

**AGREEMENT TO SELL**

**This Agreement for Sale/lease (Agreement) executed on this \_\_\_\_\_(Date) Day of \_\_\_\_\_ (Month), 20\_\_\_, By and Between**

[If the promoter is a company] .....(CIN no. ), (Date) day of (Month), 20 a company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], having its registered office at and its corporate office at \_ (PAN - ), represented by its authorized signatory ) authorized vide board resolution dated (Aadhar No. hereinafter referred to as the "Promoter" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns). - **"This is not Applicable"**

Or

[If the promoter is a Partnership firm] , a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at Partner (PAN • ,(Aadhar ), represented by its authorized ) No. hereinafter referred to as the "Promoter" (which expression shall unless repugnant to authorized vide 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). **"This is not Applicable"**

Or

If the promoter is an Individual]

**Mr. Nikhil Parekh** (Aadhar No. XXXX XXXX 1540 and PAN AKJPP5964B), son of Mr. Hasmukh Parekh, by faith: Hindu, by Occupation: Business, residing at 3A, Upper Wood Street, 6<sup>th</sup> Floor, Kolkata - 700017 and working at 13A, YMCA Building, Rana Pratap Marg, Lucknow, hereinafter referred to as the "Promoter" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the said Promoter and its successor-in-interest, and permitted assigns)

**AND [If the Allottee is a Company]**

\_\_\_\_\_, (CIN No. \_\_\_\_\_) a company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], having its registered office at \_\_\_\_\_, (PAN \_\_\_\_\_), represented by its authorized signatory, \_\_\_\_\_, (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 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 an Individual]**

Mr. / Ms. \_\_\_\_\_, (Aadhar No. \_\_\_\_\_) son / daughter of \_\_\_\_\_, aged about \_\_\_\_\_, residing at \_\_\_\_\_, PAN \_\_\_\_\_), hereinafter called the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assigns).

OR

**[If the Allottee is a HUF]**

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

*[Please insert details of other Allottee(s), in case of more than one Allottee]*

The Promoter and Allottee(s) 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) 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.

**WHEREAS:**

A. Whereas, The Promoter is the absolute and lawful owner of [Khasra no./survey no.][Please insert land detail as per local laws]....., totally admeasuring ..... Sq mtr. Situated at .....("Said Land") vide sale/lease(s) dated .....Registered in the office of sub-registrar ..... in the book no., volume ..... at page ..... as document no. .... on dated .....

OR

Nikhil Parekh "LEAD MEMBER" along with Mr. Hasmukh Parekh & Mr. Mehul Jaysukh Parekh Co-owners of the said "Total Land" bearing Group Housing Plot no.- GH-1A, measuring 16345.44 Sqmtr. Situated at Ratan Khand, Sharda Nagar, Lucknow, UP entered into a Registered Consortium Agreement (MOU) dated 24/03/2026, which is registered in the office of Sub registrar – Sadar "Second" Lucknow in Book-4, Zild- 698, Page 291 to 310 at Serial No.- 124, and registered deed of correction dated 16<sup>th</sup> day of April, 2026, which is registered in the office of Sub-Registrar-First-Lucknow in Book-4, Zild No. 700, at Page 219 to 228 on serial no. 167, to developed the said property converting the same into a gated community complex consisting of plots of various sizes along with proper amenities including properly planned and maintained road, power supply, drainage systems with STP plants, supply of pure drinking water along with water treatment plans etc. herein after referred to as "the Project" name as 'Parekh Enclave'

- B. That the said Land earmarked for plotted development of a (Commercial/residential/any other purpose) project, comprising 54 Plots along-with some common area (to be owned, enjoyed and used by the occupants) and the said project shall be known as '**PAREKH ENCLAVE**'.  
Provided that where land is earmarked for any institutional development the same shall be used for those purposes only and no commercial/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 Said Land on which Project is to be constructed have been completed.
- D. The LDA (Lucknow Development Authority) has granted the permission to develop the project vide permit no. LDA/LD/21-22-0748 Dated 08/12/2021
- E. The Promoter has obtained the layout plan, sanctioned plan and all necessary approvals for the Project and also for the apartment, plot or Building, as the case may be, from LDA (Lucknow Development Authority). The Promoter agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with the 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 Uttar Pradesh on ..... under registration no. ....
- G. The Allottee had applied for an apartment in the Project vide application No. ....and has been allotted apartment No. ....( with square feet), type .....garage/covered parking No. on having carpet area of .....floor in [tower/block/building] No. ....admeasuring square meters ( under registration dated square meters ("Building") along square feet) in the [Please insert the location of the garage/covered parking], as permissible under the applicable law and of 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 deed of declaration submitted before the concerned authority (hereinafter referred to as the "Apartment" more particularly described in Schedule A and the floor plan of the apartment is annexed hereto and marked as Schedule B.);\_

