



THE INNOVATORS

Digital Ads Pvt. Ltd.

33/1A/SF-2, Srikhanda Market, Tashkand Marg, Civil Lines, Prayagraj

Mob.: 9335148159, 9838700000

AGREEMENT FOR SALE

This Agreement for Sale ("**Agreement**") is executed on this _____.

By and Between

"**The Innovators Digital Ads. Pvt. Ltd.**" (CIN no. U70102UP2005PTC029615), a company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], having its registered office at **33/1A/SF-2, Srikhanda Market, Tashkand Marg, Civil Lines, Prayagraj U.P. 211001** and its corporate office at **1610-1611, Bhutani Office Tower, City Centre Mall, Sector - 32, Noida, U.P - 201301** (PAN - AACCT2262N), **Mr. Mayank Jaiswal** is chairman of the company represented by its **Authorized Signatory Mr. Vinay Shukla authorised vide Board Resolution dated 15-06-18** (hereinafter referred to as the "**Promoter**" which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its chairman of company successor-in-interest, and permitted assigns).

AND

_____aged _____ about _____, R/o.

Permanent _____ Address:

(hereinafter called the "**Allottee**" which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his heirs, executors, administrators, successors-in-interest and permitted assigns).

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

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

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

- d. "Rules" means the - Real Estate (Regulation and Development) (Amendment) Rules, 2016 as amended from time to time.
- e. "Regulations" means the Regulations made under the Real Estate (Regulation and Development Act, 2016;
- f. "Section" means a section of the Act.
- g. Rule means Rule.

WHEREAS:

- A. The Promoter is the absolute and lawful owner of **Arazi No.** _____, square meters situated at Jalalpur Ghosi in Tehsil Sadar & District Prayagraj, ("**Said Land**") vide sale deed(s) dated 10/07/2006 registered in the office of sub-Registrar Prayagraj in book No-1, Volume 336 at pages 363 /464 as documents No. 2479 on dated 10/07/2006
- B. The Said Land is earmarked for the purpose of building a [Residential purpose] project, comprising 52510 Sq.mt. the said project shall be known as "**Solitaire Plots**" **Project**.
- C. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the Said Land on which Project is to be constructed have been completed;
- D. The **Prayagraj Development Authority** has granted the commencement certificate to develop the Project vide approval dated _____ bearing registration No. _____.
- E. The Promoter has obtained the final layout plan, sanctioned plan, specifications and approvals for the Project and also for the Plot,, as the case may be, from Prayagraj Development Authority. The Promoter agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with Act and other laws as applicable;
- F. The Promoter has registered the Project under the provisions of the Act with the Uttar Pradesh Real Estate Regulatory Authority at Lucknow on 14 August 2017 under Registration No. _____. Construction time of Building provided in RERA portal. The construction will be completed within said period, If not completed by Allottees and any penalty imposed by RERA , responsibility will be of Allottees.

- G. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein; Schedule A, B, C,
- H. A copy Resolution dated **15/06/2018** is attached as Annexure.
- I. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable for the Plot No. _____
- J. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;
- K. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the Plot.

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 Plot No. _____.

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

The Price for the Plot No. _____ Area _____.

Block No. : _____

Plot No. : _____

Type : _____

Rate of Land : _____

Total price (in rupees) : : _____

Total price of Plot No. _____ Area _____. :Rs. _____

Explanation:

- i. The Total Price above includes the booking amount paid by the Allottee to the Promoter towards the Plot ;
- ii. The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of GST and other taxes which may be levied on Promoters in connection with the construction of the Project payable by the Promoter, by whatever name called) up to the date of handing over the possession of the Plot to the Allottee and the Project to the association of Allottees or the competent authority,
- iii. The Total Price of Plot includes recovery of price of land,

The Price is escalation-free, 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 be charged from the Allottee.

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

It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the Purchaser may make such minor additions or alterations as may be required, or such minor changes or alterations as per the provisions of the U.P Urban Planning and Development Act.

The Allottee shall have the right to the property as mentioned below:

- i. The Allottee shall have exclusive ownership of the **Plot No.** _____
- ii. The Allottee shall also have undivided proportionate share in the Common Areas. Since the share/interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other occupants, Maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the Promoter shall hand over the Common Areas to the association of Allottees after duly obtaining the completion certificate from the competent authority as provided in the Act;
- iii. That the computation of the price of the Plot barring Electricity Substation Charges, Water Connection Charges, Interest Free Maintenance Security (One Time), Club Membership, and Power Backup Charges payable by Allottee (as per govt norms)

IV. The Allottee has the right to construct Plot on Sanctioned Drawing of the Project Site to assess the extent of

development of the Project and his Plot No. _____, as the case may be.

