "PBA")	5%	of total cost of Unit (B.S.P)
	Within 15 days of booking	5%	of total cost of Unit (B.S.P)
Within 60 days of booking		10%	of total cost of Unit (B.S.P)
On start of excavation		10%	of total cost of Unit (B.S.P) + Lease Rent
On casting of Third Basement roof slab		10%	of total cost of Unit (B.S.P) + Car Parking
On casting of Ground Floor roof slab		5%	of total cost of Unit (B.S.P)
On casting of 3rd Floor roof slab		5%	of total cost of Unit (B.S.P) + Floor PLC (As Applicable)
On casting of 6th Floor roof slab		5 %	of total cost of Unit (B.S.P) + Corner PLC (If Applicable)
On casting of 9th Floor roof slab		5 %	of total cost of Unit (B.S.P)
On casting of 12th Floor roof slab		5 %	of total cost of Unit (B.S.P)
On casting of 15th Floor roof slab		5 %	of total cost of Unit (B.S.P)
On casting of 20th Floor roof slab		5 %	of total cost of Unit (B.S.P)
On casting of 25th Floor roof slab		5 %	of total cost of Unit (B.S.P)
On casting of 30th Floor roof slab		5 %	of total cost of Unit (B.S.P)
On casting of top Floor roof slab		5 %	of total cost of Unit (B.S.P)
On start of External Finishing Work		5 %	of total cost of Unit (B.S.P)
On offer of Possession		5 %	of total cost of Unit (B.S.P)
<b>Total</b>		<b>100%</b>	

### **PAYMENT PLAN**

**GST as applicable shall be extra.**

<b>PLAN - B----- (50:50 Payment Plan)</b>			
Booking Amount (10% of total cost of Unit)	At the time of Booking (Partial Booking Amount "PBA")	5%	of total cost of Unit (B.S.P)
	Within 15 days of Booking	5%	of total cost of Unit (B.S.P)
Within 60 days from the Date of Booking		40%	of total cost of Unit (B.S.P) + Lease Rent + Car parking
On Application of Occupancy Certificate with Competent Authority		45%	of total cost of Unit (B.S.P)
On offer of Possession		5 %	of total cost of Unit (B.S.P) + Corner PLC + Floor PLC ( If / As Applicable )

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Total	100%
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**SCHEDULE 'D'**

**SPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF THE COMMERCIAL UNIT / PROJECT)**

<b>Structure</b>	RCC framed structure with consideration for safe zone as stipulated by the code.
<b>Finishes</b>	
<b>External Facade</b>	Appropriate finish with mix of Glass with double glazing, Stone/Tiles & External paint.
<b>Flooring</b>	<ol style="list-style-type: none"> <li><b>Atrium:</b> Italian Marble / Granite / Superior Quality Glazed vitrified tiles.</li> <li><b>Entrance &amp; Lift Lobbies:</b> Italian marble / Granite / Glazed vitrified tiles in main lobbies.</li> <li><b>Basement:</b> Concrete with non-metallic floor hardener / IPS / Kota Stone.</li> <li><b>Common Toilets:</b> Floor &amp; Walls in Marble / Granite / Superior Quality Glazed vitrified tiles / Anti – Skid ceramic tiles. Chinaware and Sanitary-ware of make Kohler/ Duravit / Roca / Vetra / Jaguar or Equivalent.</li> </ol>
<b>Common Lobbies /Area</b>	Marble / Granite flooring/ Superior quality vitrified tiles and plastic emulsion paint.
<b>Shop / Office</b>	<b>Bare Shell with plastered walls.</b>
<b>Electrical</b>	
<b>Power Back - up</b>	100% power back up would be available for common area through Gen sets with PLC based auto synchronization load Management.
<b>Load available for Allottee /User</b>	System has been planned to provide adequate load.
<b>Critical /Emergency Lighting</b>	Emergency lights has been provided for all common areas, staircases, escape routes, lift lobbies, basement driveways, utility rooms etc.
<b>Elevators</b>	<b>6 Nos. of Elevators 3<sup>rd</sup> basement to 36<sup>th</sup> floor, 1 Nos. of Stretcher Elevators 3<sup>rd</sup> basement to 36<sup>th</sup> floor, 6 Nos. of Elevators 3<sup>rd</sup> basement to 5<sup>th</sup> floor, 1 Nos. of Escalator (Up &amp; Down) 1<sup>st</sup> basement to 4<sup>th</sup> floor.</b>
<b>HVAC system</b>	<ol style="list-style-type: none"> <li>Water Cooled Chiller with heating systems in the building.</li> <li>Individual Allottee(s) / Tenant billing as per CAM charges.</li> <li>Individual Indoor duct-able unit of suitable capacity up to each unit (Ducting inside the unit to be done by Allottee(s) /tenant at his/their cost).</li> <li>Emergency Smoke Extraction system in Basement and all Common areas of building as per norms.</li> </ol>
<b>Security</b>	<ol style="list-style-type: none"> <li><b>Electronic Surveillance:</b> 100% friendly complex with state of art perimeter video surveillance&amp; CCTV systems</li> <li><b>Guards:</b> At Entrance gate and Ground Floor reception lobby.</li> </ol>
<b>Fire Fighting</b>	<ol style="list-style-type: none"> <li><b>Staircase:</b> One main staircase and one fire escape staircase at each floor level from 3<sup>rd</sup> basement to 36<sup>th</sup> floors. And one main staircase and one fire escape staircase at each floor level from 3<sup>rd</sup> basement to 5<sup>th</sup> floors.</li> <li><b>Travel Distance:</b> Maximum travel distance - 30mtr.</li> </ol>

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	<p>3. <b>Wet Riser / Hose Reels:</b> Wet Riser/Down comer System with Fire Hose Cabinets at each emergency fire escape staircase.</p> <p>4. <b>Sprinklers:</b> Automatic upright/ pendent/ sidewall sprinklers on each floor as per National Building Code of India-2016. Provision for Allottee(s) / tenants to lay their independent sprinklers line after false ceilings in each Unit/ Shop at the allottee/tenant cost as per norms. (Inside the Units).</p> <p>5. Intelligent Fire Detection and Alarm System in the entire building.</p> <p>6. Emergency Voice Evacuation System.</p>
<b>Water Supply</b>	Water supply point would be available through overhead tanks up to each Unit.
<b>Sewage</b>	Sewage Treatment and Recycling Plant in the complex as per norms.
<b>Parking</b>	Parking space is available in three levels of basements with mechanical car parking system installed.
<b>Communication System</b>	Provisions at every floor along with necessary P&T lines, each user can opt for broadband, Fiber optic cables etc. to meet the communication requirements on chargeable basis.
<b>EV Charging Station</b>	EV charging facility available in all three basements. (20% of total number of parking.)

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## SCHEDULE 'E'

### COMMON AREAS AND FACILITIES

1. The entire land over which the Project is being developed.
2. The staircases, lifts, lift lobbies, fire escapes and common entrances and exits to the buildings.
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 basements and parks (If Any).
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.
5. Installations of central services such as electricity, gas, water and sanitation, air conditioning, system for water conservation and renewable energy;
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.
7. All other portion of the Project necessary or convenient for its maintenance, safety, etc and in common use.

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