The Allottee(s) had applied for a plot in the Project vide application n o . ... .. dated ..... and has been allotted **Plot No. ....** having **area of ..... Sq.m (..... Sq.ft)** along with garage/covered parking no. admeasuring ..... Square feet (if applicable) in the \_\_\_\_\_[Please insert the location of the garage/covered parking], as permissible under the applicable law and of pro-rata share in the common areas ("Common Areas") as defined under clause (d) of Rule 2 (hereinafter referred to as the "Plot" more particularly described in Schedule A);

G.G The allottee has been allocated slot no in the open parking area free of cost to be ratified by resident Welfare Association

H. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein.

I. \_\_\_\_\_[Please insert any additional disclosure / details];.

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, 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.

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(s) hereby agrees to purchase the Plot and the Garage/covered parking (if applicable) as specified in Para G.

**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 as specified in Para G.

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

1.2 The Total price for the Plot based on the Plot / carpet area is **Rs. ..../- (Rupees ..... Only)** ("Total Price") whose description is here-under:

Plot No. .... Type .....	
Rate of Plot Rs. ..../- per Sq.mt. (Rs. ..../- per Sq.ft)	
Total Price :	(In Rupees) .....

The Breakup of the above price is as under:

Particular	Amount (in Rs.)
Cost of the Plot	...../-
<b>Total Price</b>	...../-
I.F.M.S. (Interest Free Maintenance Security)	...../-

{And} [If/as applicable]

Garage / Covered Parking - 1	Price for 1
Garage / Covered Parking - 2	Price for 2
Total Price (in rupee)	...../-

**Explanation:**

- I. The Total Price above includes the booking amount paid by the Allottee(s) to the Promoter towards the Plot.
- 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 possession of the apartment/plot to the Allottee and the Project to the association of Allottees or the competent authority, as the case may be, after obtaining the completion certificate:
 

Provided that in case there is any change / modification in the taxes, the subsequent amount payable by the Allottee to the Promoter shall be increased/reduced based on such change / modification:

Provided further that if there is any increase in the taxes after the expiry of the scheduled date of completion of the Project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said Project by the Authority, as per the Act, the same shall not be charged from the Allottee;
- III. The Promoter shall periodically intimate in writing to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment demanded by the Promoter within the time and in the manner specified therein. In addition, the Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;
- IV. The Total Price of [Apartment/Plot] includes recovery of price of land, construction of [not only the Apartment but also] the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the apartment, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and fire fighting equipment in the Common Areas, maintenance charges as per Para 11 etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the [Apartment/Plot] and the Project

- 1.3 The total price is escalation- free, save and except increases which the Allottee(s) 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. The Promoter undertakes and agrees that while raising a demand on the Allottee(s) 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(s), 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(s).

- 1.4 The Allottee(s) shall make the payment as per the payment plan set out in **Schedule C ("Payment Plan")**.
- 1.5 The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee(s) by discounting such early payments @.....% annum 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(s) by the Promoter.
- 1.6 It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans (as described herein at **Schedule 'B'**) and amenities (as described herein at **Schedule 'D'** (which shall be in conformity with the advertisement, prospectus, etc. on the basis of which sale is effected) in respect of the Plot without the previous written consent of the Allottee(s) as per the provisions of the Act.

Provided that the Promoter may make such minor additions or alterations as may be required by the Allottee(s), or such minor changes or alterations as per the provisions of the Act.