It is made clear by the Promoter and the Allottee agrees that the unit along with open garage 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. The Allottee has paid a sum of _____ as booking amount being part payment towards the Total Price of the Plot at the time of application the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Plot as prescribed in the Payment Plan [Schedule C] as may be demanded by the Promoter within the time and in the manner specified therein: Provided that if the Allottee delays in payment towards any amount which is payable, he shall be liable to pay interest at the rate prescribed in the Rules.

2. **MODE OF PAYMENT:**

Subject to the terms of the Agreement and the Promoter, the Allottee shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the Payment Plan [**Schedule C**] through A/c Payee cheque/demand draft/bankers cheque or online payment (as applicable) in favour of '**The Innovators Digital Ads Pvt. Ltd.** payable at **Prayagraj**.

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

The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities, if any, under the applicable laws. The Promoter shall not be responsible towards any third party making payment/ remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the said Plot applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS:

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

5 POSSESSION OF PLOT :

Schedule for possession of the said Plot No. _____. The Promoter agrees and understands that timely delivery of possession of the Plot No. _____ to the Allottee and the Common Areas to the association of Allottees or the competent authority, as the case may be, is the essence of the Agreement. The Promoter assures to hand over possession of the Plot No. _____ within three months and complete Common Areas with all specifications, amenities and facilities of the Project in place on Jalalpur Ghosi, unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project ("Force Majeure"). obligations and liabilities under this Agreement..

Procedure for taking possession - The Promoter shall offer in writing the possession of the Plot, to the Allottee in terms of this Agreement of the Allottee, after taking possession, agrees to pay the maintenance charges as the case may be. The Promoter shall hand over the Plot, as the case may be, to the Allottee at the time of conveyance of the same.

Failure of Allottee to take Possession of Plot No. _____ Upon receiving a written intimation from the Promoter. The Allottee shall take possession of the Plot No. _____ from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Plots to the Allottee. In case the Allottee fails to take possession within the time provided, such Allottee shall continue to be liable to pay maintenance charges as specified.

Cancellation by Allottee - The Allottee shall have the right to cancel/withdraw his allotment in the Project as provided in the Act: Provided that where the Allottee proposes to cancel/withdraw from the Project without any fault of the Promoter, the Promoter herein is entitled to forfeit the booking amount paid and taxes paid for the allotment. The balance amount of money paid by the Allottee shall be returned by the Promoter to the Allottee within 45 days of such cancellation.

6. 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 possession of the said Land for the Project;

- ii. The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- iii. There are no encumbrances upon the said Land or the Project; [in case there are any encumbrances on the land provide details of such encumbrances including any rights, title, interest and name of party in or over such land].
- iv. There are no litigations pending before any Court of law or Authority with respect to the said Land, Project or the Plot
- v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Plot No. _____ are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all Applicable Law in relation to the Project, said Land, Plot No. _____ 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 confirms that the Promoter is not restricted in any manner whatsoever from selling the said **Plot No.** _____ to the Allottee in the manner contemplated in this Agreement;
- viii. At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the Plot to the Allottee and the Common Areas to the association of Allottees or the competent authority, as the case may be;
- ix. 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;
- x. The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outstanding, whatsoever, payable with respect to the said project to the competent Authorities, along with Common Areas (equipped with all the specifications, amenities and facilities) been handed over to the Allottee and the association of Allottees or the competent authority, as the case may be;
- xi. 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.

7. EVENTS OF DEFAULTS AND CONSEQUENCES:

- 1. Subject to the Force Majeure clause, the Promoter shall be considered under a condition of Default, in the following events:
 - a. Promoter fails to construct the Plot No. _____ to the Allottee within the time period of 3 Months. For the purpose of this Para, 'ready to move in possession' shall mean that the Plot shall be in a good condition which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the parties. 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 hereunder. The Allottee shall be considered under a condition of Default, on the occurrence of the following events:

- b. In case the Allottee fails to make payments of dues consecutive demands made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard the Allottee shall be liable to pay interest to the promoter on the unpaid amount at the rate prescribed in the Rules;
- c. In case of Default by Allottee under the condition listed above continues for a period beyond three consecutive months after notice from the Promoter in this regard, the Promoter may cancel the allotment of the Plot No. _____ in favour of the Allottee and refund the money paid to him by the Allottee by deducting the booking amount and the interest liabilities and taxes paid and this Agreement shall thereupon stand terminated, provided that the Promoter shall intimate the Allottee about such termination at least thirty days prior to such termination.