- 1.7—[Applicable in case of an apartment] The Promoter shall confirm 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 the carpet area then the Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area, which is not more than three percent of the carpet area of the apartment, allotted to Allottee, the Promoter may demand that from the Allottee as per the next milestone of the Payment Plan as provided in Schedule C. All these monetary adjustments shall be made at the same rate per square meter/square 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(s) shall have the right to the Plot as mentioned below:
  - (i) The Allottee(s) shall have exclusive ownership of the Plot.
  - (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 includes recovery of price of land, construction of the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the plot, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the Common Areas, maintenance charges (as per Para 11 etc.) and includes cost for providing all other facilities, amenities and specifications to be provided within the plot and the Project;

(iv) The Allottee has the right to visit the Project site to assess the extent of development of the Project and his plot, as the case may be.

1.9 It is made clear by the Promoter and the Allottee agrees that the [Apartment/Plot] along with garage/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 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 outgoings before transferring the physical possession of the Plot to the Allottee(s), which it has collected from the Allottee(s), for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the Project). If the Promoter fails to pay all or any of the outgoings collected by it from the Allottee(s) or any liabilities, mortgage loan and interest thereon before transferring the Plot to the Allottee(s), the Promoter agrees to be liable, even after the transfer of the property to pay such outgoings and penal charges, if any, to the authority or 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(s) has paid a sum of **Rs. ....**/- (**Rupees ..... Only**) as a booking amount being part payment towards the total price of the Plot at the time of application. Till now the receipt of which the Promoter hereby acknowledges and the Allottee(s) 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(s) delays in payment towards any amount which is payable, he/she/they shall be liable to pay interest at the Interest rate prescribed in the Rules.

## **2. MODE OF PAYMENT:**

Subject to the terms of the Agreement and the Promoter abiding by the development, the Allottee(s) 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 "**Nikhil Parekh Collection Acc For Parekh Enclave**, Payable at Lucknow.

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

3.1 The Allottee(s), 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 and 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 (s) understands and agrees that in the event of any failure on his/her/their part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she/they may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time

to time.

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

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

The Allottee(s) 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(s) against the Plot in his/her/their name and the Allottee(s) undertakes not to object/demand/direct the Promoter to adjust his/her/their payments in any manner.

#### **5. TIME IS ESSENCE:**

The Promoter shall abide by the time schedule for completing the Project as disclosed at the time of registration of the Project with the Authority and towards handing over the [Apartment/Plot] to the Allottee and the Common Areas to the association of Allottees or the competent authority, as the case may be.

Similarly, the Allottee shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in Schedule C ("Payment Plan").

#### **6. CONSTRUCTION OF THE PROJECT/PLOT:**

The Allottee(s) has seen and accepted the proposed layout plan, specification, amenities and facilities of Plot 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, 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, density norms and provisions prescribed by the LDA (Lucknow Development Authority) and shall not have an option to make any variation/alteration/modification in such plans, other than in the manner provided under the Act. Breach of this term by the Promoter shall constitute a material breach of the Agreement.

#### **7 . POSSESSION OF THE PLOT:**

- 7.1 **Schedule for possession of the said Plot** The Promoter agrees and understands that timely delivery of possession of the [Apartment/Plot] to the Allottee and the Common Areas to the association of Allottees or the competent authority, as the case may be, is the essence of the Agreement. The Promoter assures to hand over possession of the [Apartment/Plot] along with ready and complete Common Areas with all specifications, amenities and facilities of the Project in place on \_\_\_\_\_ unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project ("Force Majeure"). If,

however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the [Apartment/Plot]:

Provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the allotment within 120 days from that date. The Promoter shall intimate the Allottee about such termination at least thirty days prior to such termination. After refund of the money paid by the Allottee, the Allottee agrees that he/she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement. In case the project is developed in phases, it will be the duty of the promoter to maintain those common areas and facilities which are not complete and handover all the common areas and facilities to the RWA once all phases are completed. The promoter shall not charge more than the normal maintenance charges from the allottees.

- 7.2 Procedure for taking possession** – The Promoter, upon obtaining the completion certificate/occupancy certificate (as applicable) from the competent authority shall offer in writing the possession of the [Apartment/Plot], to the Allottee in terms of this Agreement to be taken within two months from the date of issue of completion certificate/occupancy certificate (as applicable):

[Provided that, in the absence of Applicable Law the conveyance deed in favour of the Allottee shall be carried out by the Promoter within 3 months from the date of issue of completion certificate/occupancy certificate (as applicable)]. The Promoter agrees and undertakes to indemnify the Allottee 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/association of Allottees, as the case may be after the issuance of the completion certificate/occupancy certificate (as applicable) for the Project. The Promoter shall hand over the completion certificate/occupancy certificate (as applicable) of the apartment/plot, as the case may be, to the Allottee at the time of conveyance of the same.

- 7.3 Failure of Allottee (s) to take Possession**– Upon receiving a written intimation from the Promoter as per Para 7.2, the Allottee shall take possession of the [Apartment/Plot] from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the [Apartment/Plot] to the Allottee. In case the Allottee 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. 2/- per month per sq. ft. of carpet area (in case of apartment) and at the rate of Rs. 1/- per month per SQ. ft. per month of plot area (in case of plot) for the period beyond 3 months till actual date of possession in addition to maintenance charges as specified in para 7.2

- 7.4 Possession by the Allottee (s)** – After obtaining the completion certificate/occupancy certificate (as applicable) and handing over physical possession of the [Apartment/Plot] to the Allottees, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including Common Areas, to the association of Allottees or the competent authority, as the case may be, as per the Applicable Law:

[Provided that, in the absence of any Applicable Law the Promoter shall handover the necessary documents and plans, including Common Areas, to the association of Allottees or the competent authority, as the case may be, within thirty days after obtaining the completion certificate/occupancy certificate (as applicable)].

**7.5 Cancellation by Allottee(s)** – 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 for the allotment. The promoter shall return 50% (fifty percent) of the balance amount of money paid by the allottee within 45 (forty five) days of such cancellation / withdrawal and the remaining 50% (fifty percent) of the balance amount on re allotment of the apartment / plot or at the end of one year from the date of cancellation / withdrawal by the allottee, whichever is earlier. The promoter shall inform the previous allottee the date of re-allotment of the said apartment / plot and also display this information on the official website of UP RERA on the date of re-allotment.

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

Except for occurrence of a Force Majeure event, if the Promoter fails to complete or is unable to give possession of the [Apartment/Plot] (i) in accordance with the terms of this Agreement, duly completed by the date specified in Para 7.1; or (i) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Promoter shall be liable, on demand to the Allottees, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the [Apartment/Plot], with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act within forty-five days of it becoming due:

Provided that where if the Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee interest at the rate prescribed in the Rules for every month of delay, till the handing over of the possession of the [Apartment/Plot], 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(s) as follows:

- (i) The Promoter has absolute, clear and marketable title with respect to the said land along- with the requisite rights to carry out development upon the said land and also has the 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 Plot.
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the project, said Land and Plot 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 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(s) 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, including the project and the said Plot which shall, in any manner, affect the rights of

- the Allottee(s) under this agreement.
- (viii) The promoter confirms that the promoter is not restricted in any manner whatsoever from selling the said Plot to the Allottee(s) in the manner contemplated in this agreement.
  - (ix) At the time of execution of the conveyance deed the promoter shall handover lawful, vacant, peaceful, physical possession of the Plot to the Allottee(s) and the common areas to the association of the allottees or the competent authority, as the case may be.
  - (x) The schedule property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the schedule property.
  - (xi) The promoter has duly paid and shall continue to pay and discharge all 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 and possession of Plot along with the common areas has been handed over to the Allottee(s) and the association of allottees or the competent authorities as the case may be.
  - (xii) No notice from the government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the promoter in respect of the said land and/or the project.

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

- 9.1 Subject to the force majeure 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 possession of the Plot to the Allottee(s) 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 possession' shall mean that the Plot 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 Promoter as demanded by the Promoter. If the Allottee stops making payments, the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any interest; or
  - (ii) The Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the apartment, along with interest at the rate equal to MCLR (Marginal Cost of Lending Rate) on home loan of State Bank of India +1% unless provided otherwise under the Rules. within forty-five days of receiving the termination notice:  
Provided that where an Allottee does not intend to withdraw from the Project or terminate the Agreement, he shall be paid, by the Promoter, interest at the rate prescribed in the Rules, for every month of delay till the handing over of the possession of the [Apartment/Plot], which shall be paid by the Promoter to the Allottee within forty-five days of it becoming due.
- 9.3 The Allottee shall be considered under a condition of Default, on the occurrence of the following events
- (i) In case the Allottee fails to make payments for 2 (two) -consecutive demands made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard the Allottee

shall be liable to pay interest to the promoter on the unpaid amount at the rate equal to MCLR (Marginal Cost of Lending Rate) on home loan of State Bank of India +1% unless provided otherwise under the Rules. The Promoter must not be in default to take this benefit the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated.