8. CONVEYANCE OF THE SAID Plot

The Promoter, on receipt of Total Price and other charges if any of _____ as per under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the **Plot No. _____** the promoter within 3 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 conveyance deed in his/her favour till payment of stamp duty and registration charges to the Promoter is made by the Allottee.

9. MAINTENANCE OF THE SAID PLOT

The Promoter shall be responsible to Provide and maintain essential services in the Plots till the taking over of the maintenance of the Plot No. _____ by the association of Allottees on payment of monthly maintenance charges

10. GENERAL COMPLIANCE WITH RESPECT TO THE PLOT

As per the drawings and layout given by the company the Allottee shall, after taking possession, be responsible to construct on **Plot No. _____** at his/her own cost, any laws or rules of any authority or change or alter or make additions to the Plot No. _____ and keep the its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.

The Allottee further undertakes, assures and guarantees that he/she would not put any sign-board, neon light, publicity material or advertisement material etc. on the face / facade of the Building or anywhere on the exterior of the Project, buildings therein. The Allottees shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the Plot No. _____. The Allottee shall also not remove any wall, including the outer and load bearing wall of the Plot No. _____

The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the association of Allottees and/or maintenance agency appointed by association of Allottees. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

11.COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES:

The Parties are entering into this Agreement for the allotment of a **Plot No.** _____ with the full knowledge of all laws, rules, regulations, notifications applicable to the Project.

12.CONSTRUCTIONS:

The Promoter undertakes that they have the 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.

13.PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:

After the Promoter executes this Agreement he shall not mortgage or create a charge on the Plot and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such Plot.

14.BINDING EFFECT:

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub-Registrar Prayagraj (specify the address of the Sub-Registrar) as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever. It will be appropriate that the tripartite agreement should be on Rs 100/- stamp paper but final consent may be sought from IG, Stamp, UP Government.

15.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 Plot, as the case may be.

16.This Agreement may only be amended through written Consent of the Parties:

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

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

18.FURTHER ASSURANCES:

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

19.PLACE OF EXECUTION

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

20.NOTICES:

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

Name _____

Address _____

Promoter:

M/s. The Innovators Digital Ads. Pvt. Ltd.

902, Logix Office Tower, Logix City Centre Mall, Sector - 32, Noida, U.P - 201301

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 postedat the above address shall be deemed to have been received by the Promoter or the Allottee, as the case may be.

21.SAVINGS:

Any application letter, allotment letter, agreement, or any other document signed by the Allottee, in respect of the Plot, or building, as the case may be, prior to the execution and registration of this Agreement for Sale for such 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 or under the Act or the Rules or the Regulations made there under.

22.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.

23.DISPUTE RESOLUTION:

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

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

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Allottee:

Signature _____

Name: _____

Address : _____

Please affix
photograph
and sign across
the photograph

Promoter:

Signature _____

Name: Mr. Vinay Shukla

Address: 46/5 B-1 Malviya Road , George Town,

Prayagraj -211002

Please affix
photograph and
sign across the
photograph

At Prayagraj on.....in the presence of:

WITNESSES:

Signature _____

Name _____

Address _____

Signature _____

Name _____

Address _____

Approved For Construction

SCHEDULE-

A Arazi No. : _____

Plot No.: _____

Project : Solitaire Plots situated at Mauza Jalalpur Ghosi, Pargana & Tehsil , Sadar dist. Prayagraj