- (ii) In case of Default by 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 cancel the allotment of the [Apartment/Plot] in favour of the Allottee and refund the money paid to him by the Allottee by deducting The Promoter must not be in default to take this benefit;

Provided that the Promoter shall intimate the Allottee about such termination at least thirty days prior to such termination

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

The Promoter, on receipt of Total Price of the [Apartment/Plot] as per Para 1.2 under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the [Apartment/Plot] together with proportionate indivisible share in the Common Areas within 3 months from the date of issuance of the completion certificate and the Ioccupancy certificate as the case may be, to the Allottee:

[Provided that, in the absence of Applicable Law, the conveyance deed in favour of the Allottee shall be carried out by the promoter within 3 months from the date of issue of completion certificate/occupany 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.

**11. MAINTENANCE OF THE SAID BUILDING! APARTMENT! PROJECT:**

The Promoter maintenance project. the Total shall be responsible to Provide and maintain essential services in the Project till the taking over of the of the Project by the association of Allottees upon the issuance of the completion certificate of the The cost of such maintenance for 1 (one) year from the date of completion certificate has been included in Price of the [Apartment/Plot]

However, if the Association of Allottees is not formed within 1 year of completion certificate 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 the maintenace for next 1 year and so on. The Promoter will pay the balance amount available with him against the maintenance charge to Association of Allottees once it is formed.

**12. DEFECT LIABILITY:**

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the agreement for sale/lease relating to such development is brought to the notice of the Promoter within a period of 5 (five) years by the Allottee from the date of handing over possession or the date of obligation of the promoter to given possession to the allottee, whichever is earlier it shall be the duty of the Promoter to rectify such defects without further charge, within 30 (thirty) days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottees shall be entitled to receive appropriate compensation in the manner as provided under the Act.

**13. RIGHT TO ENTER THE PLOT FOR REPAIRS**

The Promoter/maintenance agency /association of Allottees shall have rights of unrestricted access of all Common Areas, garages/covered parking and parking spaces for providing necessary

maintenance services and the Allottee agrees to permit the association of Allottees and/or maintenance agency to enter into the [Apartment/Plot] 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 Basement and Service Areas: The basement(s) and service areas, if any, as located within the "Parekh Enclave" shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, fire fighting pumps and equipments 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, and the same shall be reserved for use by the association of Allottees formed by the Allottees for rendering maintenance services.

**15. GENERAL COMPLIANCE WITH RESPECT TO THE PROJECT:**

- 15.1 Subject to Para 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the [Apartment/Plot] at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the [Apartment/Plot], or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the [Apartment/Plot] and keep the [Apartment/Plot], its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.
- 15.2 The Allottee further undertakes, assures and guarantees that he/she would not put any sign-board / name plate, neon light, publicity material or advertisement material etc. on the face / facade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottees shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the [Apartment/Plot] •or place any heavy material in the common passages or staircase of the Building. The Allottee shall also not remove any wall, including the outer and load bearing wall of the [Apartment/Plot].
- 15.3 The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the association of Allottees and/or maintenance agency appointed by association of Allottees. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

**16. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES:**

The Parties are entering into this agreement for the allotment of a Plot with the full knowledge of all 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 layout plan, sanction plan, amenities and facilities has been approved by the competent authorities and disclosed, except for as provided in the Act.

**18. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:**

After the Promoter executes this Agreement he shall not mortgage or create a charge on the [Apartment/Plot/Building] and if any such mortgage or charge is made or created then

notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such [Apartment/Plot/Building].

**19. U.P. APARTMENT (PROMOTION OF CONSTRUCTION, OWNERSHIP AND MAINTENANCE) ACT 2010:**

The Promoter has assured the Allottee(s) that the Project in its entirety is in accordance with provisions of the U. P Apartment (Promotion of Construction, Ownership and Maintenance) Act 2010. The Promoter is working as per compliance of various laws/regulations as applicable in Uttar Pradesh.