Boundary of Plot No. _____

EAST : _____

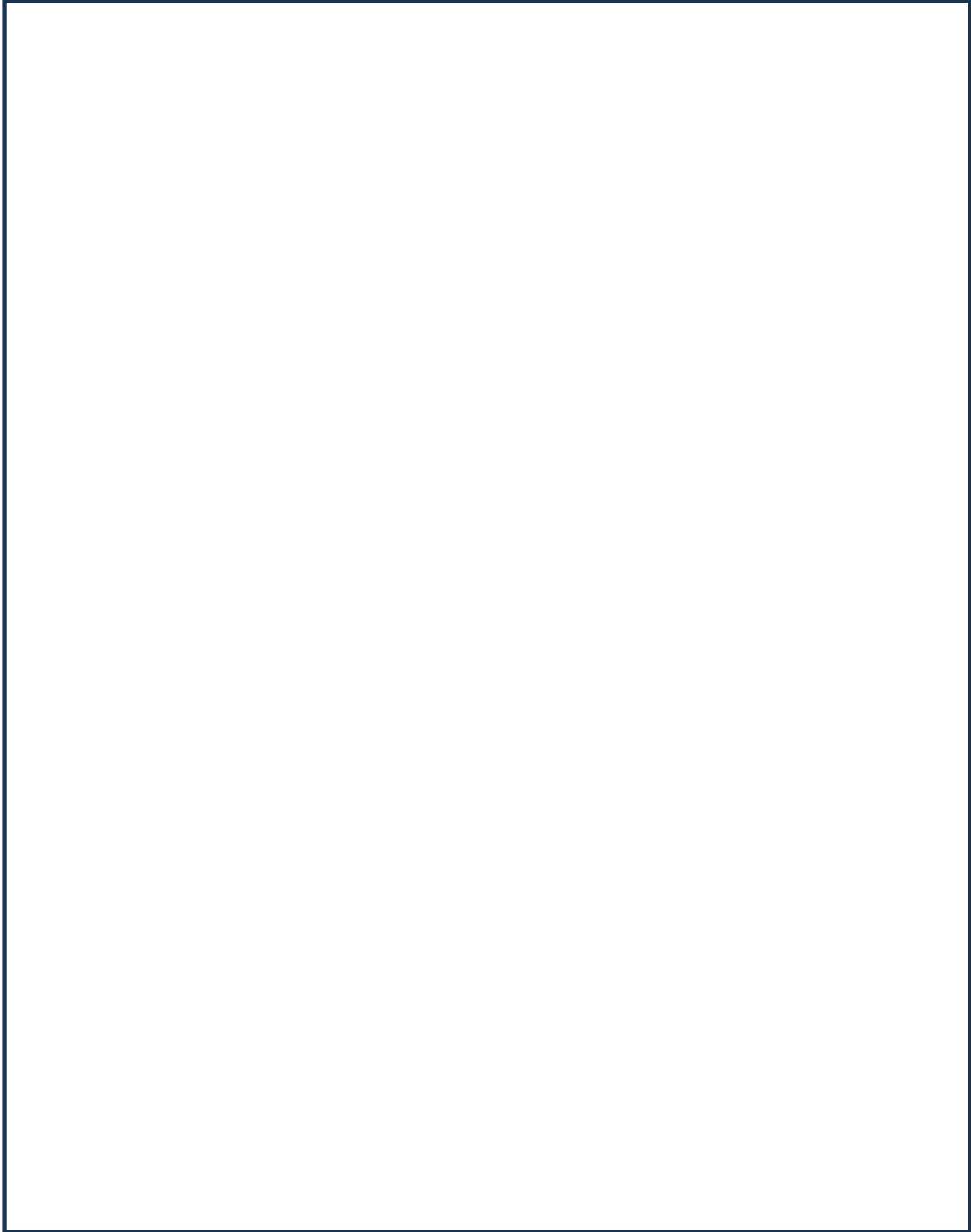
WEST : _____

SOUTH : _____

NORTH : _____

Approved Plan For Construction
SCHEDULE- B

PLOT FLOOR PLAN



SCHEDULE- C

NAME OF ALLOTTEE's : _____

PLOT NO. : _____
Sq. Yd.

AREA IN SQ. YD. 150

UNIT TYPE : PLOTS

BASIC SALE PRICE : _____ Per Sq. Yd. /-(Including Additional Charges)

PAYMENT SCHEDULE

Installment Name	Basic Sales Price %
At The Time Of Booking	10%
Builder Buyer Agreement within 15 days of Booking	10%
Within 60 Days of Booking	65%
At the time of Registry(within 90 Days of Booking)	15%
Total:	

PLC & ADDITIONAL DETAILS

Index	Applicability
Preferred Location charges(Floor/ Facing/Pool/Others)	As applicable
Electricity Substation Charges	As applicable
Water Connection Charges	If Any
Power Backup Charges	As per Actual
Interest Free Maintenance Security (One Time)	At the time of Offer of Possession
Club Membership	As applicable