**20. BINDING EFFECT:**

Forwarding this agreement to the Allottee(s) by the promoter does not create a binding obligation on the part of the promoter or the Allottee(s) until, firstly, the Allottee(s) 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(s) and secondly, appears for registration of the same before the concerned Sub Register – **Sarojini Nagar – Lucknow** 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(s) and/or appear before the Sub-Registrar for its registration as and when intimated by the promoter, then the promoter shall serve notice to the Allottee(s) for rectifying the default, which if not rectified within 30 days from the date of its receipt by the Allottee(s), then the application of the Allottee(s) shall be treated as cancelled and all sums deposited by the Allottee(s) in connection therewith including the booking amount shall be returned to the Allottee(s) without any interest or compensation whatsoever .

**21. ENTIRE AGREEMENT:**

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

**22. RIGHT TO AMEND:**

This agreement may only be amended through written consent of the parties.

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

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

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

24.1 The promoter may, at its sole option and discretion, without prejudice to its rights as set out in the agreement waive the breach by the Allottee(s) in not making payments as per the Payment Plan (Schedule 'C') including waiving the payment of interest for delayed payment. It is made clear so agreed by the Allottee(s) 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.

24.2 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.

**25. SEVERABILITY:**

If any provision of this agreement shall be determined to be void or unenforceable under the Act

or the Rules and Regulations made there under or under other Applicable Laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this agreement and to the extent necessary to conform to Act or the rules and regulations made 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.

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

Wherever in this agreement it is stipulated that the Allottee(s) has to make any payment in common with other Allottees in project, the same shall be the proportion which the plot area bears to the total plot area of all the Plots in the project.

**27. FURTHER ASSURANCES:**

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

**28. PLACE OF EXECUTION:**

The execution of this agreement shall be complete only upon 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, in .....after the agreement is duly executed by the Allottee(s) and the promoter or simultaneously with the execution of the said agreement shall be registered at the office of the sub-registrar at Sarojnagar, Lucknow. Hence this agreement shall be deemed to have been executed at .....

**29. NOTICES:**

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

\_\_\_\_\_ Name of Allottee  
\_\_\_\_\_ Allottee (s) Address:

**Promoter Address:**

**Mr. Nikhil Parekh** (Aadhar No. XXXX XXXX 1540 and PAN AKJPP5964B), son of Mr. Hasmukh Parekh, by faith: Hindu, by Occupation: Business, residing at 3A, Upper Wood Street, 6th Floor, Kolkata 700017, and Working at 13A, YMCA building, Rana Pratap Marg, Lucknow.

It shall be the duty of the Allottee(s) 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(s), as the case may be.

**30. JOINT ALLOTTEES:**

That in case there are Joint Allottees all communications shall be sent by the Promoter to the Allottee whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Allottees.

**31. SAVINGS:**

Any application letter, allotment letter, agreement or any other document signed by the Allottee(s), in respect of the Plot, prior to the execution and registration of this Agreement to Sell

for such Plot, shall not be construed to limit the rights and interests of the Allottee(s) under the Agreement to Sell or under the Act or the Rules or the Regulations made there under.

**32. 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.

**33. 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 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.

**DISCLOSURE:**

That the Allottee(s) has entered into this agreement with full knowledge, physical inspection and understanding of the nature of development and the development 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 from time to time promulgate and the Allottee(s) has familiarized himself/herself/themselves with all the aforesaid title documents, sale deeds, undertakings, conditions etc. Possession will be given after execution and registration of conveyance/sale deed.

**IN WITNESS WHEREOF** parties hereinabove named have set their respective hands and signed this Agreement to Sell at the office of Sub-Registrar, Sarojnagar, Lucknow in the presence of attesting witness, signing as such on the day first above written.

**1 WITNESSES:**

**Nikhil Parekh S/o Hasmukh Parekhb  
SELLER**

**(1)** Name & Signature :  
Father's Name :  
Occupation :  
Mobile No. :  
Address :

ID-Aadhaar No. : xxxx xxxx x x x x

**1 PURCHASERS**

**(1)** Name & Signature :  
Father's Name :  
Occupation :  
Mobile No. :  
Address :  
ID-Aadhaar No. : xxxx xxxx x x x x

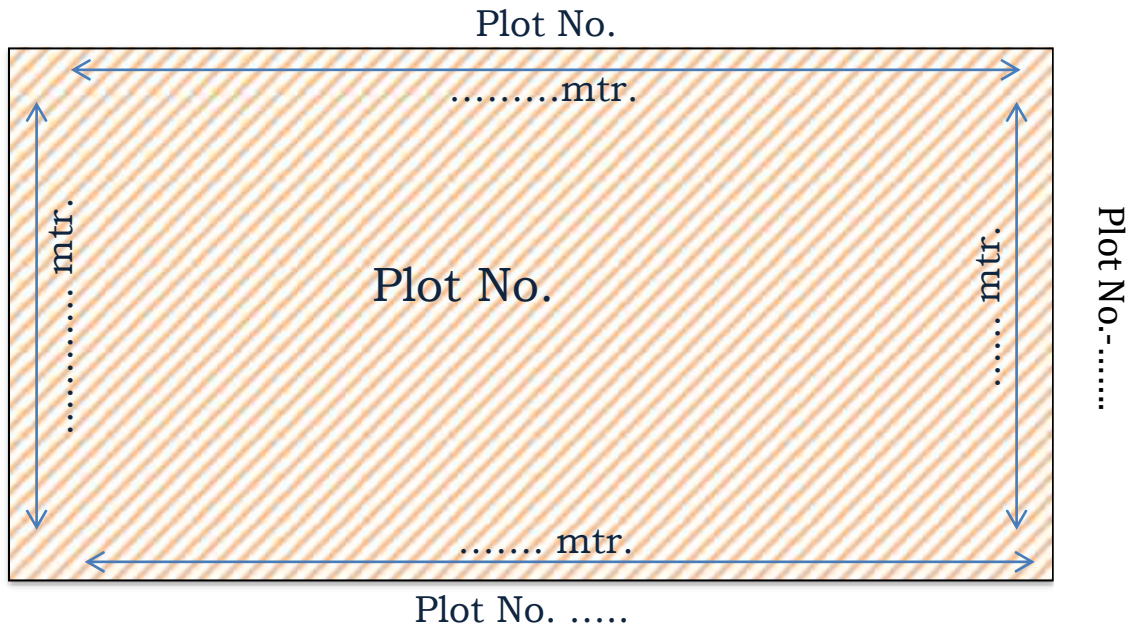
**SCHEDULE 'A'**  
**DESCRIPTION OF THE PLOT**

Plot No. ....., Area .....Sq.m ( ..... Sq.ft) in "PAREKH ENCLAVES" is under development over Part of Group Housing Plot no.- GH-1A, measuring 16345.44 Sqmtr. Situated at Ratan Khand, Sharda Nagar , Lucknow, UP bounded as below:

EAST                :  
WEST               :  
NORTH             :  
SOUTH             :

[The 'Schedules' to this Agreement for Sale shall be as agreed to between the Parties ]

**SCHEDULE 'B'**  
**FLOOR PLAN OF THE PLOT**



[The 'Schedules' to this Agreement for Sale shall be as agreed to between the Parties ]

**SCHEDULE 'C'**

**1 On booking/first online transaction done by the Allottee(s) dated .....**

**D.M. Circle rate was Rs. ..../- per Sq.m (Land)**

**Payment Details**

CHEQUE/ RTGS/ NEFT NO.	Date	Bank Name	Branch	Against Total Price of the Plot in (Rs.)
<b>UTR No.-</b>				00,000/-
			<b>TOTAL</b>	<b>00,000/-</b>

[The 'Schedules' to this Agreement for Sale shall be as agreed to between the Parties ]

**SCHEDULE 'D'**

**COMMON AREAS AND FACILITIES**

**(To be enjoyed by All Occupants)**

- Round The Clock Security
- Walking Pathway
- Concrete/Damar (Main/Internal Roads)
- Children Park
- Temple
- Street Lights
- Electricity Pole
- Rain Water Harvesting
- S.T.P. (Sewage Treatment Plant)
- Drainage System
- Water Supply

[The 'Schedules' to this Agreement for Sale shall be as agreed to between the Parties ]